



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 4, 2013

Ordinance 17648

Proposed No. 2013-0366.1

Sponsors Lambert 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 King
6 County superior court; and establishing the effective date of
7 said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

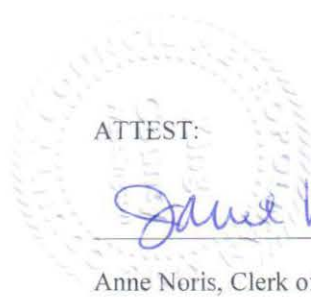
14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2013, through and including December 31, 2014.
16

Ordinance 17648 was introduced on 8/26/2013 and passed by the Metropolitan King
County Council on 9/3/2013, by the following vote:


Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Ms. Hague, Ms. Patterson,
Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr. Dembowski
No: 0
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair




ATTEST:


Anne Noris, Clerk of the Council

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KING COUNTY COUNCIL

APPROVED this 13th day of September, 2013.


Dow Constantine, County Executive

Attachments: A. Agreement, B. Wage Addendum, C. Addendum A

AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC-S (Superior Court Supervisors)
2013 - 2014

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ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1

ARTICLE 3: RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT..... 2

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY..... 3

ARTICLE 5: WAGES 3

ARTICLE 6: MEDICAL, DENTAL AND LIFE PLAN 6

ARTICLE 7: HOLIDAYS 7

ARTICLE 8: VACATIONS 9

ARTICLE 9: SICK LEAVE 11

ARTICLE 10: GENERAL LEAVES..... 15

ARTICLE 11: GRIEVANCE PROCEDURE..... 16

ARTICLE 12: SAVINGS CLAUSE..... 19

ARTICLE 13: DURATION..... 20

WAGE ADDENDUM

ADDENDUM A: MEMORANDUM OF AGREEMENT - ADDRESSING THE 2011 BUDGET
CRISIS

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

PREAMBLE

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

ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1. The County recognizes the Union as the exclusive bargaining representative relative to wages and wage-related matters for those employees, excluding confidential and non-supervisory employees, in the classifications and work units listed under the attached wage addendum. The bargaining unit description can be found under Public Employment Relations Commission Decision 7397-A (PECB, 2001).

2.2. Union Membership - It shall be a condition of employment that all employees covered

1 by this Agreement who are members of the Union in good standing on the effective date of this
2 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition
3 of employment that all employees covered by this Agreement and hired or assigned into the
4 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such
5 employment, become and remain members in good standing in the Union or pay an agency fee.

6 **2.3. Exemption** - Nothing contained in Section 2.2 shall require an employee to join the
7 Union who objects to membership in the Union on the grounds of a bona fide religious objection, in
8 which case the employee shall pay an amount of money equivalent to the regular union dues and
9 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by
10 the employee affected and the bargaining representative to which the employee would otherwise pay
11 the dues and initiation fee. The employee shall furnish written proof that such payments have been
12 made.

13 **2.4. Dues Deduction** - Upon receipt of written authorization individually signed by an
14 employee, the County shall have deducted from the pay of such employee the amount of dues as
15 certified by the Union and shall transmit the same to its business manager.

16 **2.5. Indemnification** - The Union will indemnify, defend and hold the County harmless
17 against any claims made and against any suit instituted against the County on account of action taken
18 or not taken by the County relative to any check-off of dues for the Union. The Union agrees to
19 refund to the County any amounts paid to it in error on account of the check-off provision upon
20 presentation or proper evidence thereof.

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

22 **3.1. Rights of the Court** - The management of the Court and the direction of the work force
23 is vested exclusively in the Court.

24 **3.2. Rights of the County** - The County has the right to determine and establish wages and
25 wage-related matters, such as wage rates for classifications and employees, the kinds and levels of
26 paid leaves and insured benefits, and how and when employees are compensated. All of the rights,
27 functions, powers and authority of the County not specifically abridged, delegated or modified by the
28 Agreement are recognized by the Union as being retained by the County.

1 **3.2.1. Bi-weekly pay** - King County has the right to make changes to the payroll
 2 system, including, but not limited to, the right to implement a bi-weekly payroll system and the
 3 conversion of wages and leave accrual to an hourly rate.

4 **3.3. Waiver and Complete Agreement** - The parties acknowledge that during the
 5 negotiations resulting in this Agreement each had the unlimited right and opportunity to make
 6 demands and proposals with respect to wages and wage-related matters and the agreements arrived at
 7 by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights
 8 and duties of both parties are specifically expressed in this Agreement and such expression is
 9 included herein. This Agreement constitutes the entire agreement between the parties and concludes
 10 collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend
 11 or supplement this Agreement at any time, and except for negotiations over a successor collective
 12 bargaining agreement.

13 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

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

18 **ARTICLE 5: WAGES**

19 **5.1. Pay Ranges** - Salary and wage rates for each classification are set forth in the Wage
 20 Addendum.

21 **5.2. Step Increases**

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

27 B. Annual step increases will be given after the first increase described in Section
 28 5.2.A, if the employee's work performance and work habits are satisfactory; and until such time that

1 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the
2 discretion of the manager/designee.

3 **5.3. COLA** - The Cost-of-Living ("COLA") increases for 2013 and 2014 will be in
4 accordance with the provisions of the COLA Memorandum of Agreement between King County and
5 WSCCCE Council 2 Addressing the 2011 Budget Crisis, attached as Addendum A.

6 **5.4. Work Out-of-Classification** - Employees who work outside of their normal
7 classification for thirty (30) consecutive calendar days or longer will receive a five percent (5%)
8 increase or Step 1 of classification, whichever is greater.

9 **5.5. Mileage** - All employees who have been authorized to use their own transportation on
10 Court business shall be reimbursed at the IRS rate.

11 **5.6. Personal Property** - Employees whose personal property is damaged during the
12 performance of their duties shall have same repaired or replaced at County expense; provided, that
13 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
14 necessary to process claims covered under this Section will be initiated by the Court with due speed
15 upon receipt of the claim from the employee.

16 **5.7. Overtime** - Employees who are eligible for overtime, Screening Supervisor and
17 Administrative Specialist IV, shall be paid at an overtime rate of time and one-half (1-1/2) their
18 regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40) hour
19 threshold for determining overtime eligibility is based on the accumulation of paid compensated
20 hours during the workweek.

21 **5.7.1. Overtime Screeners** - Screening Supervisors work eight (8) hours straight with
22 a paid cumulative 30 minute meal break and will receive overtime after working eight (8) hours in a
23 day and for all hours worked in excess of forty (40) hours per week. The forty (40) hours threshold
24 for determining overtime eligibility is based on the accumulation of paid compensated hours during
25 the workweek.

26 **5.8. Overtime for Temporary Employees** - Temporary employees who are eligible for
27 overtime shall be compensated at one and one-half times (1-1/2) the regular hourly rate of pay for all
28 hours worked in excess of forty (40) hours in a work-week. The forty (40) hour threshold for

1 determining overtime eligibility is based on the accumulation of regular hours paid. Temporary
2 employees are not eligible for compensatory time. The workweek is defined as Sunday through
3 Saturday.

4 **5.9. Compensatory Time** - A regular employee who is eligible for overtime may request and
5 with the approval of the manager/designee may receive time off in lieu of overtime pay under the
6 same conditions provided in Section 5.7.

7 **5.10. Call-out** - A minimum of four (4) hours at the overtime rate shall be paid for each call-
8 out of an overtime eligible employee. Where such overtime exceeds four (4) hours, the actual hours
9 worked shall be compensated at the overtime rate. A call-out is defined as that circumstance when an
10 employee who is eligible for overtime, having completed the assigned shift and departed the
11 premises, is requested by the Court to return to work. The provisions of this Section shall not apply
12 to meeting and training sessions requiring a return to work.

13 **5.11. Mandatory Meetings/Training** - Employees who are eligible for overtime and who are
14 required by the County or the Court to attend meetings/training during their time off from work will
15 receive at least two hours of pay at the overtime rate. Should the meetings/training extend beyond
16 two (2) hours, employees will receive pay for the actual time attending the meetings/training paid at
17 the overtime rate.

18 **5.12. Management Leave** - Employees in the classifications listed under the wage addendum
19 are employed in a bona fide executive, administrative or professional capacity and are in turn exempt
20 from the overtime payments under the federal Fair Labor Standards Act (FLSA). The employees in
21 those classifications, except those employees in the classifications of Screening Supervisor and
22 Administrative Specialist IV who are eligible for overtime under this Agreement, shall be covered
23 under the Court's Administrative Guidelines for FLSA Exempt Employees and are expected to work
24 the hours necessary to satisfactorily perform their jobs.

25 **A.** Regular employees, except those in the classifications of Screening Supervisor and
26 Administrative Specialist IV, shall be eligible for management leave. Management leave shall be
27 granted in addition to earned annual leave for those regular employees who are not eligible for
28 overtime. The granting of up to ten (10) days of leave shall be based on the regular employee's

1 overall rating on their annual performance appraisal.

- 2 1. Outstanding - 10 days;
- 3 2. Exceeds Expectations - 7 days;
- 4 3. Fully Successful - 5 days;
- 5 4. Needs Improvement - 0 days;
- 6 5. Unacceptable - 0 days.

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

10 **5.13. New Classifications** - The County and Union will review and attempt to reach a mutual
 11 agreement in determination of the salary range for any newly created or reclassified positions in the
 12 bargaining unit.

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

14 The County will provide medical, dental, life, disability, and vision benefits for regular, term-
 15 limited temporary and probationary employees and their eligible dependents as determined by the
 16 Joint 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:

4

<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

16

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 personal holiday shall be added to the
26 vacation leave bank in the pay-period that includes the first day of October and one personal holiday
27 will be added in the pay-period that includes the first day of November of each year. These days may
28 be 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. When a holiday falls on a day, other than a Saturday
8 or Sunday, that an employee is not scheduled to work he/she shall either receive an additional day's
9 pay or shall at their option receive a substitute holiday, use of which must be scheduled five (5) days
10 in advance. Substitute holidays not taken off within one (1) year shall be 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** - Regular, term-limited temporary and probationary employees who
 3 work a full-time schedule hired after July 10, 1996 shall accrue vacation leave benefits as described in
 4 the following table:

Full Years of Service	Equivalent/ Pro-Rated days (7.2 hours/day)
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

24 **8.2. Part-time Schedule** - Employees eligible for vacation leave who work a part-time
 25 schedule shall accrue vacation leave in accordance with the leave schedule set forth in Sections 8.1.
 26 depending on the date of hire; provided, however, such accrual rates shall be prorated to reflect
 27 his/her normally scheduled workweek.

28 **8.3.** Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

1 Employees may accrue vacation leave each pay period which may not be used until earned.

2 **8.4.** Employees eligible for vacation leave shall not be eligible to take or be paid for vacation
3 leave until they have successfully completed their first six (6) months of service in a paid leave
4 eligible position. This does not apply when using accrued vacation leave for a qualifying event under
5 the Washington Family Care Act. Employees leaving employment prior to successfully completing
6 their first six (6) months of service shall forfeit and not be paid for accrued vacation leave.

7 **8.5.** Employees eligible for vacation leave shall be paid for accrued vacation leave to their
8 date of separation up to the maximum accrual amount if they have successfully completed their first
9 six (6) months of service in a paid leave eligible position. Payment shall be the accrued vacation
10 leave multiplied by the employee's rate of pay in effect upon the date of leaving employment less
11 mandatory withholdings.

12 **8.6.** Employees eligible for vacation leave may accrue up to sixty (60) days vacation
13 calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty-two
14 (432) hours. Employees must use vacation leave in excess of the maximum accrual amount on or
15 before the last day of the pay period that includes December 31 of each year. Failure to use vacation
16 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
17 maximum amount unless the director/designee has approved a carryover of such vacation leave
18 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
19 the Court.

20 **8.7.** In cases of separation from employment by death of an employee with accrued vacation
21 leave and who has successfully completed his/her first six (6) months of service in a paid leave
22 eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made
23 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

24 **8.8.** If a regular employee eligible for vacation leave resigns or is laid off and subsequently
25 returns to regular employment within two (2) years from such resignation or layoff, as applicable, the
26 employee's prior service shall be counted in determining the vacation leave accrual rate under
27 Sections 8.1. as applicable.

28 **8.9.** Employees eligible for overtime may use vacation leave in quarter (1/4) hour increments

1 at the discretion of the manager/director.

2 **8.10.** Employees who are in a probationary period as a result of promotion shall be entitled to
3 use accrued vacation time while they are in a probationary status in their new position subject to the
4 approval of the manager/director.

5 **8.11.** The Court is responsible for the proper administration of the vacation leave benefit.

6 **ARTICLE 9: SICK LEAVE**

7 **9.1.** Regular, term-limited temporary and probationary employees shall accrue sick leave
8 benefits at the rate of 0.04616 for each hour in regular pay status excluding overtime up to a
9 maximum of eight (8) hours per month. Employees shall accrue sick leave from their date of hire in a
10 leave eligible position. The employee is not entitled to sick leave if not previously earned.

11 **9.2.** During the first six (6) months of service in a paid leave eligible position, employees
12 eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of vacation
13 leave as an extension of sick leave. This does not apply when using accrued vacation leave for a
14 qualifying event under the Washington Family Care Act. If an employee does not work a full six (6)
15 months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

16 **9.3.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
17 employee. Employees eligible for overtime may use sick leave in quarter (1/4) hour increments.

18 **9.4.** The Court is responsible for the proper administration of the sick leave benefit.

19 **9.5.** Separation from or termination of employment except by reason of retirement or layoff
20 due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the employee as
21 of the date of separation or termination. Should a regular employee resign or be laid off and return to
22 regular employment within two (2) years, accrued sick leave shall be restored.

23 **9.6.** Employees eligible to accrue sick leave and who have successfully completed at least
24 five (5) years of benefit eligible service and who retire as a result of length of service or who
25 terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11,
26 as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
27 multiplied by the employee's rate of pay in effect upon the date of leaving employment less
28 mandatory withholdings.

1 **9.7. Leave Without Pay** - An employee must use all of his/her sick leave before taking any
 2 unpaid leave for his/her own health reasons. An employee who has exhausted all of his/her sick leave
 3 may use accrued vacation leave as sick leave before going on a leave of absence without pay. If the
 4 injury is compensable under the County's workers compensation program, then the employee has the
 5 option to augment or not augment time loss payments with the use of accrued sick leave.

6 **9.8.** Accrued sick leave will be used for the following reasons:

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

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

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

15 **2.** An employee who chooses to augment workers compensation payments
 16 with the use of accrued sick leave will notify the workers compensation office in writing at the
 17 beginning of the leave;

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

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

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

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

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

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

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

3 2. The family member is the employee's spouse or domestic partner, the
4 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
5 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
6 employee, the employee's spouse or domestic partner; and,

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

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

11 b. The care of the employee's child or child of the employee's spouse
12 or domestic partner whose illness or health condition requires treatment or supervision by the
13 employee; or

14 c. Care of a family member who suffers from a serious health
15 condition.

16 **H.** Leave eligible employees who do not qualify for use of sick leave as provided
17 under Section 9.8.G can use sick leave in the maximum amount of three (3) days per calendar year
18 when an employee is required to care for an immediate family member who suffers from a serious
19 health condition, unless otherwise required by law.

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

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

28 **B. Reduced Schedules** - An employee may take leave intermittently or on a reduced

1 schedule when medically necessary due to a serious health condition of the employee or family
2 member of the employee; and

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

8 **9.9.1. Concurrent Time** - Use of donated leave will run concurrently with the
9 eighteen (18) workweek family medical leave entitlement.

10 **9.9.2. Insurance Premiums** - The County will continue its contribution toward health
11 care during any unpaid leave taken under Section 9.9.

12 **9.9.3. Return to Work from Unpaid Leave** - An employee who returns from unpaid
13 family or medical leave within the time provided in this Article is entitled, subject to layoff
14 provisions, to:

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

16 **B.** A position with equivalent status, benefits, pay and other terms and
17 conditions of employment; and

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

19 **9.9.4. Failure to Return to Work** - Failure to return to work by the expiration date of
20 the leave of absence may be cause for removal and result in termination of the employee.

21 **9.10. Provider Certification** - Verification from a licensed health care provider may be
22 reasonably required to substantiate the health condition of the employee or family member for leave
23 requests.

24 **9.11. Definition of Child** - For purposes of this Article, a child means a biological, adopted
25 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
26 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable
27 of self care because of mental or physical disability.

28 **9.12.** Sick leave may only be used for absences from a regular normal work schedule.

1 **9.13.** Employees who are in a probationary status shall not be denied the valid use of accrued
2 sick leave.

3 **9.14. Family Care Leave** - For a qualifying event, employees may use available paid leave,
4 including accrued vacation and sick leave, to care for a family member in accordance with the
5 Washington Family Care Act. In all other cases of family care where no sick leave benefit exists, the
6 employee may request vacation leave or may be granted leave without pay.

7 **ARTICLE 10: GENERAL LEAVES**

8 **10.1. Donation of Leaves** - An employee eligible for paid leaves may donate a portion of
9 his/her accrued leaves to a leave accrual eligible employee. Court employees may transfer up to
10 thirty-five (35) vacation and thirty-five (35) sick leave hours in a calendar year to another Court
11 employee under the following conditions:

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

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

24 **10.1.1.** Donated vacation and sick leave hours will be converted to dollar value based
25 on the donating employee's regular hourly rate at the time of the donation. This amount will then be
26 divided by the receiving employee's salary to determine the actual number of hours received. Unused
27 donated annual leave and sick leave will be reconverted based on the donating employee's regular
28 hourly rate at the time of the reversion.

1 **10.2. Organ Donor Leave** - The manager/designee shall allow employees eligible for paid
 2 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but
 3 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days
 4 paid leave, which shall not be charged to sick or vacation leaves.

5 **10.3. Bereavement Leave**

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

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

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

14 D. For the purposes of this Section, a member of the immediate family will be as
 15 defined in Section 8.10 of the King County Superior Court Administrative Guidelines for Personnel
 16 Management, adopted December 2011.

17 **10.4. Leave - Examinations** - Employees eligible for paid leaves shall be entitled to
 18 necessary time off with pay for the purpose of participating in County or Court qualifying or
 19 promotional examinations. This shall include time required to complete any required interviews.

20 **10.5. Jury Duty** - Employees eligible for paid leaves who are ordered on a jury shall be
 21 entitled to their regular pay; provided, that fees for such jury duty are deposited, exclusive of mileage,
 22 with the County.

23 **10.6. School Volunteer** - Employees eligible for paid leaves shall be allowed the use of up to
 24 three (3) days of sick leave each year to allow employees to perform volunteer services at the school
 25 attended by the employee's child.

26 **ARTICLE 11: GRIEVANCE PROCEDURE**

27 **11.1.** The County and the Union recognize the importance and desirability of settling
 28 grievances promptly and fairly in the interest of good employee relations and morale and to this end

1 the following procedure is outlined. Employees will be unimpeded and free from restraint,
2 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

3 **11.2. Grievance Definition** - An issue raised by an employee, the Union or the Local
4 alleging a violation of the terms of this agreement.

5 **11.3.** A grievance must be presented within ten (10) working days after the occurrence or
6 knowledge of the occurrence of the incident that gave rise to such grievance. Employees have the
7 right to union representation at all levels of the grievance process.

8 **11.4. Grievance Procedure**

9 **A. Step 1.** A grievance relating to wages or wage-related matters shall be presented
10 in writing to the appropriate Court director/designee. The Court director/designee shall meet with the
11 employee and the Union representative to gain all relevant facts and shall attempt to resolve the
12 matter and notify the Union and the County within twenty (20) working days following receipt of the
13 grievance.

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

20 **11.5. Arbitration** - Failing resolution at Step 2 of the grievance process, the Union may
21 request arbitration within thirty (30) calendar days of the conclusion of Step 2 specifying the exact
22 question which it wishes to arbitrate. The County and Union shall select a third disinterested party to
23 serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, an arbitrator
24 will be selected from a list supplied by PERC or FMCS, whichever source is mutually acceptable.
25 The arbitrator will be selected from the list by both the County and the Union representatives. The
26 party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a
27 decision as soon as possible after the case is heard. The arbitrator shall be final and binding on both
28 parties.

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

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

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

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

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

11 **11.6. Mediation**

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

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

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

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

21 (b) The parties may mutually agree to other participants such as subject
22 matter experts.

23 3. The parties will meet at mutually agreeable times to attempt to resolve the
24 matter.

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

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

28 6. The moving party can initiate the next step in the grievance process at the

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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.


ARTICLE 12: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reasons of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.


1 **ARTICLE 13: DURATION**

2 This Agreement shall become effective January 1, 2013 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, 2014 (inclusive).


5 APPROVED this 7th day of August, 2013.

6
7 By: 
8 _____
9 King County Executive

10
11 UNION:

12 
13 _____
14 Ethan Fineout
15 Washington State Council of County and City Employees, Council 2

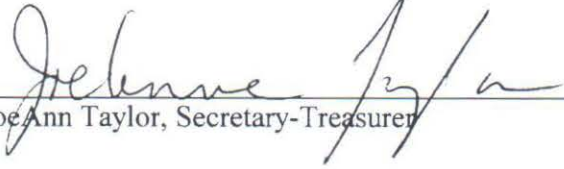
16 LOCAL:

17 
18 _____
19 Melissa Sprague, Court Services President

20 LOCAL:

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22 _____
23 Tom Archer, Court Services Vice President

24 LOCAL:

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26 _____
27 JoeAnn Taylor, Secretary-Treasurer

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cba Code: 274

Wage Addendum

Union Code: N4

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

Job Class Code	PeopleSoft Job Code	Classification Title	Range *
4201400	421506	Administrative Specialist IV	45 **
2131200	214211	Business and Finance Officer II	58
6213200	622401	Juvenile Probation Counselor Supervisor	60
6213500	622601	Juvenile Probation Counselor Supervisor - Screening Supervisor	60 **
5247100	524902	Juvenile Program Services Supervisor	60
5242100	524402	Youth Program Coordinator	58

* Employee's 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.

ADDENDUM A

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
COUNCIL 2
ADDRESSING THE 2011 BUDGET CRISIS**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Washington State Council of County and City Employees, Council 2, are covered by the following labor agreements:

cba Code	Union	Contract
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
080	WSCCCE, Council 2, Local 21AD	Department of Adult and Juvenile Detention
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community and Human Services
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
276	WSCCCE, Council 2, Local 2084-S	Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors)

ADDENDUM A

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Washington State Council of County and City Employees, Council 2 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining

ADDENDUM A

agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.


5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.


8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

For Washington State Council of County and City Employees,
Council 2:



12/29/10
Date

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office

12-27-10
Date