



## King County

### Metropolitan King County Council Law, Justice, Health, and Human Services Committee

#### STAFF REPORT

<b>Agenda Item No.:</b>	4	<b>Date:</b>	9 July 2013
<b>Proposed No.:</b>	2013-0266	<b>Prepared by:</b>	Nick Wagner

#### **SUBJECT**

An ordinance approving a collective bargaining agreement covering compensation and benefits for about 175 employees who work in King County District Court.<sup>1</sup>

#### **SUMMARY**

Proposed Ordinance 2013-0266 (Att. 1) would approve a collective bargaining agreement (CBA) between King County and the Washington State Council of County and City Employees, Council 2, Local 21DC. The CBA (Att. 1-A) covers about 175 employees who work in King County District Court.

##### **1. Term of the CBA**

The CBA covers the three-year period from 1 January 2012 through 31 December 2014.<sup>2</sup>

##### **2. The Bargaining Unit**

As described in the Executive's transmittal letter (Att. 4), the employees who make up this bargaining unit provide administrative and probation services in King County District Court.

#### **CHANGED CONTRACT PROVISIONS**

The most notable changes in the proposed new CBA are described below.

##### **1. COLAs for 2012-2014**

Article 4, Section 2, of the CBA (Att. 1-A, p. 4)<sup>3</sup> provides that this bargaining unit receives the same COLAs for the years 2012 through 2014 as the vast majority of the County's represented employees:

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<sup>1</sup> Working conditions for these employees (other than compensation and benefits) are negotiated by the District Court, not by the County Executive, and are not subject to review and approval by the Council.

<sup>2</sup> Article 13 of the CBA (Att. 1-A, p. 14) does not state the specific effective dates, only that the CBA will become effective when "ratified" by the council; however, the footer of the CBA lists the effective dates as "January 1, 2012 through December 31, 2014," which executive staff has confirmed to be accurate.

Year	COLA Formula	COLA <sup>4</sup>
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, <sup>5</sup> with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.00%

The fiscal impact of the COLAs is described in the Fiscal Note (Att. 5), which is summarized in the table below. The COLA for 2012 has already been paid, and the COLA for 2013 is already being paid, since that was required pursuant to a 2010 memorandum of agreement (MOA) (Att. 1-B).

The 2010 MOA also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the county has agreed to with the vast majority of the county's represented employees.

## 2. No pay range changes

The CBA makes no changes in the pay ranges of the covered employees, which are listed in CBA Addendum A (Att. 1-A, p. 15).

## 3. Changes to conform to existing practice

The CBA includes a number of changes to conform to existing practice and to comply with moving to a common payroll system, but otherwise contains no substantial changes besides those described above.

## **FISCAL IMPACT**

The fiscal impact of the CBA is detailed in the Fiscal Note (Att. 5) and is summarized in the table below.

	2012	2013	2014
<b>Increase over previous year</b>	\$161,829	\$311,781	\$208,208
<b>Cumulative increase over 2011</b>	\$161,829	\$473,610	\$681,818

<sup>3</sup> Page references in this staff report refer to the page numbers of the specific attachment, not to the page numbers of the meeting materials.

<sup>4</sup> The COLA percentages are based on the Fiscal Note (Att. 5). The percentage listed for 2014 is based on a projection by the County's Office of Economic and Financial Analysis.

<sup>5</sup> More specifically: "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)."

The fiscal impact of the CBA is attributable entirely to the COLAs. The 2012 COLA has already been paid, and the 2013 COLA is currently being paid, since that was provided for in the 2010 MOA on COLAs. The COLAs included in this CBA were agreed upon in 2010 and therefore have been built into county fiscal planning since then.

### **CONSISTENCY WITH LABOR POLICIES**

The proposed CBA appears to be consistent with the County's labor policies.

### **LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Att. 4: Transmittal letter)

### **INVITED**

1. Lance King, Labor Negotiator, Office of Labor Relations
2. Ethan Fineout, Staff Representative, Washington State Council of County and City Employees, Council 2, Local 21DC

### **ATTACHMENTS**

1. Proposed Ordinance 2013-0266
  - Att. A (Collective Bargaining Agreement)
  - Att. B (Addendum C: MOA re. COLAs)
2. Checklist and Summary of Changes
3. Contract Summary
4. Transmittal letter
5. Fiscal Note

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**KING COUNTY**  
**Signature Report**

ATTACHMENT 1  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**June 12, 2013**

**Ordinance**

**Proposed No. 2013-0266.1**

**Sponsors**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Washington State Council of County and City  
4 Employees, Council 2, Local 21DC (District Court -  
5 Wages) representing employees in King County district  
6 court; and establishing the effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

13            SECTION 2. Terms and conditions of said agreement shall be effective from  
14 January 1, 2012, through and including December 31, 2014.  
15

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Agreement, B. Addendum B

1 AGREEMENT BETWEEN KING COUNTY  
2 AND  
3 WASHINGTON STATE COUNCIL OF  
4 COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO  
5 LOCAL 21DC  
6 DISTRICT COURT EMPLOYEES  
7 ON WAGES

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CRISIS

**AGREEMENT BETWEEN KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF**  
**COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO**  
**LOCAL 21DC**  
**DISTRICT COURT EMPLOYEES**  
**ON WAGES**

**PREAMBLE**

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

**ARTICLE 1: PURPOSE**

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

**ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

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



1 The union will indemnify, defend and hold the County harmless against any claims made and  
2 against any suit instituted against the County on account of any check-off of dues for the union. The  
3 union agrees to refund to the County any amounts paid to it in error on account of the check-off  
4 provision upon presentation of proper evidence thereof.

5 **ARTICLE 3: RIGHTS OF MANAGEMENT**

6 **Section 1.** The management of the King County District Court and the direction of the work  
7 force is vested by both the Washington State Constitution and State law exclusively in the King  
8 County District Court. All matters, other than wages and benefits directly related to wages, or  
9 otherwise not specifically and expressly covered or referenced by the language of this Agreement,  
10 shall be administered for its duration by the King County District Court.

11 **Section 2. Bi-weekly pay:** King County has the right to make changes to the payroll system,  
12 including, but not limited to, the right to implement a bi-weekly payroll system, as long as such  
13 changes are passed into ordinance by the King County Council or implemented uniformly throughout  
14 the County. Such changes also include, but are not limited to those necessary to implement a new  
15 payroll system and the conversion of wages and leave accrual to an hourly rate.

16 **ARTICLE 4: WAGE RATES**

17 **Section 1a.** The wage rates for the classifications listed below shall be as listed in  
18 Addendum A.

19

20 <b>PeopleSoft</b>	
21 <b>Job Code</b>	<b>Classification Title</b>
22 007723	District Court Clerk
23 007740	Probation Officer
24 311801	Probation Mental Health Specialist

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

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

8 1). Fluent in approved Foreign Language/Signing - 1 Step

9 2). Prior experience credit is given for clerical experience, job knowledge, skills, and  
10 abilities, as follows:

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

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

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

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

19 e). Educational degree from an accredited 4 year institution - 2 Steps;

20 f). Educational degree from a specialty program related to the work of the  
21 Court from a vocational institution, 2 year degree from an accredited community college, or the  
22 equivalent job knowledge gained through a combination of experience and educational pursuits - 1  
23 Step. If a newly hired employee has either an educational degree from a specialty program in a  
24 vocational institution or a 2 year degree from an accredited community college AND an educational  
25 degree from an accredited 4 year institution, the employee will be credited a maximum of 2 steps.

26 g). Employees who receive an advanced educational degree (e.g., A.A., B.A.)  
27 beyond their high school diploma or GED while employed within the bargaining unit shall receive  
28 extra step placement (based on the step entitlement set forth in Section 1a. above) at their regular

1 anniversary date following their receipt of the degree. Under no circumstances may employees be  
2 paid above step 10 of their salary range under this provision.

3           **3).** Prior experience credit is given for Probation Officer experience as follows:

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

6                   **b).** Three (3) years other Probation Officer experience - 1 Step for every 3  
7 years (Limit 5 Steps).

8           **4).** Alcohol/Drug Certified/Qualified - 1 Step

9           **Section 2.** The King County Standardized Salary Schedule will be adjusted upwards each  
10 year to reflect the Cost-of-Living Adjustments that are guaranteed to the bargaining unit as set forth in  
11 the attached Union Coalition Cost-of-Living (“COLA”) Memorandum of Agreement Addressing The  
12 2011 Budget Crisis, attached as Addendum B and incorporated herein by reference. (Document  
13 Code: 090C0113\_Addendum B\_000U0310\_COLA-2011\_Council 2\_02\_scsg.pdf)

14           **Section 3.** Employees will be paid overtime at the rate of one and one-half times their regular  
15 rate of pay for all hours worked in excess of forty (40) hours in a week.

16           **Section 4. Callback.** All bargaining unit members who are called back to work after leaving  
17 the workplace following completion of their regularly scheduled shift shall be paid for such at the one  
18 and one-half times overtime rate. A minimum of two (2) hours shall be paid to the employee or,  
19 where the actual hours worked exceeds two (2) hours, the employee shall be paid for actual hours  
20 worked. Employees shall not be called out more than once in a twenty-four (24) hour period.

21           **Section 5. Out of Class Pay.** An employee who is temporarily assigned to function in a  
22 higher classification for one (1) working day or more shall be paid five percent (5%) above the  
23 employee’s regular rate of pay. If the employee performs overtime work in the higher classification,  
24 the overtime calculation shall be calculated on the out-of-class rate. When an out-of-class assignment  
25 is expected to continue for one week (forty consecutive hours or thirty-two consecutive hours in a  
26 holiday week or twenty-four consecutive hours in the Thanksgiving holiday week) or more, the  
27 employee will be temporarily upgraded to the higher classification. Employees shall be considered  
28 assigned to function in a higher classification for any assigned responsibility for training employees

1 and the minimum assignment for purposes of pay shall be one (1) day. Assignments of this training  
2 responsibility shall be as determined by the court.

3 **Section 6. Court Closures.** Employees designated and directed to work in the event of  
4 emergency court closures, pursuant to Article 19 of the working conditions agreement between the  
5 District Court and the Union, shall be paid one and one-half times their base hourly rate, or accrue  
6 compensatory time at time and one-half, for all hours worked during such closures, with a minimum  
7 of five (5) hours.

## 8 **ARTICLE 5: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

9 **Section 1.** King County presently participates in group medical, dental and life insurance  
10 programs. The County agrees to maintain the level of benefits as currently provided by these plans  
11 during the life of this Agreement, unless otherwise agreed by the Joint Labor Management Insurance  
12 Committee.

13 **Section 2.** The County agrees to continue the Joint Labor Management Insurance Committee  
14 comprised of representatives from the County and its labor unions. The function of the Committee  
15 shall be to review, study, make recommendations, and enter into agreements relative to medical,  
16 dental and life insurance programs.

17 **Section 3.** The Union and County agree that the County may implement changes to employee  
18 insurance benefits as a result of agreements or recommendations of the Joint Labor Management  
19 Insurance Committee referenced in Section 2 above.

## 20 **ARTICLE 6: GRIEVANCE PROCEDURE**

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

25 Employees will be unimpeded and free from restraint, interference, coercion, discrimination  
26 or reprisal in seeking adjudication of their grievances.

27 **Section 1. Grievance Definition.** An issue raised by a party to this agreement relating to the  
28 interpretation and application of the terms of this agreement. "Work days" are defined as Monday

1 through Friday, excluding holidays.

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

6           **Section 3. Procedure.**

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

13           **Step 2.** If, after thorough discussion, the decision of the Negotiator has not resolved  
14 the grievance, either party may request arbitration within twenty (20) work days of the conclusion of  
15 Step 1, specifying the exact question which it wishes to arbitrate. The parties shall select a third  
16 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an  
17 arbitrator, then the arbitrator will be selected from a list supplied by FMCS or PERC. The arbitrator  
18 shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator and  
19 the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no  
20 power to change, alter, detract from or add to the provisions of this Agreement, but shall have the  
21 power only to apply and interpret the provisions of this Agreement in reaching a decision.

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

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

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

1 agreement.

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

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

9 **ARTICLE 7: HOLIDAYS**

10 Regular employees shall be granted the following holidays with pay: those holidays  
11 recognized pursuant to RCW 1.16.050 as it currently exists and as it may be amended, and any day  
12 designated by public proclamation of the chief executive of the state as a legal holiday. For reference  
13 purposes, those holidays are currently as follows:

14	New Year's Day	January 1st
15	Martin Luther King Jr's Birthday	Third Monday in January
16	Presidents' Day	Third Monday in February
17	Memorial Day	Last Monday in May
18	Independence Day	July 4th
19	Labor Day	First Monday in September
20	Veteran's Day	November 11th
21	Thanksgiving Day	Fourth Thursday in November
22	Day after Thanksgiving	
	Christmas Day	December 25th

23 In addition, all employees shall be granted two personal holidays to be administered through  
24 the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period  
25 that includes the first day of October and one personal holiday will be added in the pay-period that  
26 includes the first day of November of each year.

27 For those employees whose normal work schedule is Monday through Friday, whenever a  
28 holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday

1 falling on a Saturday shall be observed on the preceding Friday. Those employees working shifts on  
2 other than a Monday through Friday schedule shall observe holidays on the actual day of the holiday.

3 Holiday benefits for part-time employees (including those who are temporarily on an on-going  
4 part-time schedule) will be established based upon the ratio of hours in the employee's part-time  
5 schedule to hours in a forty (40) hour workweek.

6 Employees on a schedule which exceeds 8 hours in a day shall make up the difference  
7 between the holiday benefit and scheduled hours from vacation or compensatory time.

## 8 **ARTICLE 8: SICK LEAVE**

9 **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at a  
10 monthly rate equal to .04615 hours for each hour in pay status exclusive of overtime; Employees shall  
11 accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to  
12 sick leave if not previously earned.

13 **Section 2.** Sick leave may be used in one-quarter (1/4) hour increments at the discretion of  
14 the division manager or department director.

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

16 **Section 4.** The King County District Court is responsible for the proper administration of the  
17 sick leave benefit. Verification of illness from a licensed physician may be required for any requested  
18 sick leave absence.

19 **Section 5.** Separation from County employment, except by reason of retirement or layoff due  
20 to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the  
21 employee. Should the employee resign in good standing or be laid off and return to the County  
22 within two (2) years, accrued sick leave shall be restored.

23 **Section 6.** Employees shall be entitled to use sick leave as provided in King County Code  
24 3.12.220, and according to those terms as defined within the Code. It is agreed that the terms of the  
25 Code shall control and this provision is not intended to add or subtract from those entitlements. Sick  
26 Leave may be used for the following reasons:

27 a. An employee's bona fide illness or incapacitating injury;

28 b. An employee's exposure to contagious diseases and resulting quarantine;

- 1 c. An employee's temporary disability caused by or contributed to by pregnancy or  
2 childbirth;
- 3 d. The birth or placement for adoption or foster care of a child of the employee or the  
4 employee's domestic partner, as provided by King County Code 3.12.220;
- 5 e. An employee's medical, dental or optical appointments;
- 6 f. To care for the employee's child or the child of an employee's spouse or domestic  
7 partner if the child has an illness or health condition which requires treatment or supervision by the  
8 employee;
- 9 g. Employees may use accrued sick leave or other paid time off to care for a family  
10 member who has a serious health condition or emergency condition, in accordance with the R.C.W.  
11 49.12.265, as amended, and King County Ordinance;
- 12 h. For all other reasons as provided for by King County Ordinance, state law and/or  
13 federal law.

14 **Section 7.** Sick leave because of an employee's physical incapacity shall not be approved  
15 where the injury is directly traceable to employment other than with the County.

16 **Section 8.** County employees who have at least five (5) years County service and who retire  
17 as a result of length of service, or who terminate by reason of death, shall be paid an amount equal to  
18 thirty-five percent (35%) of their unused, accumulated sick leave. All payments shall be based on the  
19 employee's base rate.

20 **Section 9.** Employees injured on the job may not simultaneously collect sick leave and  
21 worker's compensation in a total amount greater than the net regular pay of the employee.

22 **Section 10. Bereavement Leave**

23 a. Regular full-time employees shall be entitled to 24 hours of bereavement leave in  
24 the calendar year due to death of members of their immediate family. Immediate family, for  
25 bereavement leave purposes, is defined as persons related to the employee by blood, marriage, or  
26 domestic partnership as follows: grandparents, parents, spouse, siblings, children, legally adopted  
27 children and any persons for whose financial or physical care the employee is principally responsible.

28 b. Regular full-time employees who have exhausted their bereavement leave shall be



1 entitled to use sick leave in the amount of three days for each instance when death occurs to a  
2 member of the employee's immediate family.

3 c. In cases of death where no sick leave benefit is authorized or exists, an employee  
4 may be granted leave without pay, consistent with District Court Personnel Guidelines.

5 d. In the application of any of the foregoing provisions, holidays or regular days off  
6 falling within the prescribed period of absence shall not be charged.

7 e. The King County District Court is responsible for the proper administration of this  
8 benefit. Each request for bereavement leave shall include a written statement regarding: the  
9 relationship of family members. A physician's verification may be required for any requested  
10 bereavement leave absence.

11 f. Regular part-time employees shall receive prorated benefits.

12 **Section 11. Family Medical Leave Act:** Family medical leave shall be provided in  
13 accordance with the King County Code, 3.12.220 as amended.

14 **Section 12.** Employees may donate sick leave as provided for in King County  
15 Code 3.12.223 (B).

1 **ARTICLE 9: VACATIONS**

2 **Section 1.** Regular full-time employees shall receive vacation benefits for each hour in  
3 regular pay status exclusive of overtime as indicated in the following table:

4

<b>Full Years of Service</b>	<b>Annual Leave in Days</b>
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

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

25 **Section 3.** Full-time regular employees may accrue up to sixty (60) days vacation leave, or  
26 480 hours maximum. Part-time regular employees may accrue vacation leave up to sixty (60) days  
27 prorated (or 480 hours prorated maximum) to reflect their normally scheduled workweek.

28 **Section 4.** Vacation benefits for part-time employees (including those who are temporarily on

1 an on-going part-time schedule) will be established based upon the ratio of hours in the employee's  
2 part-time schedule compared to hours in a forty (40) hour workweek.

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

5 **Section 6.** Vacation may be used in one-quarter (1/4) hour increments at the discretion of the  
6 department director or appointed designee.

7 **Section 7.** Upon termination for any reason after the first six months of successful County  
8 service, the employee will be paid for unused vacation credits up to the maximum allowed  
9 accumulation; provided however, employees who are hired on or after January 1, 1986 who are  
10 eligible for participation in the Public Employees' Retirement System Plan I, shall not be  
11 compensated for more than two hundred forty (240) hours of accrued vacation at the time of  
12 retirement. For employees hired on or after January 1, 1986, vacation hours accrued in excess of two  
13 hundred forty (480) hours must be used prior to the employee's date of retirement or such excess  
14 hours shall be lost. Employees shall not be eligible to be paid for vacation leave until they have  
15 successfully completed their first six months of County service; if they leave County employment  
16 prior to successfully completing their first six months of County service, they shall forfeit and not be  
17 paid for accrued leave.

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

20 **Section 9.** Employees may continue to accrue additional vacation beyond the maximum  
21 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be  
22 lost. Otherwise, employees must use vacation leave in excess of the maximum accrual amount on or  
23 before the last day of the pay period that includes December 31 of each year.

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

26 **ARTICLE 10: SAVINGS CLAUSE**

27 Should any part hereof or any provision herein contained be rendered or declared invalid by  
28 reason of any existing or subsequently enacted legislation or by any decree of a court of competent

1 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
2 remaining portions hereof; provided, however, upon such invalidation the parties agree immediately  
3 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall  
4 remain in full force and effect.

5 **ARTICLE 11: WAIVER CLAUSE**

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

14 **ARTICLE 12: MISCELLANEOUS**

15 **Section 1. Personal Property Damage.** Employees who unavoidably suffer a loss or  
16 damage to essential personal property worn on the body while working shall have same repaired or  
17 replaced by the employer at employer expense, provided that such reimbursement shall not exceed  
18 \$300 per incident.

19 **Section 2. Military Leave.** Military leave shall be granted in accordance with King County  
20 policy.

21 **Section 3. Automobile Expense.** Bargaining unit members who have been authorized to use  
22 their own transportation on Court business shall be reimbursed at the per mile rate as established by  
23 County ordinance.

24 **Section 4. Jury Duty.** An employee required to serve on a jury shall continue to receive  
25 his/her regular salary while so assigned. Fees paid by the court for jury duty shall be forwarded to the  
26 employer.

1 **ARTICLE 13: DURATION**

2 **Section 1.** This Agreement shall become effective upon ratification of this Agreement by the  
3 parties, except where specific provisions in this Agreement state a different effective date for that  
4 provision.

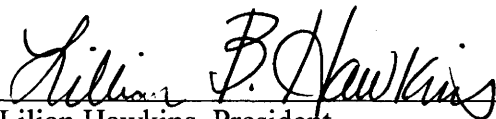
5 **Section 2.** Contract negotiations for a succeeding contract may be initiated by either party  
6 providing to the other written notice of its intention to do so at least thirty (30) days prior to the  
7 expiration date. Lack of such notice will terminate the terms and conditions set forth in this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

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10  
11 APPROVED this 6 day of JUNE, 2013.

12  
13  
14  
15 By: 

16 King County Executive

17  
18  
19 SIGNATORY ORGANIZATION:

20  
21 

22 Lilian Hawkins, President  
23 LOCAL 21DC

24  
25 

26 Ethan Fineout, Staff Representative  
27 WSCCCE, AFSCME, AFL-CIO

1  
2 cba Code: 090

Union Code: D3

3  
4 **Addendum A**  
5 **Wage Rates**  
6 **January 1, 2012**

7

<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range*</b>
007723	District Court Clerk	40
007740	Probation Officer	56
311801	Probation Mental Health Specialist	60
*All classifications are paid from the King County Standardized Salary Schedule at the 40 hour rate.		

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## ADDENDUM B

**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:

<b>cba Code</b>	<b>Union</b>	<b>Contract</b>
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 B

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 B

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.

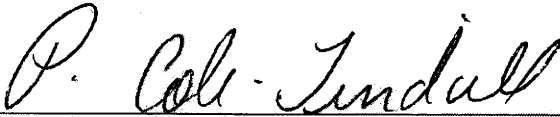
8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

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

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## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Washington State Council of County and City Employees, Council 2, Local 21DC (District Court - Wages)</b>
<b>Labor Negotiator</b>
<b>Lance King</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Legislative Review Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA?</i></b>	<b>No</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
<p>1. The cost-of-living adjustments for 2012, 2013, and 2014 (previously agreed to in the memorandum of agreement negotiated with the Union Coalition regarding zero COLA for 2011) are as follows: In 2012, 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. In 2013 and 2014, 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.</p>
<p>2. Most terms and conditions are continued unmodified from the prior agreement. Language related to vacation leave, sick leave, and holidays was changed to comport with how those benefits have been historically administered, and because there is a need to change the language to comply with moving to a common payroll system.</p>
3.
4.
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**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** Washington State Council of County and City Employees, Council 2, Local 21DC (District Court - Wages)

**TERM OF CONTRACT:** January 1, 2012, through December 31, 2014

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** These bargaining unit employees perform all administrative and support functions in the District Court including courtroom clerk and probation services.

**NEGOTIATOR:** Lance King

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Reduction-in-force provisions are set forth in the working conditions collective bargaining agreement between District Court and the Union.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties used an interest-based approach to these negotiations.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The wages contract does not speak to diversity in the workforce; however, the District Court administers the non-wage contract in a manner consistent with the County's policy to acknowledge the worth of cultural and ethnic diversity in building and maintaining an effective work force.
➤ <b>CONTRACTING OUT OF WORK:</b>	The wages contract does not specifically address the contracting out of work, but the contract is administered in a manner consistent with King County's policy to explore all alternatives with the bargaining unit prior to contracting out bargaining unit work.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	District Court management and the Union meet in a labor-management committee provided for under the working conditions contract between the Court and the Union.
➤ <b>MEDIATION:</b>	The parties may request mediation for the purpose of resolving disputes.
➤ <b>CONTRACT CONSOLIDATION:</b>	This bargaining unit covers all represented positions in the District Court.
➤ <b>HEALTH BENEFITS COST SHARING:</b>	Health insurance for this bargaining unit is set through the King County Joint Labor Management Insurance Committee.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:**

Washington State Council of County and City  
Employees, Council 2, Local 21DC (District Court -  
Wages)

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The parties were diligent to negotiate this contract as expeditiously as possible.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The contract is consistent with County policy on the use of temporary and part-time employees.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	The employees covered by this contract are paid biweekly.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	This bargaining unit is not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	A no-strike provision is contained in the working conditions contract between the Court and the Union.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	The contract's provisions for leave are consistent with County policy.
➤ <b>HOURS OF WORK:</b>	Hours of work are covered by the working conditions contract between the District Court and the Union. The employees in this bargaining unit work 40-hour weekly schedules, with options for alternative schedules.
➤ <b>PERFORMANCE EVALUATIONS:</b>	The employees in this bargaining unit receive regular performance evaluations by their supervisors and managers in the District Court.

June 4, 2013

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to continue providing legal administrative support and probation services in King County District Court. These employees are highly valued as their work benefits the public by enabling the court's administrative functions and probation services to run efficiently and professionally.

The enclosed ordinance, if approved, will ratify the Washington State Council of County and City Employees, Council 2, Local 21DC (District Court - Wages) collective bargaining agreement for the period of January 1, 2012, through December 31, 2014.

This agreement furthers the goals of the County's Strategic Plan as it contains improvements in efficiency, accountability, and productivity for the County, including new language related to vacation leave, sick leave, and holidays. The language was changed to comport with how these benefits have been historically administered, and because there was a need to change the language to comply with moving to a common payroll system.

There are no changes to the wage schedule. The cost-of-living adjustments (COLA) for 2012, 2013, and 2014 were previously agreed to in the memorandum of agreement negotiated with the Union Coalition regarding zero COLA for 2011 and follow the standard County settlement agreed to with other labor organizations.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help provide King County residents with an efficient court system.

The Honorable Larry Gossett

June 4, 2013

Page 2

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine

King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County  
Executive Office

Dwight Dively, Director, Office of Performance, Strategy and Budget

Patti Cole-Tindall, Director, Office of Labor Relations





## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement		
<b>Title:</b>	Washington State Council of County and City Employees, Council 2, Local 21DC (District Court - Wages)		
<b>Effective Date:</b>	Three year contract 1/1/2011 - 12/31/2014		
<b>Affected Agency and/or Agencies:</b>	District Court		
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b>	205-8004
<b>Department Sign Off:</b>	Jill Dorsey, Interim Chief Administrative Officer	<b>Phone:</b>	205-2820
<b>Note Reviewed by:</b>	<b>Supplemental Required?</b>	Andrew Bauck, Budget Analyst	<b>Phone:</b> 263-9771
	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

### EXPENDITURES FROM:

Fund Title	Fund Code	Department	2011	2012*	2013*	2014
CX	10	District Court	\$ 0	\$ 154,324	\$ 297,321	\$ 198,559
MIDD	1135	District Court	\$ 0	\$ 7,506	\$ 14,460	\$ 9,649
<b>TOTAL: Increase FM previous year</b>			<b>\$ 0</b>	<b>\$ 161,829</b>	<b>\$ 311,781</b>	<b>\$ 208,208</b>
<b>TOTAL: Cumulative</b>			<b>\$ 0</b>	<b>\$ 161,829</b>	<b>\$ 473,610</b>	<b>\$ 681,818</b>

### EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2011 Base	2011	2012*	2013*	2014
<b>Salaries</b>			\$ 8,621,136	\$ 0	\$ 140,525	\$ 270,735	\$ 180,648
<b>OT</b>			\$ 13,551	\$ 0	\$ 221	\$ 426	\$ 434
<b>PERS &amp; FICA</b>			\$ 1,293,476	\$ 0	\$ 21,083	\$ 40,620	\$ 27,126
<b>TOTAL</b>			<b>\$ 9,928,162</b>				
<b>TOTAL: Increase FM previous year</b>				<b>\$ 0</b>	<b>\$ 161,829</b>	<b>\$ 311,781</b>	<b>\$ 208,208</b>
<b>TOTAL: Cumulative</b>				<b>\$ 0</b>	<b>\$ 161,829</b>	<b>\$ 473,610</b>	<b>\$ 681,818</b>

### ASSUMPTIONS:

<b>Assumptions used in estimating expenditure include:</b>	
1. <b>Contract Period(s):</b>	1/1/2011-12/31/2014
2. <b>Wage Adjustments &amp; Effective Dates:</b>	
<b>COLA:</b>	90% Seattle June to June for 2012, 1.63%; 95% Seattle June to June for 2013, 3.09%; 95% Seattle June to June for 2014, assumed at 2.00%. Assumption per Forecasting Council.
<b>Other:</b>	
<b>Retro/Lump Sum Payment:</b>	None - see note below
3. <b>Other Wage-Related Factors:</b>	
<b>Step Increase Movement:</b>	Provisions unchanged.
<b>PERS/FICA:</b>	Payroll taxes assumed to be 14.98%.
<b>Overtime:</b>	
4. <b>Other Cost Factors:</b>	
	* Bargaining unit has already received 2012 COLA and is receiving 2013 COLA due to 2011 zero COLA agreement