

Coalition Labor Agreement (CLA) - Appendix 273
Agreement (Wages Only)
Between King County
And
Washington State Council of County and City Employees, Council 2, Local 2084-SC
Superior Court - Staff

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PREAMBLE

These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees (Union) representing Local 2084SC (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. If the parties discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement, the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

ARTICLE 1: PURPOSE

1.1. 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: APPLICATION OF COALITION LABOR AGREEMENT ("CLA")

The CLA wage and wage related provisions shall apply to this bargaining as follows:

Section 2.1. The Preamble in its entirety.

Section 2.2. All CLA superseding articles that are wage or wage related, or sections of superseding articles that are wage or wage related, unless otherwise stated in the CLA or this Appendix.

A. CLA 29.4 shall not apply to this bargaining unit.

Section 2.3. All CLA non-superseding wage and wage related articles and sections, or

sections of non-superseding wage and wage related articles are adopted by the parties. Any non-superseding article or section listed below in this Article is understood to have no application to the bargaining unit.

ARTICLE 3: UNION RECOGNITION

3.1. The County recognizes the Union as the exclusive bargaining representative relative to wages and wage-related matters for all employees, excluding supervisors and confidential employees, in the classifications listed under Addendum A. The bargaining unit description can be found under Public Employment Relations Commission Decision 12909 (PECB, 2018).

ARTICLE 4: RIGHTS OF MANAGEMENT

4.1. Rights of the Court. The management of the Court and the direction of the workforce is vested exclusively in the Court.

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

ARTICLE 5: EQUAL EMPLOYMENT OPPORTUNITY

5.1. Complaint. Allegations of unlawful discrimination shall not be a proper subject for the grievance procedure herein, but may instead be filed by an employee with the appropriate human rights agency.

ARTICLE 6: WAGES

6.1. Pay Ranges. Wage rates for each classification in the bargaining unit are set forth in Addendum A.

6.2. General Wage Increases and/or Cost-of-Living Adjustments.

A. General Wage Increases and/or Cost-of-Living Adjustments for employees under this Agreement shall be pursuant to the Coalition Labor Agreement.

6.3. Step Progression.

A. Upon successful completion of a probationary period, a regular employee shall

1 advance to the next step in their classification wage range. If the probationary period is extended up
2 to (3) months, the regular employee shall be advanced to the next step upon satisfactory completion
3 of the full probationary period.

4 **B. Annual step increases** may be provided on January 1 after the first increase
5 described in Section 6.3.A if the employee is not on probation. Step increases shall be subject to the
6 Superior Court Performance Appraisal Merit Increase Table in the Performance Appraisal Overview
7 Instructions and Procedures, as amended by the Court. If the Superior Court Performance Appraisal
8 Merit Increase table is changed, the Court shall provide notice to the union and bargain impacts of the
9 decision. CLA 29.4 (step progression) shall not apply to this bargaining unit.

10 **6.4. FLSA Workweek.** The workweek is defined as Saturday through Friday.

11 **6.5. Overtime.**

12 **A. Contractual Weekly Overtime.** All employees in positions classified as FLSA
13 non-exempt are eligible for Contractual Weekly Overtime, which shall be paid to employees for all
14 hours worked in excess of (40) hours per FLSA workweek at the Contractual Overtime Rate in effect
15 at the time the overtime work is performed. The (40) hour threshold for determining overtime
16 eligibility is based on the accumulation of paid compensated hours during the FLSA workweek.

17 **B. Contractual Daily Overtime.** Employees assigned to the Screening Unit only in
18 positions classified as FLSA non-exempt are eligible for Contractual Daily Overtime for hours
19 worked in excess of their regularly scheduled hours of at least (8) hours that occur in the same
20 calendar workday. In addition, if an employee works a regular shift, and is also required to work
21 extra night shift hours that span two calendar workdays, all extra hours worked shall be considered
22 eligible for daily overtime pay. Paid leave hours do not count toward Daily Overtime eligibility.
23 Contractual Daily Overtime will be paid at the Contractual Overtime Rate in effect at the time the
24 overtime work is performed.

25 **C. Contractual Overtime Rate.** The Contractual Overtime Rate for each overtime
26 hour worked shall be one and one-half times the combined amount of the employee's hourly base rate
27 of pay and any applicable pay premiums in effect at the time the OT is worked (known as "time and
28 one half"). If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime

hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

D. Overtime for Temporary Employees. Temporary employees shall be compensated at the Contractual Overtime of pay for all hours worked in excess of forty (40) hours in a workweek. The forty (40) hour threshold for determining overtime eligibility is based on the accumulation of regular hours paid. Temporary employees are not eligible for compensatory time.

6.6. Compensatory Time. An employee may request and with the approval of the manager/designee may receive time off in lieu of overtime pay. Employees may accrue (earn) a maximum of (80) hours of compensatory time each calendar year. Employees who have reached the annual maximum of eighty (80) hours of compensatory time must take overtime compensation in pay. Unused compensatory time will be cashed out each year in the pay period that includes December 31st each year.

6.7. Mandatory Meetings/Training. Employees required by the County or the Court to attend meetings/training during their time off from work will receive at least two (2) hours of pay. Should the meetings/training extend beyond two (2) hours, employees will receive pay for the actual time attending the meetings/training. If overtime eligible employees are required to attend meetings/training on Saturday or Sunday, they will be paid at the overtime rate of pay with a minimum of two (2) hours paid.

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

6.9. Employee Work Hour Change Request. All requests shall be approved or denied based on a specific operational reason at the Courts discretion, including the effective date the work hour change is implemented. Requests will be granted unless it creates a specific operational issue for the Court. If the Court is unable to grant a work hour change request, a written response describing the operational issue(s) shall be provided to the employee upon request. Employees may not revert

back to their previous work hours once the work hour change has been approved and implemented, including via transfer, unless the Court approves the change at its discretion..

ARTICLE 7: HEALTHCARE AND INSURANCE PLANS

The terms and conditions for health benefits are provided in CLA Article 25. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of any agreement of the Joint Labor Management Insurance Committee.

ARTICLE 8: HOLIDAYS

8.1. The parties agree paid holiday leave shall be pursuant to CLA Article 10, and supplemented below in this Article.

8.2. Holiday Compensation.

A. Full-time comprehensive leave eligible employees not assigned to the Screening Unit who are eligible for overtime and work on a holiday shall receive the Contractual Overtime Rate of pay for all hours worked on a holiday listed in the CLA. This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8) straight time hours of holiday pay. When a holiday falls on a day, other than a Saturday or Sunday, that an employee is not scheduled to work, the employee shall either receive an additional day's pay or shall at their option receive a substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be compensated for in cash.

B. Part-time comprehensive leave eligible employees not assigned to the Screening Unit who are eligible for overtime and work on a holiday shall be paid the contractual overtime rate of pay for the actual hours worked. In addition, the employees shall receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the employees regularly scheduled working hours. Employees will not be compensated for holidays falling on days which they are not regularly scheduled to work.

C. FLSA Exempt Employees required to work on Indigenous Peoples' Day (IPD).

Per the CLA, Indigenous Peoples' Day (IPD) is a recognized King County holiday, but the Court may be required to remain open because the Court calendar is determined by the Washington Supreme Court. FLSA exempt employees in comprehensive leave eligible positions who are

required to work on IPD will receive their normal pay, and a deferred holiday converted to (8) vacation hours (pro-rated for part-time employees) added to their vacation bank on the paycheck that includes the second Monday in October. See also CLA Section 10.2 for applicable terms for employees on alternative work schedules.

8.3. Holiday Compensation - Screening Unit.

A. Full-time comprehensive leave eligible employees assigned to the Screening Unit eligible for overtime, shall receive the Contractual Overtime Rate for all hours worked on the actual calendar dates specified in CLA Holiday Table (Article 10) rather than a designated alternative day of observance per CLA 10.2. Employees shall not receive holiday premium pay for working on an alternate day of observance. Holiday compensation for hours actually worked on a holiday listed in CLA Holiday Table shall be in addition to the (8) straight time hours of holiday pay. Full-time employees not scheduled to work on a holiday in the CLA Holiday Table shall receive eight (8) straight time hours of holiday pay.

B. Part-time comprehensive leave eligible employees assigned to the Screening Unit eligible for overtime, shall receive the Contractual Overtime Rate for all hours worked on the actual calendar dates specified in the CLA Holiday Table (Article 10) rather than a designated alternative day of observance per CLA 10.2. Employees shall not receive holiday premium pay for working on an alternate day of observance. Holiday compensation for hours actually worked on a holiday listed in the CLA Holiday Table shall be in addition to the prorated straight time hours of holiday pay based on the employees FTE status. Part-time employees not scheduled to work on a holiday per the CLA Table shall receive prorated straight time holiday pay based on their FTE status.

ARTICLE 9: VACATIONS

9.1. Comprehensive leave eligible employees shall accrue vacation leave according to CLA Article 9 and 35, and as supplemented below. Administration of vacation leave shall be pursuant to the Court (see Article 6 of the Superior Court Working Condition contract).

9.2. Comprehensive leave eligible employees shall not take or be paid for vacation leave until they have successfully completed their first six (6) months of service in a paid leave eligible position. unless 9.4 applies. This section does not apply when using accrued vacation leave for a qualifying

1 event under the Washington Family Care Act. Employees leaving employment prior to successfully
2 completing their first six (6) months of service shall forfeit and not be paid for accrued vacation
3 leave.

4 **9.3.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the
5 manager/designee for hourly employees.

6 **9.4.** Employees who are in a probationary period as a result of promotion shall be entitled to
7 use vacation time accrued while they are in a probationary status in their new position subject to the
8 approval of the manager/designee.

9 **9.5.** The Court is responsible for the scheduling of vacation leave.

10 **9.6. Vacation Scheduling.** See Superior Court Working Condition contract, Article 6.

11 **ARTICLE 10: MEDICAL AND FAMILY LEAVE**

12 **10.1.** Family and medical leave shall be provided pursuant to CLA Article 11.1 for all
13 employees. Additionally, for employees hired before January 1, 2007, CLA Article 11.2 shall also
14 apply. No employees hired after January 1, 2007, shall be eligible to receive King County Family
15 Medical Leave benefits provided in Article 11.2, unless otherwise agreed in writing.

16 **10.2.** Employees hired before January 1, 2007, shall have a one-time opt-out option of CLA
17 Article 11.2 (King County Family Medical Leave) by providing written notice to Superior Court
18 Human Resources. Employees that decide to opt-out of CLA Article 11.2, shall receive family and
19 medical leave benefits provided by Superior Court Administrative Guidelines, including Parental
20 Leave benefits in Section 8.05 (h). Employees that exercise this option may not revert back to
21 receiving King County Family Medical Leave benefits.

22 **ARTICLE 11: EXAMINATION LEAVE**

23 **11.1.** Comprehensive leave eligible employees shall be entitled to necessary time off with
24 pay for the purpose of participating in County or Court qualifying or promotional examinations. This
25 shall include the time required to complete any required interviews.

26 **ARTICLE 12: PARENTAL LEAVE**

27 **12.1.** In conjunction with CLA Article 7, regular employees that do not receive King County
28 Family Medical Leave shall receive additional, concurrent parental leave benefits pursuant to

Superior Court Administrative Guidelines Section 8.05 (h).

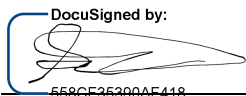
ARTICLE 13: MANAGEMENT LEAVE

13.1. FLSA-exempt comprehensive leave eligible employees are eligible to receive management leave pursuant to the King County Superior Court Administrative Guidelines for Personnel, Section 8.03.

ARTICLE 14: MERIT LEAVE

14.1. Comprehensive leave eligible employees shall also be eligible for Merit Leave per the Superior Court Performance Appraisal Overview Instructions and Procedures.

For Washington State Council of County and City Employees,
Council 2, Local 2084-SC:

DocuSigned by:


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Suzette Dickerson
Staff Representative

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Yvonne Clement-Smith

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Yvonne Clement-Smith
Local 2084 SC President

For King County:

Signed by:
Matthew Wood

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Matthew J. Wood
Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 273**Wage Addendum A****Union Code: N5
N5A****WSCCCE, Council 2, Local 2084-SC
Superior Court**

Job Code	PeopleSoft Job Code	Classification Title	Pay Range *	FLSA Status
4201100	421211	Administrative Specialist I	35	Non-exempt
4201200	421315	Administrative Specialist II	39	Non-exempt
4201300	421407	Administrative Specialist III	43	Non-exempt
0007557	612101	Court Program Technician	48	Non-exempt
5246100	524802	Education Employment Specialist	52	Non-exempt
0007895	007895	Finance Technician - KCSC	47	Non-exempt
4101200	411209	Fiscal Specialist II	39	Non-exempt
4101400	411406	Fiscal Specialist IV	48	Non-exempt
6213100	622302	Juvenile Probation Counselor	56	Non-exempt
6213300	621301	Juvenile Probation Counselor - Lead	59	Non-exempt
0007541	007541	Juvenile Services Social Worker	55	Non-exempt
3116100	312305	Juvenile Services Social Worker – Senior	58	<i>Exempt</i>
5210300	526701	Juvenile Services Technician	50	Non-exempt
2441200	243209	Project/Program Manager II	58	Non-exempt
2441300	243310	Project/Program Manager III	63	<i>Exempt</i>
3115100	312202	Social Services Specialist	41	Non-exempt
6112100	611201	WACIC Data Coordinator	43	Non-exempt

*All FLSA non-exempt classification pay rates shall be pursuant to the ranges stated above on the King County Standardized Hourly Salary Schedule, Line 40 Hours Per Week. All FLSA exempt classification pay rates shall be pursuant to the ranges stated above on the King County Standardized Annual/FLSA Exempt Salary Schedule.