



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.:	5	Date:	21 July 2010
Proposed Ordinance No.:	2010-0381	Prepared by:	Nick Wagner

A. SUMMARY

Proposed Ordinance 2010-0381 (pp. 3-4 of these materials) would approve a collective bargaining agreement (CBA) between King County and the Washington State Council of County and City Employees, Local 2084SC-S. The CBA (pp. 5-31 of these materials) covers Superior Court Supervisors and is limited in scope to wages and matters directly related to wages.¹ Except for a two percent COLA for 2010 pursuant to the furlough memorandum of agreement approved by Ordinance 16340, the CBA is a rollover of the previous CBA for an additional three years.

1. Term of the CBA

The CBA covers the three year period from 1 January 2010 through 31 December 2012 (CBA art. 13, p. 30 of these materials).

2. The Bargaining Unit

The 13 employees who make up the bargaining unit supervise staff who provide the county's full range of juvenile probation services. The majority of the employees in this unit are classified as Juvenile Probation Counselor Supervisors. *See Contract Summary* (p. 35 of these materials).

3. Consistency with Labor Policies

As described in the Contract Summary (pp. 35-36 of these materials), the proposed CBA appears to be consistent with the County's adopted labor policies.

4. Pay Ranges and COLAs

Wage rates are specified in a Wage Addendum to the CBA (p. 31 of these materials) and are unchanged from the previous agreement.

¹ King County Superior Court is one of those entities for which the County Executive is authorized to bargain only wages and benefits. All other working conditions are bargained by the court directly.

The cost-of-living adjustment (COLA) for 2010 would be two percent pursuant to the furlough memorandum of agreement approved by the Council in Ordinance 16340 (adopted on 15 December 2008). *See* CBA § 5.3 (p. 10 of these materials). Section 5.3 of the CBA further provides: “The COLA for 2011 and 2012 will be negotiated at a later date. If the Coalition of County Unions negotiate[s] the COLA with the County the parties agree that negotiations outcome [sic] as it relates to the COLA shall be applied to this contract and be binding on both parties.”

B. NEW CONTRACT PROVISIONS

Except for the 2010 COLA and the reopener for a possible COLA in 2011 and/or 2012, as described above, there are no new contract provisions.

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive’s Fiscal Note (p. 37 of these materials). From a base cost of \$1,077,916 for 2009, the CBA would result in an increase of \$21,559 in 2010. The Executive’s transmittal letter describes the CBA as being within the county’s capacity to finance (p. 40 of these materials).

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

- 1. James Johnson, Labor Negotiator, King County Office of Labor Relations
- 2. Ethan Fineout, Union Representative, Washington State Council of County and City Employees, Council 2

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 18, 2010

Ordinance

Proposed No. 2010-0381.1

Sponsors Hague and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Washington State Council of County and City
4 Employees, Council 2, Local 2084SC-S (Superior Court -
5 Supervisors (Wages Only)) representing employees in the
6 superior court; and establishing the effective date of said
7 agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2010, through and including December 31, 2012.

16

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and Washington State Council of County and City Employees Local 2084SC-S (Superior court Supervisors) 2010-2012, B. Wage Addendum Washington State Council of County And City Employees Council 2, Local 2084SC-S Superior Court - Supervisors

AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC-S (Superior Court Supervisors)
2010 - 2012

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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 2.1. The County recognizes the Union as the exclusive bargaining representative relative to
3 wages and wage-related matters for those employees, excluding confidential and non-supervisory
4 employees, in the classifications and work units listed under the attached wage addendum. The
5 bargaining unit description can be found under Public Employment Relations Commission Decision
6 7397 (PECB, 2001).

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

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

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

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

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

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

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

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

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

1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

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

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1 **ARTICLE 5: WAGES**

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

4 **5.2. Step Increases**

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

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

14 **5.3. COLA** - Effective January 1, 2010 wage rates shall be increased by ninety percent (90%)
15 of the CPI-W, All Cities Index, September to September; provided, however, that the amount shall
16 not be less than two percent (2%) nor greater than six percent (6%).

17 The COLA for 2011 and 2012 will be negotiated at a later date. If the Coalition of County
18 Union's negotiate the COLA with the County the parties agree that negotiations outcome as it relates
19 to the COLA shall be applied to this contract and be binding on both parties.

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

23 **5.5. Mileage** - All employees who have been authorized to use their own transportation on
24 Court business shall be reimbursed at the IRS rate.

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

1 upon receipt of the claim from the employee.

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

7 **5.7.1. Overtime Screeners** - Screening Supervisors work eight (8) hours straight with
8 a paid cumulative 30 minute meal break and will receive overtime after working eight (8) hours in a
9 day and for all hours worked in excess of forty (40) hours per week. The forty (40) hours threshold
10 for determining overtime eligibility is based on the accumulation of paid compensated hours during
11 the workweek.

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

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

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

27 **5.11. Mandatory Meetings/Training** - Employees who are eligible for overtime and who are
28 required by the County or the Court to attend meetings/training during their time off from work will

1 receive at least two hours of pay at the overtime rate. Should the meetings/training extend beyond
2 two (2) hours, employees will receive pay for the actual time attending the meetings/training paid at
3 the overtime rate.

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

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

- 16 1. Outstanding - 10 days;
- 17 2. Exceeds Expectations - 7 days;
- 18 3. Fully Successful - 5 days;
- 19 4. Needs Improvement - 0 days;
- 20 5. Unacceptable - 0 days.

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

24 **5.13. New Classifications** - The County and Union will review and attempt to reach a mutual
25 agreement in determination of the salary range for any newly created or reclassified positions in the
26 bargaining unit.

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

2 The County will provide medical, dental, life, disability, and vision benefits for regular, term-
3 limited temporary and probationary employees and their eligible dependents as determined by the
4 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

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17 and any day as declared by the president or governor and as approved by the Council.

18 A. Whenever a holiday falls upon a Saturday it shall be observed on the preceding
19 Friday and when a holiday falls on a Sunday it shall be observed on the following Monday.

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

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

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

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

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

2 **7.4. Holiday Compensation**

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

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

1 **ARTICLE 8: VACATIONS**

2 **8.1. Vacation Schedule** - 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:

5

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	30
and beyond	

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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 eligible for vacation leave shall use vacation leave beyond the maximum
15 accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the
16 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount
17 unless the director/designee has approved a carryover of such vacation leave because of cyclical
18 workloads, work assignments or other reasons as may be in the best interests of the Court.

19 8.7. In cases of separation from employment by death of an employee with accrued vacation
20 leave and who has successfully completed his/her first six (6) months of service in a paid leave
21 eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made
22 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

23 8.8. If a regular employee eligible for vacation leave resigns or is laid off and subsequently
24 returns to regular employment within two (2) years from such resignation or layoff, as applicable, the
25 employee's prior service shall be counted in determining the vacation leave accrual rate under
26 Sections 8.1. as applicable.

27 8.9. Employees eligible for overtime may use vacation leave in quarter (1/4) hour increments
28 at the discretion of the manager/director.

1 **8.10.** Employees who are in a probationary period as a result of promotion shall be entitled to
2 use accrued vacation time while they are in a probationary status in their new position subject to the
3 approval of the manager/director.

4 **8.11.** The Court is responsible for the proper administration of the vacation leave benefit.
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1 **ARTICLE 9: SICK LEAVE**

2 9.1. Regular, term-limited temporary and probationary employees shall accrue sick leave
3 benefits at the rate of 0.04616 for each hour in regular pay status excluding overtime up to a
4 maximum of eight (8) hours per month. Sick leave shall not begin to accrue until the first of the
5 month following the month in which the employee commenced employment. The employee is not
6 entitled to sick leave if not previously earned.

7 9.2. During the first six (6) months of service in a paid leave eligible position, employees
8 eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of vacation
9 leave as an extension of sick leave. This does not apply when using accrued vacation leave for a
10 qualifying event under the Washington Family Care Act. If an employee does not work a full six (6)
11 months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

12 9.3. There shall be no limit to the hours of sick leave benefits accrued by an eligible
13 employee. Employees eligible for overtime may use sick leave in quarter (1/4) hour increments.

14 9.4. The Court is responsible for the proper administration of the sick leave benefit.

15 9.5. Separation from or termination of employment except by reason of retirement or layoff
16 due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the employee as
17 of the date of separation or termination. Should a regular employee resign or be laid off and return to
18 regular employment within two (2) years, accrued sick leave shall be restored.

19 9.6. Employees eligible to accrue sick leave and who have successfully completed at least
20 five (5) years of benefit eligible service and who retire as a result of length of service or who
21 terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11,
22 as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
23 multiplied by the employee's rate of pay in effect upon the date of leaving employment less
24 mandatory withholdings.

25 9.7. **Leave Without Pay** - An employee must use all of his/her sick leave before taking any
26 unpaid leave for his/her own health reasons. An employee who has exhausted all of his/her sick leave
27 may use accrued vacation leave as sick leave before going on a leave of absence without pay. If the
28 injury is compensable under the County's workers compensation program, then the employee has the

1 option to augment or not augment time loss payments with the use of accrued sick leave.

2 **9.8.** Accrued sick leave will be used for the following reasons:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 **9.12.** Sick leave may only be used for absences from a regular normal work schedule.

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

27 **9.14. Family Care Leave** - For a qualifying event, employees may use available paid leave,
28 including accrued vacation and sick leave, to care for a family member in accordance with the

1 Washington Family Care Act. In all other cases of family care where no sick leave benefit exists, the
2 employee may request vacation leave or may be granted leave without pay.

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1 **ARTICLE 10: GENERAL LEAVES**

2 **10.1. Donation of Leaves** - An employee eligible for paid leaves may donate a portion of
3 his/her accrued leaves to a leave accrual eligible employee. Court employees may transfer up to
4 thirty-five (35) vacation and thirty-five (35) sick leave hours in a calendar year to another Court
5 employee under the following conditions:

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

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

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

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

27 **10.3. Bereavement Leave**

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

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

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

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

8 **D.** For the purposes of this Section, a member of the immediate family will be as
9 defined in Section 8.10 of the King County Superior Court Administrative Guidelines for Personnel
10 Management, adopted 2/22/06.

11 **10.4. Leave - Examinations** - Employees eligible for paid leaves shall be entitled to
12 necessary time off with pay for the purpose of participating in County or Court qualifying or
13 promotional examinations. This shall include time required to complete any required interviews.

14 **10.5. Jury Duty** - Employees eligible for paid leaves who are ordered on a jury shall be
15 entitled to their regular pay; provided, that fees for such jury duty are deposited, exclusive of mileage,
16 with the County.

17 **10.6. School Volunteer** - Employees eligible for paid leaves shall be allowed the use of up to
18 three (3) days of sick leave each year to allow employees to perform volunteer services at the school
19 attended by the employee's child.

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 **11.1.** The County and the Union recognize the importance and desirability of settling
3 grievances promptly and fairly in the interest of good employee relations and morale and to this end
4 the following procedure is outlined. Employees will be unimpeded and free from restraint,
5 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

6 **11.2. Grievance Definition** - An issue raised by an employee, the Union or the Local
7 alleging a violation of the terms of this agreement.

8 **11.3.** A grievance must be presented within ten (10) working days after the occurrence or
9 knowledge of the occurrence of the incident that gave rise to such grievance. Employees have the
10 right to union representation at all levels of the grievance process.

11 **11.4. Grievance Procedure**

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

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

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

1 party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a
2 decision as soon as possible after the case is heard. The arbitrator shall be final and binding on both
3 parties.

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

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

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

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

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

14 **11.6. Mediation**

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

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

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

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

24 **(b)** The parties may mutually agree to other participants such as subject
25 matter experts.

26 3. The parties will meet at mutually agreeable times to attempt to resolve the
27 matter.

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

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- 5. If the matter is not resolved, the grievance may continue through the grievance process.
- 6. The moving party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.
- 7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

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

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

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

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

1 **ARTICLE 12: SAVINGS CLAUSE**

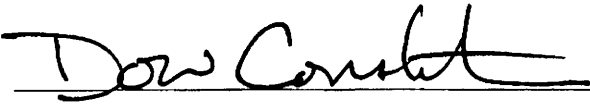
2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reasons of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5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

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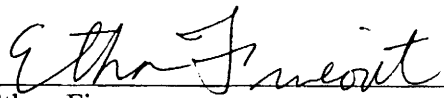
1 **ARTICLE 13: DURATION**

2 This Agreement shall become effective January 1, 2010 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, 2012 (inclusive).

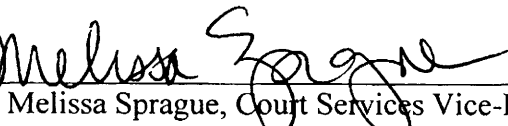
5 APPROVED this 1 day of JULY, 2010

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7 By: 
8 King County Executive
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11 UNION:

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13 Ethan Fineout
14 Washington State Council of County and City Employees, Council 2
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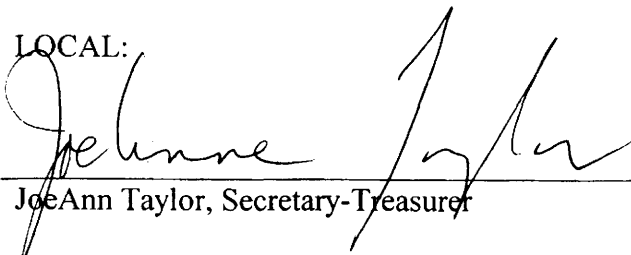
16 LOCAL:

17 
18 Melissa Sprague, Court Services Vice-President
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20 LOCAL:

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22 Tom Archer, Court Services Representative
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24 LOCAL:

25 
26 JoeAnn Taylor, Secretary-Treasurer
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28

cba Code: 274

Wage Addendum

Union Code: 2084S

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

Job Class Code	Peoplesoft Job Code	MSA Job Code	Classification	Range *
4201400	421506	8389	Administrative Specialist IV	45 **
2131200	214211	8162	Business and Finance Officer II	58
6213200	622401	8492	Juvenile Probation Counselor Supervisor	60
6213500	622601	3124	Juvenile Probation Counselor Supervisor - Screening Supervisor	60 **
5247100	524902	3123	Juvenile Program Services Supervisor	60
5242100	524402	8437	Youth Program Coordinator	58

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

** Overtime eligible under the contract.

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Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only))
Labor Negotiator
James J. Johnson

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

Six Point Summary of changes to the attached agreement:
1. All terms and conditions are continued unmodified from the prior agreement.
2. The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations, which was formulated at 90% of the increase in the All Cities CPI-W Index, September to September, provided that the amount produced by application of the foregoing would not be less than 2% or greater than 6%. That cost-of-living increase has already been provided via the implementation of the furlough memorandum of agreement addressing the 2009 budget crisis (Ordinance 16340) in which the county agreed to extend the cost-of-living increase through 2010 for signatory unions.
3. The parties agree to re-open negotiations in 2010 on the subject of cost-of-living adjustments for 2011 and 2012.
4.
5.
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**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only))

TERM OF CONTRACT: January 1, 2010, through December 31, 2012

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: The employees covered by this agreement supervise staff that provide the county's full range of juvenile probation services. The majority of the employees in this unit are classified as Juvenile Probation Counselors Supervisors.

NEGOTIATOR: James J. Johnson

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Reductions are seniority based, as provided for in the Court's working conditions contract.
➤ INTEREST-BASED BARGAINING:	The parties utilized good faith interest-based bargaining principles.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Vacation accrual and sick leave cash-out are consistent with King County Code, Title 3.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	This contract comports with Council policy.
➤ CONTRACTING OUT OF WORK:	This comports with Council policy, as provided for in the Court's working conditions contract.
➤ LABOR / MANAGEMENT COMMITTEES:	A Labor Management Committee is established in the Superior Court's working conditions contract.
➤ DISCIPLINE & GRIEVANCES:	Article 11 contains a grievance procedure (through arbitration) for wage-related grievances. This contract is not applicable to disciplinary matters as such matters are covered by the Superior Court working conditions contract.
➤ MEDIATION:	Mediation is optional for the parties.
➤ CONTRACT CONSOLIDATION:	This contract covers supervisory staff performing juvenile probation services in the Superior Court.
➤ BENEFITS TRUST PLAN:	N/A
➤ HEALTH BENEFITS COST SHARING:	Employees are covered by the standard county insurance plan.

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

CONTRACT:

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

COUNCIL POLICY	COMMENTS
➤ RELEASE TIME:	Negotiations comported with county policy.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	Negotiations have been timely.
➤ TIMELINESS OF IMPLEMENTATION:	Prompt implementation is anticipated upon ratification of contract/ordinance by Council.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	N/A
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	Leave usage is consistent with the Superior Court's Administrative Guidelines for Personnel Management.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement gives the county the right to implement bi-weekly pay.
➤ INTEREST ARBITRATION ELIGIBLE:	No
➤ NO STRIKE PROVISION:	Comports with Council policy - covered in the Superior Court's working conditions contract.
➤ ADDITIONAL LEAVE PROVISIONS:	No
➤ HOURS OF WORK:	The employees covered by this agreement work a core of 36 hours per week.
➤ PERFORMANCE EVALUATIONS:	The employees covered by this agreement receive regular performance evaluations.



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only))		
Effective Date:	Three Year contract 1/1/2010 – 12/31/2012		
Affected Agency and/or Agencies:	Superior Court		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, HRD	Phone: 205-8004	
Department Sign Off:	Steve Davis, Business & Finance Manager, Superior Court	Phone: 296-9377	
Note Reviewed by:	Supplemental Required?	Lindsey Novakovic, Budget Analyst	Phone: 263-9711
NO <input type="checkbox"/>	YES <input type="checkbox"/>		

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2010		
CX	10	Sup Court	\$ 13,297		
Youth Services Grant	2140	Sup Court	\$ 8,262		
TOTAL			\$ 21,559		

EXPENDITURE BY CATEGORIES:						
Expense Type	Dept Code	Department	2009 Base	2010		
Salaries		SupCourt	\$ 942,710	\$ 18,854		
OT			\$ 11,198	\$ 225		
PERS & FICA			\$ 124,008	\$ 2,480		
TOTAL			\$ 1,077,916	\$ 21,559		

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period (s):	Contract 1/1/2010 to 12/31/2012.
2. Wage Adjustments & Effective Dates:	
COLA:	2.00% for 2010, re-opener for 2011 and 2012
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Provisions unchanged.
PERS/FICA:	Payroll taxes assumed to be 13%.
Overtime:	
4. Other Cost Factors:	None

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June 28, 2010

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

Dear Councilmember Ferguson:

The enclosed ordinance, if approved, will ratify the Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only)) collective bargaining agreement for the period of January 1, 2010, through December 31, 2012. This agreement covers 13 employees in the Superior Court. The agreement only covers wages and wage-related provisions. The Court is responsible for bargaining working conditions, which it has done successfully.

The employees covered by this agreement supervise staff that provide the county's full range of juvenile probation services. The majority of the employees in this unit are classified as Juvenile Probation Counselor Supervisor.

This agreement preserves longstanding efficiencies, including a mediation option to litigation for the resolution of grievances and a requirement that notice and an opportunity to resolve the complaint be provided to the county before it is filed with the Washington State Public Employment Relations Commission. Additionally, this agreement includes no set cost-of-living formula, but preserves for King County the opportunity to bargain the issue of 2011 cost-of-living.

The wage settlement for this contract provides no change to existing wages. The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations, which was formulated at 90% of the increase in the All Cities CPI-W Index, September to September, provided that the amount produced by application of the foregoing would not be less than 2% or greater than 6%. That cost-of-living increase has already been provided via the implementation of the furlough memorandum of agreement addressing the 2009 budget crisis (Ordinance 16340) in which the county agreed to extend the cost-of-living increase through 2010 for signatory unions. The contract also provides a re-opener during 2010 for the purpose of negotiating cost-of-living increases for 2011 and 2012. The 2010 cost-

The Honorable Bob Ferguson
June 28, 2010
Page 2

of-living costs, shown on the attached informational fiscal note, were budgeted in 2009 as part of the furlough memorandum of agreement.

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.

If you have questions, please contact Patti Cole-Tindall, Labor Relations Manager, at 206-296-4273 at your convenience.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Chief of Staff
Anne Noris, Clerk of the Council
Dwight Dively, Director, Office of Management and Budget & Office of Strategic
Planning and Performance Management
Patti Cole-Tindall, Labor Relations Manager, Office of Labor Relations