

**Coalition Labor Agreement (CLA) - Appendix for 274  
Agreement (Wages Only)  
Between King County  
And  
Washington State Council of County and City Employees, Council 2, Local 2084SC-S  
Superior Court - Supervisors**

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**Agreement (Wages Only) Between King County And**  
**Washington State Council of County and City Employees, Council 2, Local 2084SC-S**  
**Superior Court – Supervisors**

**PREAMBLE**

These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees (Union) representing Local 2084SC-S (Local). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (Council). This Agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the legal jurisdiction of the County. If the parties discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement (CLA), the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

**ARTICLE 1: PURPOSE**

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

**ARTICLE 2: 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.

**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 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 those employees, excluding confidential and non-supervisory employees, in the classifications and work units listed under the attached wage addendum. The bargaining unit description can be found under Public Employment Relations Commission Decision 7397-A (PECB, 2001).

**ARTICLE 4: RIGHTS OF MANAGEMENT**

**4.1. Rights of the Court** - The management of the Court and the direction of the work force 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 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: WAGES**

**5.1. Pay Ranges.** Salary and wage rates for each classification in the bargaining unit are set forth in the Wage Addendum A. If the County increases wage rates for Juvenile Probation Counselors or Juvenile Probation Counselor – Leads, or Administrative Support Specialist III in Superior Court, the County and Union agree to reopen negotiations on classification wages in this bargaining unit.

**5.2. General Wage Increases.**

**A.** General Wage Increases (i.e., COLA) for this Agreement shall be pursuant to the Coalition Labor Agreement.

### 5.3. Step Increases

**A. Probationary Employee.** Upon successful completion of a six (6) month probationary period, regular employees working a full-time schedule shall advance to the next step in their classification wage range. If the probationary period is extended, the employee shall only be advanced to the next step upon satisfactory completion of their probationary period. However, an employee who has not successfully completed probation on or before September 30 will not be entitled to an annual step increase on January 1.

**B. Regular Employee.** For regular employees effective January 1, 2023, additional (1) step annual increases will be given on January 1 each year after the probationary increase subject to limitation in 5.3(A) until such time that the employee has reached Step 10. Regular employees working a part-time schedule will receive step advances based on a pro-ratio of the full-time schedule.

**C. Term-Limited Temporary (TLT) Employee.** TLT employees may be eligible for an annual one-step increase at the discretion of the Court depending on the employee's performance. Any step increases granted will be effective on the anniversary of twelve (12) months of continuous employment.

**D. Short-Term Temporary (STT) Employee.** STT employees are ineligible for step increases.

**5.4. Overtime.** Employee(s) eligible for Contractual Overtime pay are classified as Screening Supervisor and Administrative Specialist IV.

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

**5.4.2. Contractual "Daily" Overtime.** Employee(s) classified as Screening Supervisor are eligible for Contractual Daily Overtime for hours worked in excess of their regularly scheduled hours of at least (8) hours in a day, depending on the employee's regular work schedule (e.g., employee on 4/10 schedule would be eligible for Daily Overtime after their regular 10 hours are worked). Contractual Daily Overtime will be paid at the Contractual Overtime Rate in effect at the

time the overtime work is performed.

**5.4.3. Contractual “Weekly” Overtime.** Employees in the Screening Supervisor and Administrative Specialist IV classifications are eligible for Contractual Weekly Overtime, which shall be paid to employees for all hours worked in excess of (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. The (40) hour threshold for determining overtime eligibility is based on the accumulation of paid compensated hours during the FLSA workweek. The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee’s hourly base rate of pay and any applicable pay premiums in effect at the time the OT is worked (known as “time and 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.

**5.4.4. Contractual Overtime Rate.** The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee’s hourly base rate of pay and any applicable pay premiums in effect at the time the overtime is worked (known as “time and 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.

**5.5. Compensatory Time.** A regular employee who is eligible for overtime may request and with the approval of the manager/designee may receive compensatory time off in lieu of overtime pay. A maximum of (80) hours of compensatory time can be accrued at any given time. Any unused balance of compensatory time hours as of the end of the pay period which includes December 31, shall have those excess hours cashed out.

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

**5.7. 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.

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

**A.** Regular employees, except those in the classifications of Screening Supervisor and Administrative Specialist IV, shall be eligible for management leave pursuant to the Superior Court Administrative Guidelines for Personnel, Section 8.03. Management leave shall be granted in addition to earned annual leave for those regular employees who are not eligible for overtime. The granting of up to ten (10) days of leave shall be based on the regular employee's overall rating on their annual performance appraisal.

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

**B.** Management leave shall be effective at the beginning of the calendar year

following the performance appraisal and must be used in the calendar year for which it is given.

Management Leave cannot be carried over to another year or cashed out.

**5.9. New Classifications** - The County and Union will review and attempt to reach a mutual agreement in determination of the salary range for any newly created classifications in the bargaining unit.

**5.10. Employee Request to Transition to a 40-hour workweek schedule from 5/4 work schedule**

**A. Work Hour Change Request Process** . Employees on a 5/4 work schedule may voluntarily request to transition to a (40) hour workweek subject to approval by the Court. The Court may deny a request at its discretion. The normal workday hours for a (40) hour schedule are (8) hours per day exclusive of the unpaid meal period, and the normal work week shall consist of (5) consecutive workdays with (2) consecutive days off.

Employees may not revert back to their previous workweek hours once the work hour change request has been approved and implemented, including via transfer, unless the Court approves a change at its discretion.

## **ARTICLE 6: 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 7: HOLIDAYS**

### **7.1. Holiday Compensation**

**A. Overtime eligible Employee.** Comprehensive leave eligible employees (FLSA-non-exempt) shall receive the Contractual Overtime rate of pay for all hours worked on a holiday listed in CLA Article 10. 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 days' pay or shall at their option receive a substitute holiday, use of which must be scheduled (5) days in advance. Substitute holidays not taken off within (1) year shall be compensated for in cash.

**B. Overtime Eligible Part-time Employee.** Comprehensive leave eligible employees shall be paid time 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 FTE status (i.e., 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.



**ARTICLE 8: VACATIONS**

**8.1.** The parties agree paid vacation shall be accrued as provided below.

Months of Service	Current Hourly Accrual Rate	Approximate Days/Year
0	0.04620	12.01200
60	0.05770	15.00200
96	0.06160	16.01600
120	0.07700	20.02000
192	0.08080	21.00800
204	0.08470	22.02200
216	0.08850	23.01000
228	0.09240	24.02400
240	0.09620	25.01200
252	0.10010	26.02600
264	0.10390	27.01400
276	0.10780	28.02800
288	0.11160	29.01600
300	0.11540	30.00400

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

**8.3.** Employees eligible for vacation leave shall accrue vacation leave from their date of hire. Employees may accrue vacation leave each pay period which may not be used until earned.

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

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

**8.6.** Employees eligible for vacation leave hired on or before 12/31/17 may accrue up to sixty (60) days' vacation calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty-two (432) hours (or 480 hours for employees working the 40-hour workweek hired on or before 12/31/17).

All Employees hired after 12/31/17 shall have their accrued vacation leave balance capped at three hundred twenty (320) hours. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the director/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the Court.

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

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

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

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

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

## **ARTICLE 9: EXAMINATION LEAVE**

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

## **ARTICLE 10: MERIT LEAVE**

**10.1 Merit Leave Incentive.** Comprehensive leave eligible employees that work (40) hour workweeks shall be eligible for Merit Leave implemented per the Superior Court Performance Appraisal Overview Instructions and Procedures. Comprehensive leave eligible employees not assigned to (40) hour workweek schedules are ineligible for Merit Leave.

For Council 2, Local 2084SC-S:

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Labor Relations Negotiator

Office of Labor Relations, Executive

Office

**cba Code: 274****Union Code: N4****Wage Addendum****WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES****Council 2, LOCAL 2084SC-S****Superior Court - Supervisors**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range *</b>
4201400	421506	Administrative Specialist IV	46 **
2131200	214211	Business and Finance Officer II	58
6213200	622401	Juvenile Probation Counselor Supervisor	62
6213500	622601	Juvenile Probation Counselor Supervisor - Screening Supervisor	62 **
5247100	524902	Juvenile Program Services Supervisor	62

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

**\*\*Overtime eligible under the contract.**