

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

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**Agreement Between King County**

**And**

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

**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

1 non-superseding article or section listed below in this Article is understood to have no  
2 application to the bargaining unit.

3 **ARTICLE 3: UNION RECOGNITION**

4 **3.1.** The County recognizes the Union as the exclusive bargaining representative relative to  
5 wages and wage-related matters for all employees, excluding supervisors and confidential employees,  
6 in the classifications listed under the Addendum A. The bargaining unit description can be found  
7 under Public Employment Relations Commission Decision 12909 (PECB, 2018).

8 **ARTICLE 4: RIGHTS OF MANAGEMENT**

9 **4.1. Rights of the Court.** The management of the Court and the direction of the work force is  
10 vested exclusively in the Court.

11 **4.2. Rights of the County.** The County has the right to determine and establish wages and  
12 wage-related matters, such as wage rates for classifications and employees, the kinds and levels of  
13 paid leaves and insured benefits, and how and when employees are compensated. All of the rights,  
14 functions, powers and authority of the County not specifically abridged, delegated or modified by the  
15 Agreement are recognized by the Union as being retained by the County.

16 **ARTICLE 5: EQUAL EMPLOYMENT OPPORTUNITY**

17 **5.1. Complaint.** Allegations of unlawful discrimination ~~or alleged violations of this Article~~  
18 shall not be a proper subject for the grievance procedure herein, but may instead be filed by an  
19 employee with the appropriate human rights agency.

20 **ARTICLE 6: WAGES**

21 **6.1. Pay Ranges.** Wage rates for each classification in the bargaining unit are set forth in  
22 Addendum A.

23 **6.2. General Wage Increases.**

24 **A.** General Wage Increases for employees under this Agreement shall be pursuant to  
25 the Coalition Labor Agreement.

26 **6.3. Step Progression.**

27 **A.** Upon successful completion of a probationary period, a regular employee shall  
28 advance to the next step in their classification wage range. If the probationary period is extended up

1 to (3) months, the regular employee shall be advanced to the next step upon satisfactory completion  
2 of the full probationary period.

3 **B. Annual step increases** may be provided on January 1 after the first increase  
4 described in Section 5.2.A if the employee is not on probation. Step increases shall be subject to the  
5 Superior Court Performance Appraisal Merit Increase Table in the Performance Appraisal Overview  
6 Instructions and Procedures, as amended by the Court. If the Superior Court Performance Appraisal  
7 Merit Increase table is changed, the Court shall provide notice to the union and bargain impacts of the  
8 decision. CLA 29.4 (step progression) shall not apply to this bargaining unit.

9 **6.4. FLSA Workweek.** The workweek is defined as Saturday through Friday.

10 **6.5. Overtime.**

11 **A. Contractual Weekly Overtime.** All employees in positions classified as FLSA  
12 non-exempt are eligible for Contractual Weekly Overtime, which shall be paid to employees  
13 for all hours worked in excess of (40) hours per FLSA workweek at the Contractual Overtime  
14 Rate in effect at the time the overtime work is performed. The (40) hour threshold for  
15 determining overtime eligibility is based on the accumulation of paid compensated hours  
16 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  
19 hours worked in excess of their regularly scheduled hours of at least (8) hours that occur in  
20 the same calendar workday. In addition, if an employee works a regular shift, and is also  
21 required to work extra night shift hours that span two calendar workdays, all extra hours  
22 worked shall be considered eligible for daily overtime pay. Paid leave hours do not count  
23 toward Daily Overtime eligibility. Contractual Daily Overtime will be paid at the Contractual  
24 Overtime Rate in effect at the time the 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  
27 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.

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

6                   **6.6. Compensatory Time.**

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

12                  **6.7. Mandatory Meetings/Training.**

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

18                  **6.8. Personal Property.** Employees whose personal property is damaged during the  
19                  performance of their duties shall have same repaired or replaced at County expense; provided, that  
20                  such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork  
21                  necessary to process claims covered under this Section will be initiated by the Court with due speed  
22                  upon receipt of the claim from the employee.

23                  **6.9. Employee Work Hour Change Request.**

24                  For employees in the bargaining unit not already on a 40 Hour Schedule, the County will  
25                  provide a one-time incentive payment of \$2,000 if the employee submits an email request to  
26                  transition to a 40 Hour Schedule prior to December 31, 2024, and the request is approved by the  
27                  Court. Employee requests submitted after December 31, 2024, may be approved, but are ineligible  
28                  for the \$2,000 incentive. All requests shall be approved or denied based on a specific operational

1 reason at the Courts discretion, including the effective date the work hour change is implemented.  
2 Requests will be granted unless it creates a specific operational issue for the Court. If the Court is  
3 unable to grant a work hour change request, a written response describing the operational issue(s)  
4 shall be provided to the employee upon request. Employees may not revert back to their previous  
5 work hours once the work hour change has been approved and implemented, including via transfer,  
6 unless the Court approves the change at its discretion. The \$2,000 incentive payment shall occur  
7 subsequent to the work hour change approval date and may occur prior to the actual implementation  
8 date of the employee’s new 40 Hour Schedule. The incentive payment shall not be paid if the Court  
9 denies a request, and no employee may receive more than one incentive payment. Any incentive  
10 payments shall occur subsequent to full ratification of this Agreement.

11 **ARTICLE 7: HEALTHCARE AND INSURANCE PLANS**

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

15 **ARTICLE 8: HOLIDAYS**

16 **8.1.** The parties agree paid holiday leave shall be pursuant to CLA Article 10, and  
17 supplemented below in this Article.

18 **8.2. Holiday Compensation.**

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

27 **B.** Part-time comprehensive leave eligible employees not assigned to the Screening  
28



1 Unit who are eligible for overtime and work on a holiday shall be paid the contractual overtime rate<sup>1</sup>  
2 of pay for the actual hours worked. In addition, the employees shall receive holiday pay for holidays  
3 which fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the  
4 employees regularly scheduled working hours. Employees will not be compensated for holidays  
5 falling on days which they are not regularly scheduled to work.

6 **C. FLSA Exempt Employees required to work on Indigenous Peoples’ Day (IPD).**

7 Per the CLA, Indigenous Peoples’ Day (IPD) is a recognized King County holiday, but the Court  
8 may be required to remain open because the Court calendar is determined by the Washington  
9 Supreme Court. FLSA exempt employees in comprehensive leave eligible positions who are  
10 required to work on IPD will receive their normal pay, and a deferred holiday converted to (8)  
11 vacation hours (pro-rated for part-time employees) added to their vacation bank on the paycheck that  
12 includes the second Monday in October. See also CLA Section 10.2 for applicable terms for  
13 employees on alternative work schedules.

14 **8.3. Holiday Compensation - Screening Unit.**

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

23 **B.** Part-time comprehensive leave eligible employees assigned to the Screening Unit  
24 eligible for overtime, shall receive the Contractual Overtime Rate for all hours worked on the actual  
25 calendar dates specified in the CLA Holiday Table (Article 10) rather than a designated alternative  
26 day of observance per CLA 10.2. Employees shall not receive holiday premium pay for working on  
27 an alternate day of observance. Holiday compensation for hours actually worked on a holiday listed  
28 \_\_\_\_\_

1 in the CLA Holiday Table shall be in addition to the prorated straight time hours of holiday pay based  
2 on the employees FTE status. Part-time employees not scheduled to work on a holiday per the CLA  
3 Table shall receive prorated straight time holiday pay based on their FTE status.

4 **ARTICLE 9: VACATIONS**

5 **9.1.** Comprehensive leave eligible employees shall accrue vacation leave according to CLA  
6 Article 9 and 35, and as supplemented below. Administration of vacation leave shall be pursuant to  
7 the Court (see Article 6 of the Superior Court Working Condition contract).

8 **9.2.** Comprehensive leave eligible employees shall not take or be paid for vacation leave until  
9 they have successfully completed their first six (6) months of service in a paid leave eligible position.  
10 unless 9.4 applies. This section does not apply when using accrued vacation leave for a qualifying  
11 event under the Washington Family Care Act. Employees leaving employment prior to successfully  
12 completing their first six (6) months of service shall forfeit and not be paid for accrued vacation  
13 leave.

14 **9.3.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the  
15 manager/designee for hourly employees.

16 **9.4.** Employees who are in a probationary period as a result of promotion shall be entitled to  
17 use vacation time accrued while they are in a probationary status in their new position subject to the  
18 approval of the manager/designee.

19 **9.5.** The Court is responsible for the scheduling of vacation leave.

20 **9.6. Vacation Scheduling.** See Superior Court Working Condition contract, Article 6.

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

22 **10.1.** Family and medical leave shall be provided pursuant to MLA Article 11.1 for all  
23 employees. Additionally, for employees hired before January 1, 2007, MLA Article 11.2 shall also  
24 apply. No employees hired after January 1, 2007, shall be eligible to receive King County Family  
25 Medical Leave benefits provided in Article 11.2, unless otherwise agreed in writing.

26 **10.2.** Employees hired before January 1, 2007, shall have a one-time opt-out option of MLA  
27 Article 11.2 (King County Family Medical Leave) by providing written notice to Superior Court  
28 Human Resources. Employees that decide to opt-out of MLA Article 11.2, shall receive family and

1 medical leave benefits provided by Superior Court Administrative Guidelines, including Parental  
2 Leave benefits in Section 8.05 (h). Employees that exercise this option may not revert back to  
3 receiving King County Family Medical Leave benefits.

4 **ARTICLE 11: EXAMINATION LEAVE**

5       **11.1.** Comprehensive leave eligible employees shall be entitled to necessary time off with  
6 pay for the purpose of participating in County or Court qualifying or promotional examinations. This  
7 shall include time required to complete any required interviews.

8 **ARTICLE 12: PARENTAL LEAVE**

9       **12.1.** In conjunction with CLA Article 7, regular employees that do not receive King County  
10 Family Medical Leave shall receive additional, concurrent parental leave benefits pursuant to  
11 Superior Court Administrative Guidelines Section 8.05 (h).

12 **ARTICLE 13: MANAGEMENT LEAVE**

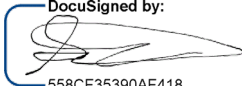
13       **13.1.** FLSA-exempt comprehensive leave eligible employees are eligible to receive  
14 management leave pursuant to the King County Superior Court Administrative Guidelines for  
15 Personnel, Section 8.03.

16 **ARTICLE 14: MERIT LEAVE**

17       **14.1.** Comprehensive leave eligible employees assigned to work forty (40) hour workweek  
18 schedules for a total of eighty (80) hours per biweekly pay period shall also be eligible for Merit  
19 Leave per the Superior Court Performance Appraisal Overview Instructions and Procedures.  
20 Comprehensive leave eligible employees not assigned to forty (40) hour workweeks for a total of  
21 eighty (80) hours per biweekly pay period are ineligible for Merit Leave.

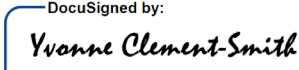
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**FOR WASHINGTON STATE COUNCIL OF COUNTY AND  
CITY EMPLOYEES, COUNCIL 2, LOCAL 2084-SC:**

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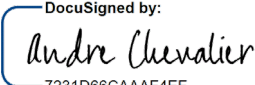
Suzette Dickerson  
Staff Representative

DocuSigned by:  


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Yvonne Clement-Smith  
Local 2084 SC President

**FOR KING COUNTY:**

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Andre Chevalier  
Labor Relations Negotiator  
Office of Labor Relations

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	33	Non-exempt
4201200	421315	Administrative Specialist II	37	Non-exempt
4201300	421407	Administrative Specialist III	41	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	38	Non-exempt
4101400	411406	Fiscal Specialist IV	47	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	Exempt
5210300	526701	Juvenile Services Technician	50	Non-exempt
2441200	243209	Project/Program Manager II	58	Non-exempt
2441300	243310	Project/Program Manager III	63	Exempt
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.

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**ADDENDUM B:**  
**JOB CLASSIFICATION REVIEW – ADMINISTRATIVE SPECIALISTS**

The Court agrees to review the current body of work performed by employees in the Administrative Specialist classification series and determine whether these employees are appropriately classified. This review will be completed by the Court no later than October 28, 2022. Any change to position classification will be effective November 12, 2022.

**Certificate Of Completion**

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	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
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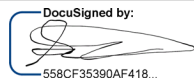
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**Signer Events**

Suzette Dickerson  
 suzette@douncil2.com  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Drawn on Device  
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 Signed using mobile

**Timestamp**

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 Signed: 7/11/2022 8:30:34 AM

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Yvonne Clement-Smith  
 yvonne.clement-smith@kingcounty.gov  
 JPC  
 King County Superior Court  
 Security Level: Email, Account Authentication (None)



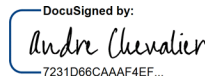
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Sent: 7/10/2022 11:22:18 AM  
 Viewed: 7/11/2022 8:09:10 AM  
 Signed: 7/11/2022 8:10:44 AM

**Electronic Record and Signature Disclosure:**

Accepted: 7/11/2022 8:09:10 AM  
 ID: 0fb5b6ef-2982-4b30-86d8-491479d3e7c5

Andre Chevalier  
 andre.chevalier@kingcounty.gov  
 Labor Relations Negotiator  
 King County Executive Department-OLR  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.222.20

Sent: 7/11/2022 8:30:36 AM  
 Viewed: 7/11/2022 9:40:56 AM  
 Signed: 7/11/2022 9:41:01 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	7/10/2022 11:22:18 AM
Certified Delivered	Security Checked	7/11/2022 9:40:56 AM
Signing Complete	Security Checked	7/11/2022 9:41:01 AM
Completed	Security Checked	7/11/2022 9:41:01 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.