

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item No.:	5	Date:	28 October 2013
Proposed No.:	2013-0412	Prepared by:	Nick Wagner

SUMMARY

Proposed Ordinance 2013-0412 (Attachment 1) would approve a collective bargaining agreement (CBA) (Attachment 1-A) between King County and the Washington State Council of County and City Employees, Council 2, Local 2084-SC. The CBA covers compensation and benefits for about 99 employees who work in King County Superior Court.

1. Term of the CBA

The CBA (Attachment 1-A) covers the two-year period from 1 January 2013 through 31 December 2014 (CBA Article 14, p. 19).¹

2. The Bargaining Unit

As described in the Executive's transmittal letter (Attachment 4), most of the 99 employees who make up this bargaining unit are Juvenile Probation Counselors. A complete list of the covered classifications can be found in the Wage Addendum (Attachment 1-B).

3. Compensation and Benefits Only

The CBA covers only compensation and benefits. Working conditions for these employees are negotiated by the Superior Court, not by the County Executive, and are not subject to review and approval by the Council.

CHANGED CONTRACT PROVISIONS

The CBA is largely a two-year rollover, or continuation, of the previous CBA, with the following exceptions:

¹ Page references in this staff report refer to the page number of the specific attachment, not to the page number of the meeting materials.

1. COLAs

Section 5.3 of the CBA (Attachment 1-A, p. 3) and Addendum A (Attachment 1-C) provide for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County's represented employees for the years in question:

Year	COLA Formula	COLA
2013	95% of CPI-W increase for Seattle-Tacoma- Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma- Bremerton, with 0% floor and no ceiling	1.67%

These COLAs had already been agreed-upon as part of the 2010 "Zero COLA" agreement covering the years 2011-2014, in which this bargaining unit joined.

2. No changes in pay range

The CBA includes no changes in the pay ranges for the bargaining unit, though three classifications have been added.

3. Other changes

Sections 7.2 (personal holidays), 8.6 (vacation), and 9.1 (sick leave) of the CBA (Attachment 1-A) have been modified slightly, either to comport with how they have been administered historically or to comply with moving to a common payroll system, or both.

FISCAL IMPACT

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

	2013	2014
Increase over previous year	\$187,697	\$104,662
Cumulative increase over 2012	\$187,697	\$292,359

The fiscal impact is attributable entirely to the COLAs.

CONSISTENCY WITH LABOR POLICIES

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

LEGAL REVIEW

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

INVITED

- 1. Robert Railton, Labor Negotiator, King County Office of Labor Relations
- 2. Dan Baxter, Local Union President, Washington State Council of County and City Employees
- 3. Bill Dennis, Research Director, Washington State Council of County and City Employees

ATTACHMENTS

- 1. Proposed Ordinance 2013-0412 Att. A (Collective Bargaining Agreement) Att. B (Wage Addendum) Att. C (MOA re. COLAs)
- 2. Checklist and Summary of Changes
- 3. Contract Summary
- 4. Transmittal letter
- 5. Fiscal Note

[Blank Page]



KING COUNTY

Signature Report

October 24, 2013

Ordinance

	Proposed No. 2013-0412.1	Sponsors Patterson and Phillips
1	AN ORDINANCE app	proving and adopting the collective
2	bargaining agreement i	negotiated by and between King
3	County and Washingto	n State Council of County and City
4	Employees, Council 2,	Local 2084-SC (Superior Court -
5	Staff (Wages Only)) re	presenting employees in King
6	County superior court;	and establishing the effective date of
7	said agreement.	
8	BE IT ORDAINED BY THE	COUNCIL OF KING COUNTY:
9	SECTION 1. The collective b	argaining agreement negotiated by and between
10	King County and Washington State C	ouncil of County and City Employees, Council 2,
11	Local 2084-SC (Superior Court - Staf	f (Wages Only)) representing employees in King
12	County superior court and attached he	ereto is hereby approved and adopted by this
13	reference made a part hereof.	

- 14 <u>SECTION 2.</u> Terms and conditions of said agreement shall be effective from
- 15 January 1, 2013, through and including December 31, 2014.

16

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Agreement, B. Wage Addendum A, C. Addendum B Memorandum of Agreement

	AGREEMENT BETWEEN
	KING COUNTY
	AND
WASH	INGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
	LOCAL 2084SC (Superior Court)
PREAMBLE	
ARTICLE 1:	PURPOSE1
ARTICLE 2:	UNION RECOGNITION AND MEMBERSHIP 1
ARTICLE 3:	RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT
ARTICLE 4:	EQUAL EMPLOYMENT OPPORTUNITY2
ARTICLE 5:	WAGES
ARTICLE 6:	HEALTHCARE AND INSURANCE PLANS
ARTICLE 7:	HOLIDAYS
ARTICLE 8:	VACATIONS7
ARTICLE 9:	SICK LEAVE
ARTICLE 10:	GENERAL LEAVES
ARTICLE 11:	GRIEVANCE PROCEDURE
ARTICLE 12:	SAVINGS CLAUSE
ARTICLE 13:	WAIVER AND COMPLETE AGREEMENT
ARTICLE 14:	DURATION
ADDENDUM A	: WAGES
ADDENDUM B	: MEMORANDUM OF AGREEMENT ADDRESSING THE 2011 BUDGET
	CRISIS
·	

AGREEMENT BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 2084SC (Superior Court) 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

8 State Council of County and City Employees (Union) representing Local 2084SC (Local). This
9 Agreement shall be subject to approval by ordinance by the Metropolitan King County Council
10 (Council). This Agreement was entered into for the purpose of setting forth the mutual
11 understandings of the parties regarding wages and related matters that are within the legal jurisdiction
12 of the County.

13 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.

20 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

1

2

3

4

5

6

7

21 2.1. The County recognizes the Union as the exclusive bargaining representative relative to
22 wages and wage-related matters for all employees, excluding supervisors and confidential employees,
23 in the classifications listed under the Addendum A. The bargaining unit description can be found
24 under Public Employment Relations Commission Decision 7397 (PECB, 2001).

25 2.2. Union Membership - It shall be a condition of employment that all employees covered
26 by this Agreement who are members of the Union in good standing on the effective date of this
27 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition
28 of employment that all employees covered by this Agreement and hired or assigned into the

bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such 1 2 employment, become and remain members in good standing in the Union or pay an agency fee.

2.3. Exemption - In accordance with RCW 41.56.122, employees covered by this Agreement who are forbidden from joining a Union by bona fide religious beliefs, or tenets or teachings of a church or religious body, shall contribute an amount equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union.

The employee shall furnish written proof that such payments have been made.

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

2.5. Indemnification - The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

ARTICLE 3: RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT

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

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

24 **3.2.1.** Bi-weekly pay - King County has the right to make changes to the payroll system, including, but not limited to, the right to implement a bi-weekly payroll system and the 25 26 conversion of wages and leave accrual to an hourly rate.

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY

28

27

4.1. EEO - The County or the Union shall not unlawfully discriminate against any employee

with respect to compensation, terms, conditions, or privileges of employment as contained in this
 agreement because of race, creed, color, religion, sexual orientation, Union membership, political
 ideology, marital status, national origin, age, sex, or any sensory, mental or physical disability.

4 4.2. Complaint - Allegations of unlawful discrimination shall not be a proper subject for the
5 grievance procedure herein, but may instead be filed by an employee with the appropriate human
6 rights agency.

ARTICLE 5: WAGES

7

8

9

5.1. Pay Ranges - Wage rates for each classification are set forth in Addendum A.

5.2. Step Increases

A. Upon successful completion of a six (6) month probationary period, a regular
employee shall advance to the next step in his/her classification wage range. If the probationary
period is for one (1) year, the regular employee shall be advanced to the next step upon satisfactory
completion of the first six (6) months of employment.

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

18 5.3. COLA - Effective January 1, 2013, wage rates in effect on December 31 of the previous
19 year shall be increased in accordance with the provisions of the COLA Memorandum of Agreement
20 between King County and WSCCCE Council 2 Addressing the 2011 Budget Crisis, attached as
21 Addendum B.

5.4. Overtime - Employees shall be paid at an overtime rate of time and one-half (1-1/2) their
regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40) hour
threshold for determining overtime eligibility is based on the accumulation of paid compensated
hours during the workweek.

26 5.4.1. Overtime Screeners - Employees assigned to the Screening unit will receive
27 overtime after working eight (8) hours in a day and for all hours worked in excess of forty (40) hours
28 per week. The forty (40) hour threshold for determining overtime eligibility is based on the

1 accumulation of paid compensated hours during the workweek.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

5.5. Compensatory Time - An employee may request and with the approval of the
 manager/designee may receive time off in lieu of overtime pay under the same conditions provided in
 Section 5.4.

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

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

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

5.8. Work Out-of-Classification - Employees who perform the preponderance of work outside of their normal classification where the pay range is greater than their current classification will receive a five percent (5%) increase or Step 1 of the new classification, whichever is greater.

24 5.9. Mileage - All employees who have been authorized to use their own transportation on
25 Court business shall be reimbursed at the IRS rate.

26 5.10. Personal Property - Employees whose personal property is damaged during the
27 performance of their duties shall have same repaired or replaced at County expense; provided, that
28 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.

ARTICLE 6: HEALTHCARE AND INSURANCE PLANS

The County will provide medical, dental, life, disability, and vision benefits for regular, termlimited temporary and probationary employees and their eligible dependents as determined by the Joint Labor Management Insurance Committee or its successor.

7 ARTICLE 7: HOLIDAYS

3

4

5

6

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

7.1. Celebrated Holidays - All regular, term-limited temporary and probationary employees who work a full-time schedule shall be granted the following holidays with pay:

Holiday	Date Celebrated
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

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

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

26 B. Holidays paid for but not worked shall be recognized as time worked for the
27 purpose of determining weekly overtime.

28

C. Employees working multiple shifts will observe holidays only on the dates and

1 days specified under Section 7.1., "Date Celebrated."

7.2. Personal Holidays - Regular, term-limited temporary and probationary employees shall
receive two (2) personal holidays to be administered through the vacation plan. One personal holiday
shall be added to the vacation leave bank in the pay-period that includes the first day of October and
one personal holiday will be added in the pay-period that includes the first day of November of each
year. These days may be used in the same manner as any vacation day earned.

7 7.3. Part-time Employees - Employees eligible for holidays who work a part-time schedule
8 receive paid holidays prorated based on their workweek schedule.

7.4. Holiday Compensation

9

23

24

25

26

27

28

A. Full-time employees who are eligible for holiday pay shall receive time and onehalf (1-1/2) the regular rate of pay for all hours worked on a holiday listed in Section 7.1. above. 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 he/she shall either receive an additional day's pay or shall
at their option receive a substitute holiday, use of which must be scheduled five (5) days in advance.
Substitute holidays not taken off within one (1) year shall be compensated for in cash.

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

ARTICLE 8: VACATIONS

8.1. Vacation Schedule for Employees - Regular, term-limited temporary and probationary employees who work a full-time schedule shall accrue vacation leave benefits as described in the following table:

5 6 7	Full Years of Service		Equivalent/ Pro-Rated days (7.2 hours/day)
8	Upon hire through end of Year	5	12
9	Upon beginning of Year	6	15
10	Upon beginning of Year	9	16
11	Upon beginning of Year	11	20
12	Upon beginning of Year	17	21
13	Upon beginning of Year	18	22
14	Upon beginning of Year	19	23
15	Upon beginning of Year	20	24
16	Upon beginning of Year	21	25
17	Upon beginning of Year	22	26
18	Upon beginning of Year	23	27
19	Upon beginning of Year	24	28
20	Upon beginning of Year	25	29
21	Upon beginning of Year	26	30
22	and beyond		
23			

8.2. Part-time Employees - Employees eligible for vacation leave who work a part-time
schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 8.1.;
provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled
workweek.

8.3. Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

Washington State Council of County and City Employees, Council 2, Local 2084-SC, Superior Court - Staff (Wages Only) January 1, 2013 through December 31, 2014 273C0213 Page 7

1 2

3

4

28

Employees may accrue vacation leave each pay period which may not be used until earned. 1

2 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 paid leave 3 eligible position. This section does not apply when using accrued vacation leave for a qualifying 4 5 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 6 7 leave.

8 **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 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 mandatory withholdings. 12

11

13 **8.6.** Employees eligible for vacation leave may accrue up to sixty (60) days vacation 14 calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty-two 15 (432) 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 16 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the 17 18 maximum amount unless the director/designee has approved a carryover of such vacation leave 19 because of cyclical workloads, work assignments or other reasons as may be in the best interests of the Court. 20

21 **8.7.** In cases of separation from employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of service in a paid leave 22 23 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. 24

8.8. If a regular employee eligible for vacation leave resigns or is laid off and subsequently 25 26 returns to regular employment within two (2) years from such resignation or layoff, as applicable, the 27 employee's prior service shall be counted in determining the vacation leave accrual rate under 28 Sections 8.1.

8.9. Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the
 manager/designee.

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

8.11. The Court is responsible for the scheduling of vacation leave.

ARTICLE 9: SICK LEAVE

9.1. Regular, term-limited temporary and probationary employees shall accrue sick leave
benefits at the rate of 0.04616 for each hour in regular pay status excluding overtime up to a
maximum of eight (8) hours per month. Employees shall accrue sick leave from their date of hire in
a leave eligible position. The employee is not entitled to sick leave if not previously earned.

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

18 9.3. There shall be no limit to the hours of sick leave benefits accrued by an eligible
19 employee. Sick leave may be used in quarter (1/4) hour increments.

20

3

4

5

6

7

8

9

10

11

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

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

9.6. Regular employees who have successfully completed at least five (5) years of benefit
eligible service and who retire as a result of length of service or who terminate by reason of death
shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount
equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the

employee's rate of pay in effect upon the date of leaving employment less mandatory withholdings. 1 9.7. Leave Without Pay - An employee must use all of his/her sick leave before taking any 2 unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers 3 compensation program, then the employee has the option to augment or not augment time loss 4 5 payments with the use of accrued sick leave. 9.8. Accrued sick leave will be used for the following reasons: 6 A. The employee's bona fide illness; provided, that an employee who suffers an 7 occupational illness may not simultaneously collect sick leave and worker's compensation payments 8 9 in a total amount greater than the net regular pay of the employee; 10 **B.** The employee's incapacitating injury, provided that: 1. An employee injured on the job may not simultaneously collect sick leave 11 12 and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his/her worker's compensation time loss 13 pay through the use of sick leave will be deemed on unpaid leave status; 14 2. An employee who chooses to augment workers compensation payments 15 with the use of accrued sick leave will notify the workers compensation office in writing at the 16 beginning of the leave; 17 3. An employee may not collect sick leave and worker's compensation time 18 loss payments for physical incapacity due to any injury or occupational illness which is directly 19 20 traceable to employment other than with the County. C. Exposure to contagious diseases and resulting quarantine. 21 **D.** A female employee's temporary disability caused by or contributed to by 22 23 pregnancy and childbirth. 24 E. The employee's medical, ocular or dental appointments, provided that the employee's manager/designee has approved the scheduling of sick leave for such appointments. 25 **F.** To care for the employee's eligible child if the child has an illness or health 26 27 condition which requires treatment or supervision from the employee; 28 G. To care for other family members, if: Washington State Council of County and City Employees, Council 2, Local 2084-SC, Superior Court - Staff (Wages Only) January 1, 2013 through December 31, 2014 273C0213

Page 10

1	1. The employee has been employed for twelve (12) months or more and has
2	actually worked a minimum of nine hundred and thirty-six (936) hours in the preceding twelve (12)
3	months,
4	2. For employees hired before January 1, 2007: The family member is the
5	employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or
6	domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual
7	who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; For
8	employees hired on or after January 1, 2007: Family member will be as defined in Section 8.05 (b) of
9	the King County Superior Court Administrative Guidelines for Personnel Management, adopted
10	2/2/06 and,
11	3. The reason for the leave is one of the following:
12	a. The birth of a son or daughter and care of the newborn child, or
13	placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
14	within twelve (12) months of the birth, adoption or placement;
15	b. The care of the employee's child or child of the employee's spouse
16	or domestic partner whose illness or health condition requires treatment or supervision by the
17	employee; or
18	c. Care of a family member who suffers from a serious health
19	condition.
20	H. Leave eligible employees who do not qualify for use of sick leave as provided
21	under Section 9.8.G. can use sick leave in the maximum amount of three (3) days per calendar year
22	when an employee is required to care for an immediate family member who suffers from a serious
23	health condition. The three (3) day maximum does not apply when using accrued leave for a
24	qualifying event under the Washington Family Care Act
25	9.9. Medical and Family Leave
26	For employees hired before January 1, 2007: An employee may take a total of up to
27	eighteen (18) workweeks of unpaid leave for his/her own serious health condition, and for family
28	reasons as provided in Sections 9.8.F. and 9.8.G. combined, within a twelve (12) month period.
	Washington State Council of County and City Employees, Council 2, Local 2084-SC, Superior Court - Staff (Wages Only) January 1, 2013 through December 31, 2014

|| 273C0213 || Page 11 For employees hired on or after January 1, 2007: An employee may take a total of
 up to twelve (12) workweeks of leave for his/her own serious health condition, and for family reasons
 as provided in Sections 9.8.F. and 9.8.G. combined, within a twelve (12) month period. Such leave
 must be used in accordance with Section 8.05(d) of King County Superior Court Administrative
 Guidelines for Personnel Management, adopted 2/2/06.

6 For all employees the leave may be continuous, which is consecutive days or weeks, or
7 intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the
8 following conditions:

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

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

15 C. Temporary Transfer - If an employee requests intermittent leave or leave on a
16 reduced leave schedule under Section 9.9.B. that is foreseeable based on planned medical treatment,
17 the manager/designee may require the employee to transfer temporarily to an available alternative
18 position for which the employee is qualified and that has equivalent pay and benefits and that better
19 accommodates recurring periods of leave than the regular position of the employee.

20 9.9.1. Concurrent Time - Use of donated leave will run concurrently with the
21 eighteen (18) workweek family medical leave entitlement.

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

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

- 27
- 28

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

B. A position with equivalent status, benefits, pay and other terms and

1

conditions of employment; and

C. The same seniority accrued before the date on which the leave commenced.
 9.9.4. Failure to Return to Work - Failure to return to work by the expiration date of
 the leave of absence may be cause for removal and result in termination of the employee.

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

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

9.12. Family Leave - For a qualifying event, employees may use available paid leave,
including accrued vacation and sick leave, to care for a family member in accordance with the
Washington Family Care Act. In all other cases of family care where no sick leave benefit exists, the
employee may request vacation leave or may be granted leave without pay.

16

17

18

19

9.13. For employees hired on or after January 1, 2007

Sick Leave Conversion Program - Employees are eligible for the "Sick LeaveConversion Program" in accordance with Section 8.06 of the King County Superior CourtAdministrative Guidelines for Personnel Management, adopted 2/2/06.

20

9.14. For employees hired on or after January 1, 2007

21 Parental Leave - Employees are eligible for eighteen (18) weeks Parental Leave to be
22 used in accordance with Section 8.05(f) of the King County Superior Court Administrative
23 Guidelines for Personnel Management, adopted 2/2/06.

9.15. Opt Out - Employees hired before January 1, 2007, may exercise a one time option to
be covered by the provisions of 9.9, 9.13 and 9.14 of this Article inclusive. Employees can only
exercise this option during the first two (2) weeks of October each year.

28

27

1

2

3

4

5

ARTICLE 10: GENERAL LEAVES

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

6 A. Vacation Leave Hours. Both the donor and the donee must have completed one
7 year of service as a regular employee, the donation must be used within ninety (90) days, and donated
8 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.

B. Sick Leave Hours. The donor's sick leave balance must equal one hundred (100)
hours or more after the deduction of the donation and the donee must have at least six (6) months of
service. The transfer must have the approval of the Chief Administrative Officer. The donor may not
receive any compensation for such donation. Donated sick leave must be used within ninety (90)
calendar days of the date of the donation. Donated hours that are not used within ninety (90) days
will revert to the donating employee. Donated sick leave is excluded from sick leave payoff
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.

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

- 10.3. Bereavement Leave
- 28

27

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

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

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

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

D. For the purposes of this Section, a member of the immediate family is as follows: 8 9 spouse, domestic partner, grandparent, parent, child, sibling, grandchild of the employee, employee's 10 spouse or employee's domestic partner.

10.4. Leave - Examinations - Employees eligible for paid leaves 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.

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

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

20

11

12

13

14

15

16

ARTICLE 11: GRIEVANCE PROCEDURE

11.1. The County and the Union recognize the importance and desirability of settling 21 grievances promptly and fairly in the interest of good employee relations and morale and to this end 22 23 the following procedure is outlined. Employees will be unimpeded and free from restraint, 24 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

11.2. Grievance Definition - An issue raised by an employee, the Union or the Local 25 alleging a violation of the terms of this Agreement. 26

27 11.3. A grievance must be presented within fifteen (15) calendar days after the occurrence of 28 the incident that gave rise to such grievance. Employees have the right to union representation at all

1 || levels of the grievance process.

2

11.4. Grievance Procedure

A. Step 1. A grievance relating to wages or wage-related matters shall be presented
in writing to the appropriate Court director/designee. The Court director/designee shall meet with the
employee and the Union representative to gain all relevant facts and shall attempt to resolve the
matter and notify the Union and the County within thirty (30) calendar days following receipt of the
grievance.

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

14 **11.5.** Arbitration - Failing resolution at Step 2 of the grievance process, the Union may 15 request arbitration within thirty (30) calendar days of the conclusion of Step 2 specifying the exact 16 question which it wishes to arbitrate. The County and Union shall select a third disinterested party to 17 serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, an arbitrator 18 will be selected from a list supplied by PERC or FMCS, whichever source is mutually acceptable. 19 The arbitrator will be selected from the list by both the County and the Union representatives. The 20 party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a 21 decision as soon as possible after the case is heard. The arbitrator shall be final and binding on both 22 parties.

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

26

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

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

D. There shall be no strikes, cessation of work or walkouts during such conferences or 1 2 arbitration. E. Each party to an arbitration proceeding shall bear the full cost of its representatives 3 4 and witnesses. 5 11.6. Mediation A. Unfair Labor Practice - The County and the Union agree that thirty (30) calendar 6 7 days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in 8 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as 9 relief for the alleged Unfair Labor Practice. 10 **B.** Grievance - After a grievance is initially filed, the following Alternative Dispute 11 12 Resolution (ADR) process may be followed, with mutual consent. 1. A meeting will be arranged by the County and Union Representatives. 13 2. The meeting will include a mediator(s) and the affected parties. 14 15 (a) The parties may mutually agree to other participants such as subject matter experts. 16 3. The parties will meet at mutually agreeable times to attempt to resolve the 17 18 matter. 19 4. If the matter is resolved, the grievance will be withdrawn. 20 5. If the matter is not resolved, the grievance may continue through the grievance process with thirty (30) days written notice following conclusion 21 22 of the mediation process. 23 6. The moving party can initiate the next step in the grievance process at the 24 appropriate times, irrespective of this process. 7. Offers to settle and aspects of settlement discussions will not be used as 25 evidence or referred to if the grievance is not resolved by this process. 26 27 This section does not supersede or preclude any use of grievance mediation later in the 28 grievance process. Washington State Council of County and City Employees, Council 2, Local 2084-SC, Superior Court - Staff (Wages Only) January 1, 2013 through December 31, 2014

273C0213 Page 17 **11.7.** Time limits set forth in this Article may be extended by mutual agreement in writing.

2 11.8. Grievances shall be heard during normal working hours unless stipulated otherwise by
3 the parties.

4 ARTICLE 12: SAVINGS CLAUSE

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

11

20

21

22

23

24

25

26

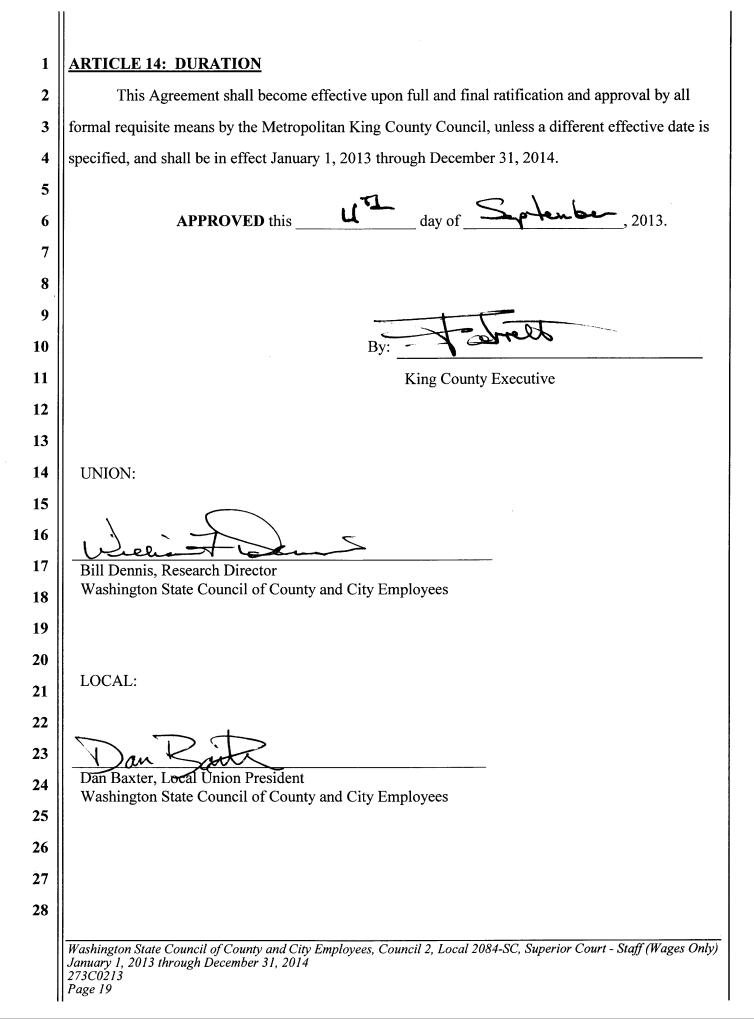
27

28

1

ARTICLE 13: WAIVER AND COMPLETE AGREEMENT

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



ATTACHMENT B

cba Code: 273

WSCCCE, Council 2, Local 2084-SC Superior Court Wage Addendum A

Union Codes: N5 N5A

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
4200100	421107	Administrative Office Assistant	29
4201100	421211	Administrative Specialist I	33
4201200	421315	Administrative Specialist II	37
4201300	421407	Administrative Specialist III	41
0007836	613101	Case Setting Coordinator	42
0007557	612101	Court Program Specialist II	40
5246100	524802	Education Employment Specialist	50
0007895	007895	Finance Technician - KCSC	41
4101200	411209	Fiscal Specialist II	38
4101400	411406	Fiscal Specialist IV	47
6213100	622302	Juvenile Probation Counselor	54
6213300	621301	Juvenile Probation Counselor - Lead	57
5247200	528101	Juvenile Program Services Coordinator	55
5210300	526701	Juvenile Services Technician	50
2441200	243209	Project/Program Manager II	57
2441300	243310	Project/Program Manager III	60
6112100	611201	WACIC Data Coordinator	40

* 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. [Blank Page]

ADDENDUM B

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2 ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Washington State Council of County and City Employees, Council 2, are covered by the following labor agreements:

cba Code	Union	Contract
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
080	WSCCCE, Council 2, Local 21AD	Department of Adult and Juvenile Detention
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community and Human Services
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
276	WSCCCE, Council 2, Local 2084-S	Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors)

 Addressing King County 2011 Budget Crisis - 2011 COLA

 Washington State Council of County and City Employees, Council 2

 000U0310_COLA-2011_Council 2_02

 Page 1
 273C0213_Addendum B_000U0310_COLA-2011_Council 2_02_scsg.pdf

ADDENDUM B

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Washington State Council of County and City Employees, Council 2 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. <u>2013 COLA</u>

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining

ADDENDUM B

agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

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

For Washington State Council of County and City Employees,

Council 2: Ludic

For King County:

ndull

Patti Cole-Tindall, Director Office of Labor Relations King County Executive Office

12-21-10

[Blank Page]



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 2084-SC (Superior Court - Staff (Wages Only))

Labor Negotiator

Robert Railton

Prosecuting Attorney's Review	Yes
Legislative Review 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?	

Six Point Summary of changes to the attached agreement:

1. Most terms and conditions are continued unmodified from the prior agreement. Language related to vacation leave, sick leave and holidays were changed to comport with how they have been historically administered, and/or because there is a need to change the language to comply with moving to a common payroll system.

2. In 2014, employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

3.	
4.	
5.	
6.	

[Blank Page]

KING COUNTY COUNCIL ADOPTED LABOR POLICIES CONTRACT SUMMARY

CONTRACT:	Washington State Council of County and City Employees, Council 2, Local 2084-SC (Superior Court - Staff (Wages Only))
TERM OF CONTRACT:	January 1, 2013, through December 31, 2014
DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:	The employees covered by this agreement provide the County's full range of juvenile probation services.

NEGOTIATOR: Robert Railton

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 collaborative interest-based bargaining principles.
Diversity in the County's Workforce:	The agreement contains a non-discrimination clause consistent with other King County collective bargaining agreements.
CONTRACTING OUT OF WORK:	Contracting out of work 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.
MEDIATION:	The agreement contains provisions for voluntary mediation of wage-related grievances.
CONTRACT CONSOLIDATION:	This agreement covers all non-supervisory staff performing juvenile probation services in the Superior Court.
HEALTH BENEFITS COST SHARING:	Employees are covered by the standard County insurance plan.
TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	Negotiations were timely and an agreement was reached prior to the expiration of the collective bargaining agreement.
USE OF TEMPORARY AND PART-TIME EMPLOYEES:	N/A

KING COUNTY COUNCIL ADOPTED LABOR POLICIES CONTRACT SUMMARY

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

MISCELLANEOUS CONTRACT ISSUES:							
BIWEEKLY PAY:	The agreement gives the County the right to implement bi- weekly pay.						
INTEREST ARBITRATION ELIGIBLE:	Employees in this bargaining unit are not interest arbitration eligible.						
No strike provision:	The agreement contains no strike language.						
ADDITIONAL LEAVE PROVISIONS:	N/A						
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.						

September 11, 2013

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

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide a full range of juvenile probation services in Superior Court.

The enclosed ordinance, if approved, will ratify the Washington State Council of County and City Employees, Council 2, Local 2084-SC (Superior Court - Staff (Wages Only)) collective bargaining agreement for the period of January 1, 2013, through December 31, 2014. This agreement covers 99 employees in King County Superior Court. The majority of the employees in this unit are classified as Juvenile Probation Counselors. The agreement only covers wages and wage-related provisions. The Court is responsible for bargaining working conditions.

This agreement furthers the goals of the County's Strategic Plan as it contains improvements in efficiency, accountability, and productivity for the County by incorporating language that is standard with other County contracts. For example, there were changes to language related to vacation leave, sick leave, and holidays to comport with how they have been historically administered at Superior Court, and to comply with moving to a common payroll system.

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

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

Thank you for your consideration of this ordinance. This important legislation will help ensure King County residents are provided juvenile probation services in Superior Court. The Honorable Larry Gossett September 11, 2013 Page 2

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

Sincerely,

Dow Constantine King County Executive

Enclosures

cc: King County Councilmembers
 <u>ATTN</u>: Michael Woywod, Chief of Staff
 Anne Noris, Clerk of the Council
 Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
 Executive Office
 Dwight Dively, Director, Office of Performance, Strategy and Budget
 Patti Cole-Tindall, Director, Office of Labor Relations

	King County FISCAL NOTE					
Ordinance/Motion No.	Collective Bargaining Agreement					
Title:	Washington State Council of County and City Employees, Council 2, Local 2084-SC (Superior Court - Staff (Wages Only))					
Effective Date:	Two Year contract $1/1/2013 - 12/31/2014$					
Affected Agency and/or Agencies:	Superior Court					
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Phone: 205-8004 Relations					
Department Sign Off:	Steve Davis, Business and Finance Manager Superior Court Phone: 477-1639					
Note Reviewed by: Supplemental Required? Andrew Bauck, Budget Analyst Phone: 26 NO X YES						

EXPENDITURES FROM:							
Fund Title	Fund Code	Department		2013* 2014			
СХ	10	Superior Court	\$	133,444	\$	74,431	
MIDD – Juv Drug Ct	1135	Superior Court	\$	11,629	\$	6,483	
Sup Ct Grant	2140	Superior Court	\$	42,624	\$	23,748	
TOTAL: Increase FM previous year TOTAL: Cumulative			\$ \$	187,697 187,697	\$ \$	104,662 292,359	

EXPENDITURE BY CATEGORIES:								
Expense	Dept	Department	20	12 Base (est.)		2013*	2014	
Туре	Code							
Salaries			\$	5,261,051	\$	162,566	\$ 90,574	
ОТ			\$	21,916	\$	677	\$ 452	
PERS & FICA			\$	791,388	\$	24,454	\$ 13,636	
Total			\$	6,074,355				
TOTAL: Increase FM previous year				\$	187,697	\$ 104,662		
TOTAL: Cumulative				\$	187,697	\$ 292,359		

	ASSUMPTIONS:					
Ass	Assumptions used in estimating expenditure include:					
1.	Contract Period(s):	1/1/2013 - 12/31/2014				
2.	Wage Adjustments & Effective Dates:					
	COLA:	95% Seattle June to June for 2013, 3.09%;				
		95% Seattle June to June for 2014, 1.67%				
	Other:					
	Retro/Lump Sum Payment:	None				
3.	Other Wage-Related Factors:					
	Step Increase Movement:	Provisions unchanged.				
	PERS/FICA:	Payroll taxes assumed to be 14.98%.				
	Overtime:					
4.	Other Cost Factors:					
		* Bargaining unit has already received 2013 COLA as part of 2011 zero COLA				
		agreement.				