

Master Labor Agreement (MLA) - Appendix 53
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 21DC
District Court - Wages
[090]

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1 **Master Labor Agreement (MLA) - Appendix 53**
2 **Agreement Between King County**
3 **And**
4 **Washington State Council of County and City Employees, Council 2, Local 21DC**
5 **District Court - Wages**
6 **[090]**

7 **PREAMBLE**

8 These Articles Constitute an Agreement, the terms of which have been negotiated in good
9 faith, between King County and the Washington State Council of County and City Employees,
10 AFSCME, AFL-CIO, Local 21DC. This agreement shall be subject to approval by Ordinance of the
11 King County Council and was entered into for the purpose of setting forth the mutual understandings
12 of the parties regarding wages and directly wage related benefits as allowed by law. If the parties
13 discover a clerical oversight or a misunderstanding arises due to the Master Labor Agreement
14 (MLA), the parties agree to first meet and discuss the issue prior to filing any grievances or
15 complaints.

16 **ARTICLE 1: PURPOSE**

17 The intent and purpose of this Agreement is to set forth the mutual agreement of the parties
18 regarding wages and benefits relating directly to wages.

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

20 **Section 2.1.** King County recognizes the Washington State Council of County and City
21 Employees, AFSCME, AFL-CIO, Local 21DC, as the exclusive bargaining representative of all
22 regular full-time and regular part-time employees of the King County District Court whose job
23 classifications are listed in PERC case numbers 7837-E-89-1329 and 8063-E-89-1366 (see Article 4
24 and Addendum A) in matters relating to wages and benefits directly related to wages.

25 **Section 2.2. Dues Deduction.** Upon receipt of written authorization individually signed by a
26 bargaining unit employee, the County shall have deducted from the pay of such employee, the
27 amount of dues (or agency fees, or donation to non religious charities as outlined in the collective
28 bargaining agreement between Local 21DC and the District Court, Article 1) as certified by the
29 business manager of the union.

30 The union will indemnify, defend and hold the County harmless against any claims made and

1 against any suit instituted against the County on account of any check-off of dues for the union. The
2 union agrees to refund to the County any amounts paid to it in error on account of the check-off
3 provision upon presentation of proper evidence thereof.

4 **ARTICLE 3: RIGHTS OF MANAGEMENT**

5 **Section 3.1.** The management of the King County District Court and the direction of the
6 work force is vested by both the Washington State Constitution and State law exclusively in the King
7 County District Court. All matters, other than wages and benefits directly related to wages, or
8 otherwise not specifically and expressly covered or referenced by the language of this Agreement,
9 shall be administered for its duration by the King County District Court.

10 **ARTICLE 4: WAGE RATES**

11 **Section 4.1a.** The wage rates for the classifications listed below shall be as listed in
12 Addendum A.

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PeopleSoft Job Code	Classification Title
007723	District Court Clerk
007740	Probation Officer
007746	Probation Officer - Lead
311801	Probation Mental Health Specialist

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20 **Section 4.1b.** Upon satisfactory completion of the probationary period, regular full time
21 employees shall receive annually, increases from one step to the next higher step within the range.
22 Regular part-time employees shall receive step increases based on a prorated basis, based on the
23 actual hours worked in relation to a full-time schedule.

24 An employee shall start at Step 1 for the classification unless she/he possesses qualifications
25 or experience above the minimum for the position. If a newly hired employee possesses one or more
26 of the listed qualifications which the Court decides justifies starting higher than Step 1, the employee
27 shall receive a salary above Step 1. Despite the qualifications and/or experience of the newly hired
28 employee, however, she/he shall not be placed above Step 6 for a starting salary. However,

1 employees returning to District Court employment within a two-year period shall be placed at the
2 same salary step as when they left, provided they return to the same job classification.

3 1). Fluent in approved Foreign Language/Signing - 1 Step

4 2). Prior experience credit is given for clerical experience, job knowledge, skills, and
5 abilities, as follows:

6 a). Two (2) years State of Washington Court of Limited Jurisdiction Clerical
7 experience - 1 Step for every 2 years (Limit 5 Steps);

8 b). Three (3) years other court clerical experience - 1 Step for every 3 years
9 (Limit 5 Steps);

10 c). One (1) year of King County District Court Clerk experience - 1 Step for
11 every year (Limit 5 Steps);

12 d). Three (3) years of legal assistant and/or legal secretary experience - 1 Step
13 for every 3 years (Limit 5 Steps);

14 e). Educational degree from an accredited 4 year institution - 2 Steps;

15 f). Educational degree from a specialty program related to the work of the
16 Court from a vocational institution, 2 year degree from an accredited community college, or the
17 equivalent job knowledge gained through a combination of experience and educational pursuits - 1
18 Step. If a newly hired employee has either an educational degree from a specialty program in a
19 vocational institution or a 2 year degree from an accredited community college AND an educational
20 degree from an accredited 4 year institution, the employee will be credited a maximum of 2 steps.

21 g). Employees who receive an advanced educational degree (e.g., A.A., B.A.)
22 beyond their high school diploma or GED while employed within the bargaining unit shall receive
23 extra step placement (based on the step entitlement set forth in Section 1a. above) at their regular
24 anniversary date following their receipt of the degree. Under no circumstances may employees be
25 paid above step 10 of their salary range under this provision.

26 3). Prior experience credit is given for Probation Officer experience as follows:

27 a). Two (2) years State of Washington Court of Limited Jurisdiction Probation
28 officer experience - 1 Step for every 2 years (Limit 5 Steps);

1 b). Three (3) years other Probation Officer experience - 1 Step for every 3
2 years (Limit 5 Steps).

3 4). Alcohol/Drug Certified/Qualified - 1 Step

4 **Section 4.2.** All wage rates in effect for the classifications listed in Addendum A receive
5 increases in accordance with the King County and Union Coalition "2017-2018 Total Compensation"
6 Memorandum of Agreement, Document Code: 000U0516 and Article 29 of the King County
7 Coalition of Unions MLA.

8 **Section 4.3.** Employees will be paid overtime at the rate of one and one-half times their
9 regular rate of pay for all hours worked in excess of forty (40) hours in a week.

10 **Section 4.4. Callbacks.** Are pursuant to Article 33 of the MLA.

11 **Section 4.5. Out of Class Pay.** MLA Provisions in Article 37 regarding Working Out of
12 Class shall not apply to this bargaining unit. An employee who is temporarily assigned to function in
13 a higher classification for one (1) working day or more shall be paid five percent (5%) above the
14 employee's regular rate of pay. If the employee performs overtime work in the higher classification,
15 the overtime calculation shall be calculated on the out-of-class rate. When an out-of-class assignment
16 is expected to continue for one week (forty consecutive hours or thirty-two consecutive hours in a
17 holiday week or twenty-four consecutive hours in the Thanksgiving holiday week) or more, the
18 employee will be temporarily upgraded to the higher classification. Employees shall be considered
19 assigned to function in a higher classification for any assigned responsibility for training employees
20 and the minimum assignment for purposes of pay shall be one (1) day. Assignments of this training
21 responsibility shall be as determined by the court.

22 **Section 4.6. Court Closures.** Employees designated and directed to work in the event of
23 emergency court closures, pursuant to Article 19 of the working conditions agreement between the
24 District Court and the Union, shall be paid one and one-half times their base hourly rate, or accrue
25 compensatory time at time and one-half, for all hours worked during such closures, with a minimum
26 of five (5) hours.

27 **ARTICLE 5: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

28 **Section 5.1.** Group medical, dental, and life insurance programs will be maintained in

1 accordance with Article 25 of the King County Coalition of Unions MLA.

2 **ARTICLE 6: GRIEVANCE PROCEDURE**

3 Is pursuant to Article 26 of the MLA.

4 **ARTICLE 7: HOLIDAYS**

5 Are pursuant to Article 10 of the MLA.

6 **ARTICLE 8: SICK, BEREAVEMENT, AND FMLA LEAVE**

7 **Section 8.1. Sick Leave.** Is pursuant to Article 34 of the MLA.

8 **Section 8.2. Bereavement Leave.** Is pursuant to Article 8 of the MLA.

9 **Section 8.3. Family Medical Leave Act.** Is pursuant to Article 11.1 and 11.3 of the MLA.

10 **ARTICLE 9: VACATIONS**

11 Are pursuant to Article 35 of the MLA.

12 **ARTICLE 10: WAIVER CLAUSE**

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

21 **ARTICLE 11: MISCELLANEOUS**

22 **Section 11.1. Personal Property Damage.** Employees who unavoidably suffer a loss or
23 damage to essential personal property worn on the body while working shall have same repaired or
24 replaced by the employer at employer expense, provided that such reimbursement shall not exceed
25 \$300 per incident.

26 **Section 11.2. Military Leave.** Is pursuant to Article 2 of the MLA.

27 **Section 11.3. Automobile Expense.** Is pursuant to Article 24 of the MLA.

28 **Section 11.4. Jury Duty.** Is pursuant to Article 5 of the MLA.

1 **ARTICLE 12: DURATION**

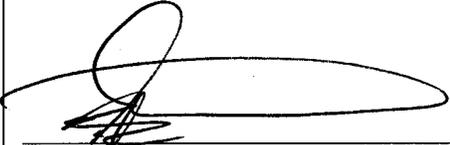
2 Is pursuant to Article 31 of the MLA.

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5 APPROVED this 15 day of MARCH, 2018.

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9 By: Dow Condit

10 King County Executive

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15 Washington State Council of County and City
Employees, Council 2, Local 21DC

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18 _____
19 Suzette Dickerson
Staff Representative

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3 **Addendum A**
4 **Wage Rates**
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PeopleSoft Job Code	Classification Title	Range*
007723	District Court Clerk	40
007740	Probation Officer	56
007746	Probation Officer - Lead	58
311801	Probation Mental Health Specialist	60

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*All classifications are paid from the King County Standardized Salary Schedule at the 40 hour rate.