

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PREAMBLE 1

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 2

ARTICLE 3: RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT 3

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY..... 4

ARTICLE 5: WAGES 5

ARTICLE 6: HEALTHCARE AND INSURANCE PLANS..... 8

ARTICLE 7: HOLIDAYS 9

ARTICLE 8: VACATIONS 11

ARTICLE 9: SICK LEAVE 14

ARTICLE 10: GENERAL LEAVES..... 19

ARTICLE 11: GRIEVANCE PROCEDURE..... 21

ARTICLE 12: SAVINGS CLAUSE..... 24

ARTICLE 13: WAIVER AND COMPLETE AGREEMENT 25

ARTICLE 14: DURATION..... 26

1 **AGREEMENT BETWEEN**

2 **KING COUNTY**

3 **AND**

4 **WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**

5 **LOCAL 2084SC (Superior Court)**

6 **PREAMBLE**

7 These Articles constitute an Agreement between King County (County) and the Washington
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**

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

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

2 **2.1.** The County recognizes the Union as the exclusive bargaining representative relative to
3 wages and wage-related matters for all employees, excluding supervisors and confidential employees,
4 in the classifications listed under the Addendum A. The bargaining unit description can be found
5 under Public Employment Relations Commission Decision 7397 (PECB, 2001).

6 **2.2. Union Membership** - It shall be a condition of employment that all employees covered
7 by this Agreement who are members of the Union in good standing on the effective date of this
8 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition
9 of employment that all employees covered by this Agreement and hired or assigned into the
10 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such
11 employment, become and remain members in good standing in the Union or pay an agency fee.

12 **2.3. Exemption** - In accordance with RCW 41.56.122, employees covered by this Agreement
13 who are forbidden from joining a Union by bona fide religious beliefs, or tenets or teachings of a
14 church or religious body, shall contribute an amount equivalent to regular Union dues and initiation
15 fees to a non-religious charity or to another charitable organization mutually agreed upon by the
16 employee affected and the Union.

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

18 **2.4. Dues Deduction** - Upon receipt of written authorization individually signed by an
19 employee, the County shall have deducted from the pay of such employee the amount of dues as
20 certified by the business manager of WSCCCE and shall transmit the same to its treasurer.

21 **2.5. Indemnification** - The Union will indemnify, defend and hold the County harmless
22 against any claims made and against any suit instituted against the County on account of any
23 check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in
24 error on account of the check-off provisions upon presentation of proper evidence thereof.

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

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

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

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

1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

2 **4.1. EEO** - The County or the Union shall not unlawfully discriminate against any employee
3 with respect to compensation, terms, conditions, or privileges of employment as contained in this
4 agreement because of race, creed, color, religion, sexual orientation, Union membership, political
5 ideology, marital status, national origin, age, sex, or any sensory, mental or physical disability.

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

9 **4.3. ADA** - The parties agree that personnel actions may be taken to accommodate
10 disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an
11 accommodation under the ADA shall take precedence over any conflicting provisions of this
12 Agreement.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 5: WAGES**

2 **5.1. Pay Ranges** - Wage rates for each classification are set forth in Addendum A.

3 **5.2. Step Increases**

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

8 B. Annual step increases will be given after the first increase described in Section
9 5.2.A, the employee's work performance and work habits are satisfactory; and until such time that the
10 employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the
11 discretion of the manager/designee.

12 **5.3. COLA** - Effective January 1 of each year of the Agreement (2007, 2008, 2009), wage
13 rates in effect on December 31 of the previous year shall be increased by ninety percent (90%) of the
14 CPI-W, All Cities Index, September to September; provided, however, that the amount shall not be
15 less than two percent (2%) nor greater than six percent (6%).

16 **5.4. Overtime** - Employees shall be paid at an overtime rate of time and one-half (1-1/2) their
17 regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40) hour
18 threshold for determining overtime eligibility is based on the accumulation of paid compensated
19 hours during the workweek.

20 **5.4.1. Overtime Screeners** - Employees assigned to the Screening unit will receive
21 overtime after working eight (8) hours in a day and for all hours worked in excess of forty (40) hours
22 per week. The forty (40) hour threshold for determining overtime eligibility is based on the
23 accumulation of paid compensated hours during the workweek.

24 **5.5. Compensatory Time** - An employee may request and with the approval of the
25 manager/designee may receive time off in lieu of overtime pay under the same conditions provided in
26 Section 5.4.

27 **5.6. Overtime for Temporary Employees** - Temporary employees shall be compensated at
28 one and one-half times (1-1/2) the regular hourly rate of pay for all hours worked in excess of forty

1 (40) hours in a work-week. The forty (40) hour threshold for determining overtime eligibility is
2 based on the accumulation of regular hours paid. Temporary employees are not eligible for
3 compensatory time. The workweek is defined as Sunday through Saturday.

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

9 **5.7.1. Mandatory Meetings/Training** - Employees required by the County or the
10 Court to attend meetings/training during their time off from work will receive at least two (2) hours of
11 pay. Should the meetings/training extend beyond two (2) hours, employees will receive pay for the
12 actual time attending the meetings/training. If employees are required to attend meetings/training on
13 Saturday or Sunday, they will be paid at the overtime rate of pay with a minimum of two (2) hours
14 paid.

15 **5.8. Work Out-of-Classification** - Employees who perform the preponderance of work
16 outside of their normal classification where the pay range is greater than their current classification
17 will receive a five percent (5%) increase or Step 1 of the new classification, whichever is greater.

18 **5.9. Mileage** - All employees who have been authorized to use their own transportation on
19 Court business shall be reimbursed at the IRS rate.

20 **5.10. Personal Property** - Employees whose personal property is damaged during the
21 performance of their duties shall have same repaired or replaced at County expense; provided, that
22 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
23 necessary to process claims covered under this Section will be initiated by the Court with due speed
24 upon receipt of the claim from the employee.

25 **5.11. Lump Sum Payment** - For the Union's acceptance of the revisions in Article 9 the
26 County will pay a one time lump sum payment. Only those employees who are employed by the
27 Superior Court in this bargaining unit on the date this contract is ratified will be eligible to receive the
28 lump sum payment. The lump sum payment will be calculated by taking one percent (1%) of the total

1 payroll for the bargaining unit as of January 1, 2008 divided by the eligible employees. Payment will
2 be made on February 5, 2008.

- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1 **ARTICLE 6: HEALTHCARE AND INSURANCE PLANS**

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

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 7: HOLIDAYS**

2 **7.1. Celebrated Holidays** - All regular, term-limited temporary and probationary employees
3 who work a full-time schedule shall be granted the following holidays with pay:

4

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

5
6
7
8
9
10
11
12
13
14
15
16

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

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

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

22 C. Employees working multiple shifts will observe holidays only on the dates and
23 days specified under Section 7.1., "Date Celebrated."

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

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

1 receive paid holidays prorated based on their workweek schedule.

2 **7.4. Holiday Compensation**

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

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

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

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.

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

2 **8.4.** Employees eligible for vacation leave shall not be eligible to take or be paid for vacation
3 leave until they have successfully completed their first six (6) months of service in a paid leave
4 eligible position. This section does not apply when using accrued vacation leave for a qualifying
5 event under the Washington Family Care Act. Employees leaving employment prior to successfully
6 completing their first six (6) months of service shall forfeit and not be paid for accrued vacation
7 leave.

8 **8.5.** Employees eligible for vacation leave shall be paid for accrued vacation leave to their
9 date of separation up to the maximum accrual amount if they have successfully completed their first
10 six (6) months of service in a paid leave eligible position. Payment shall be the accrued vacation
11 leave multiplied by the employee's rate of pay in effect upon the date of leaving employment less
12 mandatory withholdings.

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

20 **8.7.** In cases of separation from employment by death of an employee with accrued vacation
21 leave and who has successfully completed his/her first six (6) months of service in a paid leave
22 eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made
23 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 returns to regular employment within two (2) years from such resignation or layoff, as applicable, the
26 employee's prior service shall be counted in determining the vacation leave accrual rate under
27 Sections 8.1.

28 **8.9.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the

1 manager/designee.

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

5 **8.11.** The Court is responsible for the scheduling of vacation leave.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 9: SICK LEAVE**

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

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

13 9.3. There shall be no limit to the hours of sick leave benefits accrued by an eligible
14 employee. Sick leave may be used in quarter (1/4) hour increments.

15 9.4. The Court is responsible for the proper administration of the sick leave benefit.

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

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

25 9.7. **Leave Without Pay** - An employee must use all of his/her sick leave before taking any
26 unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers
27 compensation program, then the employee has the option to augment or not augment time loss
28 payments with the use of accrued sick leave.

1 **9.8. Accrued sick leave will be used for the following reasons:**

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

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

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

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

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

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

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

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

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

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

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

27 **2. For employees hired before January 1, 2007: The family member is the**
28 **employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or**

1 domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual
2 who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; For
3 employees hired on or after January 1, 2007: Family member will be as defined in Section 8.05 (b) of
4 the King County Superior Court Administrative Guidelines for Personnel Management, adopted
5 2/2/06 and,

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

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

10 b. The care of the employee's child or child of the employee's spouse
11 or domestic partner whose illness or health condition requires treatment or supervision by the
12 employee; or

13 c. Care of a family member who suffers from a serious health
14 condition.

15 H. Leave eligible employees who do not qualify for use of sick leave as provided
16 under Section 9.8.G. can use sick leave in the maximum amount of three (3) days per calendar year
17 when an employee is required to care for an immediate family member who suffers from a serious
18 health condition. The three (3) day maximum does not apply when using accrued leave for a
19 qualifying event under the Washington Family Care Act

20 9.9. Medical and Family Leave

21 For employees hired before January 1, 2007: An employee may take a total of up to
22 eighteen (18) workweeks of unpaid leave for his/her own serious health condition, and for family
23 reasons as provided in Sections 9.8.F. and 9.8.G. combined, within a twelve (12) month period.

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