

AGREEMENT BETWEEN

16807

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL 2084SC (Superior Court)

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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.

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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.

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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, if the employee's work performance and work habits are satisfactory; and until such time that
10 the 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, 2010, wage rates in effect on December 31 of the previous
13 year shall be increased by ninety percent (90%) of the CPI-W, All Cities Index, September to
14 September; provided, however, that the amount shall not be less than two percent (2%) nor greater
15 than six percent (6%).

16 The parties agree to re-open negotiations during year 2010 on the subject of cost of living
17 increases for years 2011 and 2012.

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

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

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

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

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

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

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

20 **5.9. Mileage** - All employees who have been authorized to use their own transportation on
21 Court business shall be reimbursed at the IRS rate.

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

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.

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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

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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.

1 **ARTICLE 8: VACATIONS**

2 **8.1. Vacation Schedule for Employees** - Regular, term-limited temporary and probationary
3 employees who work a full-time schedule shall accrue vacation leave benefits as described in the
4 following table:

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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	30
and beyond	

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24 **8.2. Part-time Employees** - Employees eligible for vacation leave who work a part-time
25 schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 8.1.;
26 provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled
27 workweek.

28 **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.
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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.

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

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

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

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

15 **9.9.1. Concurrent Time** - Use of donated leave will run concurrently with the
16 eighteen (18) workweek family medical leave entitlement.

17 **9.9.2. Insurance Premiums** - The County will continue its contribution toward health
18 care during any unpaid leave taken under Section 9.9.

19 **9.9.3. Return to Work from Unpaid Leave** - An employee who returns from unpaid
20 family or medical leave within the time provided in this Article is entitled, subject to layoff
21 provisions, to:

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

23 **B.** A position with equivalent status, benefits, pay and other terms and
24 conditions of employment; and

25 **C.** The same seniority accrued before the date on which the leave commenced.

26 **9.9.4. Failure to Return to Work** - Failure to return to work by the expiration date of
27 the leave of absence may be cause for removal and result in termination of the employee.

28 **9.10. Provider Certification** - Verification from a licensed health care provider may be

1 reasonably required to substantiate the health condition of the employee or family member for leave
2 requests.

3 **9.11. Definition of Child** - For purposes of this Article, a child means a biological, adopted
4 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
5 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable
6 of self care because of mental or physical disability.

7 **9.12. Family Leave** - For a qualifying event, employees may use available paid leave,
8 including accrued vacation and sick leave, to care for a family member in accordance with the
9 Washington Family Care Act. In all other cases of family care where no sick leave benefit exists, the
10 employee may request vacation leave or may be granted leave without pay.

11 **9.13. For employees hired on or after January 1, 2007**

12 **Sick Leave Conversion Program** - Employees are eligible for the "Sick Leave
13 Conversion Program" in accordance with Section 8.06 of the King County Superior Court
14 Administrative Guidelines for Personnel Management, adopted 2/2/06.

15 **9.14. For employees hired on or after January 1, 2007**

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

19 **9.15. Opt Out** - Employees hired before January 1, 2007, may exercise a one time option to
20 be covered by the provisions of 9.9, 9.13 and 9.14 of this Article inclusive. Employees can only
21 exercise this option during the first two (2) weeks of October each year.

1 **ARTICLE 10: GENERAL LEAVES**

2 **10.1. Donation of Leaves** - An employee eligible for paid leaves may donate a portion of
3 his/her accrued leaves to a leave accrual eligible employee. Court employees may transfer up to
4 thirty-five (35) vacation and thirty-five (35) sick leave hours in a calendar year to another Court
5 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.

11 B. **Sick Leave Hours.** The donor's sick leave balance must equal one hundred (100)
12 hours or more after the deduction of the donation and the donee must have at least six (6) months of
13 service. The transfer must have the approval of the Chief Administrative Officer. The donor may not
14 receive any compensation for such donation. Donated sick leave must be used within ninety (90)
15 calendar days of the date of the donation. Donated hours that are not used within ninety (90) days
16 will revert to the donating employee. Donated sick leave is excluded from sick leave payoff
17 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.

23 **10.2. Organ Donor Leave** - The manager/designee shall allow employees eligible for paid
24 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but
25 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days
26 paid leave, which shall not be charged to sick or vacation leaves.

27 **10.3. Bereavement Leave**

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

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

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

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

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

11 **10.4. Leave - Examinations** - Employees eligible for paid leaves shall be entitled to
12 necessary time off with pay for the purpose of participating in County or Court qualifying or
13 promotional examinations. This shall include time required to complete any required interviews.

14 **10.5. Jury Duty** - Employees eligible for paid leaves who are ordered on a jury shall be
15 entitled to their regular pay; provided, that fees for such jury duty are deposited, exclusive of mileage,
16 with the County.

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

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 11.1. The County and the Union recognize the importance and desirability of settling
3 grievances promptly and fairly in the interest of good employee relations and morale and to this end
4 the following procedure is outlined. Employees will be unimpeded and free from restraint,
5 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

6 11.2. **Grievance Definition** - An issue raised by an employee, the Union or the Local
7 alleging a violation of the terms of this Agreement.

8 11.3. A grievance must be presented within fifteen (15) calendar days after the occurrence of
9 the incident that gave rise to such grievance. Employees have the right to union representation at all
10 levels of the grievance process.

11 **11.4. Grievance Procedure**

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

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

23 11.5. **Arbitration** - Failing resolution at Step 2 of the grievance process, the Union may
24 request arbitration within thirty (30) calendar days of the conclusion of Step 2 specifying the exact
25 question which it wishes to arbitrate. The County and Union shall select a third disinterested party to
26 serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, an arbitrator
27 will be selected from a list supplied by PERC or FMCS, whichever source is mutually acceptable.
28 The arbitrator will be selected from the list by both the County and the Union representatives. The

1 party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a
2 decision as soon as possible after the case is heard. The arbitrator shall be final and binding on both
3 parties.

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

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

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

10 D. There shall be no strikes, cessation of work or walkouts during such conferences or
11 arbitration.

12 E. Each party to an arbitration proceeding shall bear the full cost of its representatives
13 and witnesses.

14 **11.6. Mediation**

15 **A. Unfair Labor Practice** - The County and the Union agree that thirty (30) calendar
16 days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
17 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
18 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
19 relief for the alleged Unfair Labor Practice.

20 **B. Grievance** - After a grievance is initially filed, the following Alternative Dispute
21 Resolution (ADR) process may be followed, with mutual consent.

22 1. A meeting will be arranged by the County and Union Representatives.

23 2. The meeting will include a mediator(s) and the affected parties.

24 (a) The parties may mutually agree to other participants such as subject
25 matter experts.

26 3. The parties will meet at mutually agreeable times to attempt to resolve the
27 matter.

28 4. If the matter is resolved, the grievance will be withdrawn.

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- 5. If the matter is not resolved, the grievance may continue through the grievance process with thirty (30) days written notice following conclusion of the mediation process.
- 6. The moving party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.
- 7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This section does not supersede or preclude any use of grievance mediation later in the grievance process.

11.7. Time limits set forth in this Article may be extended by mutual agreement in writing.

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

1 **ARTICLE 12: SAVINGS CLAUSE**

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

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1 **ARTICLE 13: WAIVER AND COMPLETE AGREEMENT**

2 The parties acknowledge that during the negotiations resulting in this Agreement each had the
3 unlimited right and opportunity to make demands and proposals with respect to wages and wage-
4 related matters and the agreements arrived at by the parties after exercise of that right and opportunity
5 are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this
6 Agreement and such expression is included herein. This Agreement constitutes the entire agreement
7 between the parties and concludes collective bargaining for its terms, subject only to a desire by both
8 parties to mutually agree to amend or supplement this Agreement at any time, and except for
9 negotiations over a successor collective bargaining agreement.

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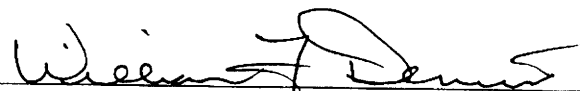
1 **ARTICLE 14: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council, unless a different effective date is
4 specified, and shall be in effect January 1, 2010 through December 31, 2012.

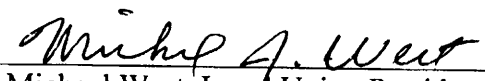
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6 APPROVED this 19th day of march, 2010.

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10 By: 
11 King County Executive

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14 UNION:

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16 
17 Bill Dennis, Research Director
18 Washington State Council of County and City Employees

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20 LOCAL:

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22 
23 Michael West, Local Union President
24 Washington State Council of County and City Employees