

**AGREEMENT BETWEEN KING COUNTY
AND
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO
LOCAL 21DC
DISTRICT COURT EMPLOYEES
ON WAGES**

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AGREEMENT BETWEEN KING COUNTY
AND
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO
LOCAL 21DC
DISTRICT COURT EMPLOYEES
ON WAGES

PREAMBLE

These Articles Constitute an Agreement, the terms of which have been negotiated in good faith, between King County and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21DC. This agreement shall be subject to approval by Ordinance of the King County Council and was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and directly wage related benefits as allowed by law.

ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. King County recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21DC, as the exclusive bargaining representative of all regular full-time and regular part-time employees of the King County District Court whose job classifications are listed in PERC case numbers 7837-E-89-1329 and 8063-E-89-1366 (see Article 4 and Addendum A) in matters relating to wages and benefits directly related to wages.

Section 2. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee, the amount of dues (or agency fees, or donation to non religious charities as outlined in the collective bargaining agreement between Local 21DC and the District Court, Article 1) as certified by the business manager of the union.

1 The union will indemnify, defend and hold the County harmless against any claims made and
 2 against any suit instituted against the County on account of any check-off of dues for the union. The
 3 union agrees to refund to the County any amounts paid to it in error on account of the check-off
 4 provision upon presentation of proper evidence thereof.

5 **ARTICLE 3: RIGHTS OF MANAGEMENT**

6 **Section 1.** The management of the King County District Court and the direction of the work
 7 force is vested by both the Washington State Constitution and State law exclusively in the King
 8 County District Court. All matters, other than wages and benefits directly related to wages, or
 9 otherwise not specifically and expressly covered or referenced by the language of this Agreement,
 10 shall be administered for its duration by the King County District Court.

11 **Section 2. Bi-weekly pay:** King County has the right to make changes to the payroll system,
 12 including, but not limited to, the right to implement a bi-weekly payroll system, as long as such
 13 changes are passed into ordinance by the King County Council or implemented uniformly throughout
 14 the County. Such changes also include, but are not limited to those necessary to implement a new
 15 payroll system and the conversion of wages and leave accrual to an hourly rate.

16 **ARTICLE 4: WAGE RATES**

17 **Section 1a.** The wage rates for the classifications listed below shall be as listed in
 18 Addendum A.

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

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 25 **Section 1b.** Upon satisfactory completion of the probationary period, regular full time
 26 employees shall receive annually, increases from one step to the next higher step within the range.
 27 Regular part-time employees shall receive step increases based on a prorated basis, based on the
 28 actual hours worked in relation to a full-time schedule.

1 An employee shall start at Step 1 for the classification unless she/he possesses qualifications
2 or experience above the minimum for the position. If a newly hired employee possesses one or more
3 of the listed qualifications which the Court decides justifies starting higher than Step 1, the employee
4 shall receive a salary above Step 1. Despite the qualifications and/or experience of the newly hired
5 employee, however, she/he shall not be placed above Step 6 for a starting salary. However,
6 employees returning to District Court employment within a two-year period shall be placed at the
7 same salary step as when they left, provided they return to the same job classification.

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

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

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

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

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

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

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

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

26 g). Employees who receive an advanced educational degree (e.g., A.A., B.A.)
27 beyond their high school diploma or GED while employed within the bargaining unit shall receive
28 extra step placement (based on the step entitlement set forth in Section 1a. above) at their regular

1 anniversary date following their receipt of the degree. Under no circumstances may employees be
2 paid above step 10 of their salary range under this provision.

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

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

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

8 **4).** Alcohol/Drug Certified/Qualified - 1 Step

9 **Section 2.** The King County Standardized Salary Schedule will be adjusted upwards each
10 year to reflect the Cost-of-Living Adjustments that are guaranteed to the bargaining unit as set forth in
11 the attached Union Coalition Cost-of-Living (“COLA”) Memorandum of Agreement Addressing The
12 2011 Budget Crisis, attached as Addendum B and incorporated herein by reference. (Document
13 Code: 090C0113_Addendum B_000U0310_COLA-2011_Council 2_02_scs.pdf)

14 **Section 3.** Employees will be paid overtime at the rate of one and one-half times their regular
15 rate of pay for all hours worked in excess of forty (40) hours in a week.

16 **Section 4. Callback.** All bargaining unit members who are called back to work after leaving
17 the workplace following completion of their regularly scheduled shift shall be paid for such at the one
18 and one-half times overtime rate. A minimum of two (2) hours shall be paid to the employee or,
19 where the actual hours worked exceeds two (2) hours, the employee shall be paid for actual hours
20 worked. Employees shall not be called out more than once in a twenty-four (24) hour period.

21 **Section 5. Out of Class Pay.** An employee who is temporarily assigned to function in a
22 higher classification for one (1) working day or more shall be paid five percent (5%) above the
23 employee’s regular rate of pay. If the employee performs overtime work in the higher classification,
24 the overtime calculation shall be calculated on the out-of-class rate. When an out-of-class assignment
25 is expected to continue for one week (forty consecutive hours or thirty-two consecutive hours in a
26 holiday week or twenty-four consecutive hours in the Thanksgiving holiday week) or more, the
27 employee will be temporarily upgraded to the higher classification. Employees shall be considered
28 assigned to function in a higher classification for any assigned responsibility for training employees

1 and the minimum assignment for purposes of pay shall be one (1) day. Assignments of this training
2 responsibility shall be as determined by the court.

3 **Section 6. Court Closures.** Employees designated and directed to work in the event of
4 emergency court closures, pursuant to Article 19 of the working conditions agreement between the
5 District Court and the Union, shall be paid one and one-half times their base hourly rate, or accrue
6 compensatory time at time and one-half, for all hours worked during such closures, with a minimum
7 of five (5) hours.

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

9 **Section 1.** King County presently participates in group medical, dental and life insurance
10 programs. The County agrees to maintain the level of benefits as currently provided by these plans
11 during the life of this Agreement, unless otherwise agreed by the Joint Labor Management Insurance
12 Committee.

13 **Section 2.** The County agrees to continue the Joint Labor Management Insurance Committee
14 comprised of representatives from the County and its labor unions. The function of the Committee
15 shall be to review, study, make recommendations, and enter into agreements relative to medical,
16 dental and life insurance programs.

17 **Section 3.** The Union and County agree that the County may implement changes to employee
18 insurance benefits as a result of agreements or recommendations of the Joint Labor Management
19 Insurance Committee referenced in Section 2 above.

20 **ARTICLE 6: GRIEVANCE PROCEDURE**

21 The Employer and the Union recognize the importance and desirability of settling grievances
22 promptly and fairly in the interest of good employee relations and morale and to this end the
23 following procedure is outlined. To accomplish this, every effort will be made to settle grievances at
24 the lowest possible level of supervision.

25 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
26 or reprisal in seeking adjudication of their grievances.

27 **Section 1. Grievance Definition.** An issue raised by a party to this agreement relating to the
28 interpretation and application of the terms of this agreement. "Work days" are defined as Monday

1 through Friday, excluding holidays.

2 **Section 2.** A grievance must be presented within ten (10) work days after the occurrence or
3 knowledge of the occurrence of such grievance, provided that the burden is on the Union to prove that
4 the Union or employee filing the grievance did not have knowledge of the occurrence of the grievance
5 within the ten (10) day period.

6 **Section 3. Procedure.**

7 **Step 1.** A grievance as defined in Section 1 above, shall be presented in writing by the
8 aggrieved party to the Labor Negotiator assigned to this contract or his/her designee. The Negotiator
9 or designee shall meet with the employee and his/her representative, and gain all relevant facts and
10 shall attempt to adjust the matter and notify the employee and the union within fifteen (15) work days
11 of notice of the grievance. The Negotiator shall respond to the Union within five (5) work days with
12 the County's response.

13 **Step 2.** If, after thorough discussion, the decision of the Negotiator has not resolved
14 the grievance, either party may request arbitration within twenty (20) work days of the conclusion of
15 Step 1, specifying the exact question which it wishes to arbitrate. The parties shall select a third
16 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an
17 arbitrator, then the arbitrator will be selected from a list supplied by FMCS or PERC. The arbitrator
18 shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator and
19 the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no
20 power to change, alter, detract from or add to the provisions of this Agreement, but shall have the
21 power only to apply and interpret the provisions of this Agreement in reaching a decision.

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

23 No matter may be arbitrated which the County, by law, has no authority over and has no
24 authority to change. There shall be no strikes, cessation of work or walkouts during such conferences
25 or arbitration. Each party to an arbitration proceeding shall bear the full cost of its representatives
26 and witnesses. Regardless of the outcome, each party is responsible for their own attorney and
27 representation fees. The arbitrator's decision shall be final and binding on all parties.

28 **Section 4.** Time limits set forth in this Article may be extended in writing by mutual

1 agreement.

2 **Section 5.** Grievances regarding wage related matters shall be heard during normal working
3 hours unless stipulated otherwise by the parties. Employee representatives essential to such hearings
4 and directly involved in such grievance meetings shall be allowed to do so without suffering a loss in
5 pay at a mutually agreeable time during their normal working hours.

6 **Section 6.** Arbitration awards or grievance settlements shall not be made retroactive beyond
7 the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten
8 (10) work days or less prior to the initial filing of the grievance.

9 **ARTICLE 7: HOLIDAYS**

10 Regular employees shall be granted the following holidays with pay: those holidays
11 recognized pursuant to RCW 1.16.050 as it currently exists and as it may be amended, and any day
12 designated by public proclamation of the chief executive of the state as a legal holiday. For reference
13 purposes, those holidays are currently as follows:

14 New Year's Day	January 1st
15 Martin Luther King Jr's Birthday	Third Monday in January
16 Presidents' Day	Third Monday in February
17 Memorial Day	Last Monday in May
18 Independence Day	July 4th
Labor Day	First Monday in September
19 Veteran's Day	November 11th
20 Thanksgiving Day	Fourth Thursday in November
21 Day after Thanksgiving	
22 Christmas Day	December 25th

23 In addition, all employees shall be granted two personal holidays to be administered through
24 the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period
25 that includes the first day of October and one personal holiday will be added in the pay-period that
26 includes the first day of November of each year.

27 For those employees whose normal work schedule is Monday through Friday, whenever a
28 holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday

1 falling on a Saturday shall be observed on the preceding Friday. Those employees working shifts on
2 other than a Monday through Friday schedule shall observe holidays on the actual day of the holiday.

3 Holiday benefits for part-time employees (including those who are temporarily on an on-going
4 part-time schedule) will be established based upon the ratio of hours in the employee's part-time
5 schedule to hours in a forty (40) hour workweek.

6 Employees on a schedule which exceeds 8 hours in a day shall make up the difference
7 between the holiday benefit and scheduled hours from vacation or compensatory time.

8 **ARTICLE 8: SICK LEAVE**

9 **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at a
10 monthly rate equal to .04615 hours for each hour in pay status exclusive of overtime; Employees shall
11 accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to
12 sick leave if not previously earned.

13 **Section 2.** Sick leave may be used in one-quarter (1/4) hour increments at the discretion of
14 the division manager or department director.

15 **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

16 **Section 4.** The King County District Court is responsible for the proper administration of the
17 sick leave benefit. Verification of illness from a licensed physician may be required for any requested
18 sick leave absence.

19 **Section 5.** Separation from County employment, except by reason of retirement or layoff due
20 to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the
21 employee. Should the employee resign in good standing or be laid off and return to the County
22 within two (2) years, accrued sick leave shall be restored.

23 **Section 6.** Employees shall be entitled to use sick leave as provided in King County Code
24 3.12.220, and according to those terms as defined within the Code. It is agreed that the terms of the
25 Code shall control and this provision is not intended to add or subtract from those entitlements. Sick
26 Leave may be used for the following reasons:

- 27 a. An employee's bona fide illness or incapacitating injury;
- 28 b. An employee's exposure to contagious diseases and resulting quarantine;

1 c. An employee's temporary disability caused by or contributed to by pregnancy or
2 childbirth;

3 d. The birth or placement for adoption or foster care of a child of the employee or the
4 employee's domestic partner, as provided by King County Code 3.12.220;

5 e. An employee's medical, dental or optical appointments;

6 f. To care for the employee's child or the child of an employee's spouse or domestic
7 partner if the child has an illness or health condition which requires treatment or supervision by the
8 employee;

9 g. Employees may use accrued sick leave or other paid time off to care for a family
10 member who has a serious health condition or emergency condition, in accordance with the R.C.W.
11 49.12.265, as amended, and King County Ordinance;

12 h. For all other reasons as provided for by King County Ordinance, state law and/or
13 federal law.

14 **Section 7.** Sick leave because of an employee's physical incapacity shall not be approved
15 where the injury is directly traceable to employment other than with the County.

16 **Section 8.** County employees who have at least five (5) years County service and who retire
17 as a result of length of service, or who terminate by reason of death, shall be paid an amount equal to
18 thirty-five percent (35%) of their unused, accumulated sick leave. All payments shall be based on the
19 employee's base rate.

20 **Section 9.** Employees injured on the job may not simultaneously collect sick leave and
21 worker's compensation in a total amount greater than the net regular pay of the employee.

22 **Section 10. Bereavement Leave**

23 a. Regular full-time employees shall be entitled to 24 hours of bereavement leave in
24 the calendar year due to death of members of their immediate family. Immediate family, for
25 bereavement leave purposes, is defined as persons related to the employee by blood, marriage, or
26 domestic partnership as follows: grandparents, parents, spouse, siblings, children, legally adopted
27 children and any persons for whose financial or physical care the employee is principally responsible.

28 b. Regular full-time employees who have exhausted their bereavement leave shall be

1 entitled to use sick leave in the amount of three days for each instance when death occurs to a
2 member of the employee's immediate family.

3 c. In cases of death where no sick leave benefit is authorized or exists, an employee
4 may be granted leave without pay, consistent with District Court Personnel Guidelines.

5 d. In the application of any of the foregoing provisions, holidays or regular days off
6 falling within the prescribed period of absence shall not be charged.

7 e. The King County District Court is responsible for the proper administration of this
8 benefit. Each request for bereavement leave shall include a written statement regarding: the
9 relationship of family members. A physician's verification may be required for any requested
10 bereavement leave absence.

11 f. Regular part-time employees shall receive prorated benefits.

12 **Section 11. Family Medical Leave Act:** Family medical leave shall be provided in
13 accordance with the King County Code, 3.12.220 as amended.

14 **Section 12.** Employees may donate sick leave as provided for in King County
15 Code 3.12.223 (B).

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1 **ARTICLE 9: VACATIONS**

2 **Section 1.** Regular full-time employees shall receive vacation benefits for each hour in
3 regular pay status exclusive of overtime as indicated in the following table:

Full Years of Service	Annual Leave in Days
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

22 **Section 2.** Eligible employees shall accrue vacation leave from their date of hire, and shall
23 accrue on an hourly basis. Eligible employees shall not be eligible to take their accrued leave until
24 they successfully completed their first six months of County employment.

25 **Section 3.** Full-time regular employees may accrue up to sixty (60) days vacation leave, or
26 480 hours maximum. Part-time regular employees may accrue vacation leave up to sixty (60) days
27 prorated (or 480 hours prorated maximum) to reflect their normally scheduled workweek.

28 **Section 4.** Vacation benefits for part-time employees (including those who are temporarily on

1 an on-going part-time schedule) will be established based upon the ratio of hours in the employee's
2 part-time schedule compared to hours in a forty (40) hour workweek.

3 **Section 5.** No employee shall work for compensation for the County in any capacity during
4 the time that the employee is on vacation.

5 **Section 6.** Vacation may be used in one-quarter (1/4) hour increments at the discretion of the
6 department director or appointed designee.

7 **Section 7.** Upon termination for any reason after the first six months of successful County
8 service, the employee will be paid for unused vacation credits up to the maximum allowed
9 accumulation; provided however, employees who are hired on or after January 1, 1986 who are
10 eligible for participation in the Public Employees' Retirement System Plan I, shall not be
11 compensated for more than two hundred forty (240) hours of accrued vacation at the time of
12 retirement. For employees hired on or after January 1, 1986, vacation hours accrued in excess of two
13 hundred forty (480) hours must be used prior to the employee's date of retirement or such excess
14 hours shall be lost. Employees shall not be eligible to be paid for vacation leave until they have
15 successfully completed their first six months of County service; if they leave County employment
16 prior to successfully completing their first six months of County service, they shall forfeit and not be
17 paid for accrued leave.

18 **Section 8.** In cases of separation by death, payment of unused vacation benefits shall be made
19 to the employee's estate, or in applicable areas, as provided by RCW, Title 11.

20 **Section 9.** Employees may continue to accrue additional vacation beyond the maximum
21 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be
22 lost. Otherwise, employees must use vacation leave in excess of the maximum accrual amount on or
23 before the last day of the pay period that includes December 31 of each year.

24 **Section 10.** Employees may transfer vacation hours as provided in King County Code
25 3.12.223 (A).

26 **ARTICLE 10: SAVINGS CLAUSE**

27 Should any part hereof or any provision herein contained be rendered or declared invalid by
28 reason of any existing or subsequently enacted legislation or by any decree of a court of competent

1 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
2 remaining portions hereof; provided, however, upon such invalidation the parties agree immediately
3 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
4 remain in full force and effect.

5 **ARTICLE 11: WAIVER CLAUSE**

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

14 **ARTICLE 12: MISCELLANEOUS**

15 **Section 1. Personal Property Damage.** Employees who unavoidably suffer a loss or
16 damage to essential personal property worn on the body while working shall have same repaired or
17 replaced by the employer at employer expense, provided that such reimbursement shall not exceed
18 \$300 per incident.

19 **Section 2. Military Leave.** Military leave shall be granted in accordance with King County
20 policy.

21 **Section 3. Automobile Expense.** Bargaining unit members who have been authorized to use
22 their own transportation on Court business shall be reimbursed at the per mile rate as established by
23 County ordinance.

24 **Section 4. Jury Duty.** An employee required to serve on a jury shall continue to receive
25 his/her regular salary while so assigned. Fees paid by the court for jury duty shall be forwarded to the
26 employer.

1 **ARTICLE 13: DURATION**

2 **Section 1.** This Agreement shall become effective upon ratification of this Agreement by the
3 parties, except where specific provisions in this Agreement state a different effective date for that
4 provision.


5 **Section 2.** Contract negotiations for a succeeding contract may be initiated by either party
6 providing to the other written notice of its intention to do so at least thirty (30) days prior to the
7 expiration date. Lack of such notice will terminate the terms and conditions set forth in this
8 Agreement as of the expiration date.


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11 APPROVED this 6 day of JUNE, 2013.

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15 By: 

16 King County Executive

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19 SIGNATORY ORGANIZATION:

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21 
22 Lilian Hawkins, President
23 LOCAL 21DC

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26 Ethan Fineout, Staff Representative
27 WSCCCE, AFSCME, AFL-CIO

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2 cba Code: 090

Union Code: D3

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4 **Addendum A**
5 **Wage Rates**
6 **January 1, 2012**

7

PeopleSoft Job Code	Classification Title	Range*
007723	District Court Clerk	40
007740	Probation Officer	56
311801	Probation Mental Health Specialist	60
<p>8 9 10 11 12 13 *All classifications are paid from the King County Standardized Salary 14 Schedule at the 40 hour rate.</p>		

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