

**Coalition Labor Agreement (CLA) - Appendix for 090
 Agreement Between King County
 And
 Washington State Council of County and City Employees, Council 2, Local 21DC
 District Court - Wages**

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28

PREAMBLE 1

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT 1

ARTICLE 3: UNION RECOGNITION 2

ARTICLE 4: RIGHTS OF MANAGEMENT..... 2

ARTICLE 5: WAGE RATES..... 2

ARTICLE 6: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS 5

ARTICLE 7: HOLIDAYS..... 5

ARTICLE 8: WAIVER CLAUSE..... 5

ARTICLE 9: MISCELLANEOUS 6

ADDENDUM A: WAGES 7

ADDENDUM B: RATIFICATION INCENTIVES 8

ADDENDUM C: TERM SLIDING SCALE BONUS..... 11

**Coalition Labor Agreement (MLA) - Appendix for 090
Agreement Between King County**

**And
Washington State Council of County and City Employees, Council 2, Local 21DC
District Court - 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. If the parties discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement (CLA), the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

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: APPLICATION OF COALITION LABOR AGREEMENT (CLA)

The CLA wage and wage related provisions shall apply to this bargaining unit as follows:

Section 2.1. The Preamble in its entirety.

Section 2.2. All CLA superseding articles that are wage or wage related, or sections of superseding articles that are wage or wage related, unless otherwise stated in the CLA or this Appendix.

Section 2.3. All CLA non-superseding wage and wage related articles and sections, or sections of non-superseding wage and wage related articles are adopted by the parties. Any non-superseding article or section listed below is understood to have no application to the bargaining unit.

1 **ARTICLE 3: UNION RECOGNITION**

2 **Section 3.1.** King County recognizes the Washington State Council of County and City
3 Employees, AFSCME, AFL-CIO, Local 21DC, as the exclusive bargaining representative of all
4 regular full-time and regular part-time employees of the King County District Court whose job
5 classifications are listed in PERC case numbers 7837-E-89-1329 and 8063-E-89-1366 (see Article 4
6 and Addendum A) in matters relating to wages and benefits directly related to wages.

7 **ARTICLE 4: RIGHTS OF MANAGEMENT**

8 **Section 4.1.** The management of the King County District Court and the direction of the
9 work force is vested by both the Washington State Constitution and State law exclusively in the King
10 County District Court.

11 **Section 4.2.** All matters, other than wages and benefits directly related to wages, or otherwise
12 not specifically and expressly covered or referenced by the language of this Agreement, shall be
13 administered for its duration by the King County District Court.

14 **ARTICLE 5: WAGE RATES**

15 **Section 5.1.** The wage rates for the classifications listed below shall be as listed in
16 Addendum A listed in the back of this Appendix. These wage rates are subject to applicable annual
17 general wage increase terms in the Coalition Labor Agreement.

18 **Section 5.2. Step Progression and Placement.**

19 **A.** Regular full-time employees that complete probation shall receive a one-step
20 increase after one year of employment (e.g., an employee that completes probation after six months
21 will receive a step increase after one year of employment). Thereafter, employees that have
22 successfully passed probation will receive annual step increases January 1 (effective January 1,
23 2024).

24 **B.** Step placement for newly hired employees beyond the minimum of Step 1 shall be
25 in accordance with the qualifications or experience criteria described in “Article 10, Section 11.
26 Entrance Salary” of the Collective Bargaining Agreement between King County District Court and
27 Washington State Council of County and City Employees, Local 21DC District Court Employees. If

1 changes to the step placement are desired by either party in the above-named Collective Bargaining
2 Agreement, the Office of Labor Relations will engage in the discussion and will retain the authority
3 and responsibility to bargain the decision regarding any effects to wages.

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

12 **D.** Employees who receive an advanced educational degree (e.g., A.A., B.A.) beyond
13 their high school diploma or GED while employed within the bargaining unit shall receive extra step
14 progression above the annual 1 step increase stated above on January 1 following their receipt of the
15 degree from an accredited institution or a vocational institution related to their work at the Court.
16 Employees shall receive one (1) extra step if the employee obtains an educational degree from a
17 vocational specialty program related to their work at the Court or a 2-year degree from an accredited
18 college. Employees shall receive two (2) extra steps if the employee obtains an educational degree
19 from a (4) year institution. Under no circumstances may employees be paid above step 10 of their
20 salary range under this provision.

21 **Section 5.3. Overtime.**

22 **A. FLSA Workweek.** The workweek for purposes of determining overtime eligibility
23 is defined as Saturday through Friday.

24 **B. Contractual Weekly Overtime.** Employees in positions classified as FLSA non-
25 exempt are eligible for Contractual Weekly Overtime, which shall be paid to employees for all hours
26 worked in excess of (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the
27 time the overtime work is performed. The (40) hour threshold for determining overtime eligibility is

1 based on the accumulation of paid compensated hours during the FLSA workweek.

2 **C. Contractual Daily Overtime.** Employees classified as FLSA non-exempt are
3 eligible for Contractual Daily Overtime for hours worked in excess of their regularly scheduled hours
4 of at least (8) compensated hours that occur in the same workday. Contractual Daily Overtime will be
5 paid at the Contractual Overtime Rate in effect at the time the overtime work is performed.

6 **D. Contractual Overtime Calculation.** The Contractual Overtime Rate for each
7 overtime hour worked shall be one and one-half times the combined amount of the employee's hourly
8 base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay
9 premiums in effect at the time the overtime is worked that are contractually required to be included
10 when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a
11 higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay
12 pursuant to the FLSA.

13 **Section 5.4. Out of Class Pay.** CLA Provisions in Article 37 regarding Working Out of
14 Class shall not apply to this bargaining unit. An employee who is temporarily assigned to function in
15 a higher classification for one (1) working day or more shall be paid five percent (5%) above the
16 employee's regular rate of pay. If the employee performs overtime work in the higher classification,
17 the overtime calculation shall be calculated on the out-of-class rate. When an out-of-class assignment
18 is expected to continue for one week (forty consecutive hours or thirty-two consecutive hours in a
19 holiday week or twenty-four consecutive hours in the Thanksgiving holiday week) or more, the
20 employee will be temporarily upgraded to the higher classification. Employees shall be considered
21 assigned to function in a higher classification for any assigned responsibility for training employees
22 and the minimum assignment for purposes of pay shall be one (1) day. Assignments of this training
23 responsibility shall be as determined by the court.

24 **Section 5.5. Court Closures.** Employees designated and directed to work in the event of
25 emergency court closures, pursuant to Article 22 of the working conditions agreement between the
26 District Court and the Union, shall be paid one and one-half times their base hourly rate, or accrue
27 compensatory time at time and one-half, for all hours worked during such closures, with a minimum

1 of five (5) hours.

2 **Section 5.6. Compensatory Time.** Subject to supervisor approval, full-time employees may
3 accrue up to a maximum of (80) hours of compensatory time. Part-time employees may accrue
4 compensatory time up to a maximum of (40) hours.

5 **A.** Compensatory time must be used during the calendar year in which it is accrued
6 unless this is not feasible due to work demands. The employee may then request, and the department
7 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

8 **B.** Employees will be paid in the pay period that includes December 31 for all
9 accrued compensatory time not carried over into the following year.

10 **C.** Compensatory hours that have been carried over must be used within the first
11 quarter of the new calendar year or will be cashed out in the pay period that includes March 31.

12 **ARTICLE 6: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

13 **Section 6.1.** Group medical, dental, and life insurance programs will be maintained in
14 accordance with Article 25 of the King County Coalition of Unions CLA. The Union and the County
15 agree to incorporate changes to employee insurance benefits which the County may implement as a
16 result of any agreement of the Joint Labor Management Insurance Committee.

17 **ARTICLE 7: HOLIDAYS**

18 **Section 7.1. FLSA Non-Exempt Employees required to work on Indigenous Peoples’**
19 **Day (IPD).** IPD is a recognized King County holiday, but the Court may be required to remain open
20 because the Court calendar is determined by the Washington Supreme Court. FLSA – non-exempt
21 employees in comprehensive leave eligible positions who are required to work on IPD will receive
22 their normal pay for hours worked, and a deferred holiday converted to (8) vacation hours added to
23 their vacation bank on the paycheck that includes the second Monday in October. See also CLA
24 Section 10.2 for applicable terms for employees on alternative work schedules.

25 **ARTICLE 8: WAIVER CLAUSE**

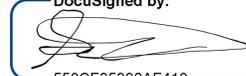
26 **Section 8.1.** The parties acknowledge that during the negotiations resulting in this Agreement
27 each had the unlimited right and opportunity to make demands and proposals with respect to wages

1 and benefits related directly to wages and that agreements arrived at by the parties after exercise of
2 that right and opportunity are set forth in this Agreement. All rights and duties of both parties are
3 specifically expressed in this Agreement and such expression is all inclusive. This Agreement
4 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,
5 subject only to a desire by both parties to mutually agree to amend or supplement at any time, and
6 except for negotiations over a successor collective bargaining agreement.

7 **ARTICLE 9: MISCELLANEOUS**

8 **Section 9.1. Personal Property Damage.** Employees who unavoidably suffer a loss or
9 damage to essential personal property worn on the body while working shall have same repaired or
10 replaced by the employer at employer expense, provided that such reimbursement shall not exceed
11 \$300 per incident.

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17 **WASHINGTON STATE COUNCIL OF COUNTY**
18 **AND CITY EMPLOYEES, COUNCIL 2, LOCAL 21DC:**

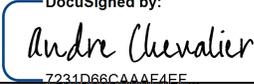
19 DocuSigned by:


3/23/2023

20 558CF35289AF410...
Suzette Dickerson
21 Union Representative

Date

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23 **FOR KING COUNTY:**

24 DocuSigned by:


3/23/2023

25 7231D66CAAAE4EE...
26 Andre Chevalier
27 Senior Labor Negotiator
Office of Labor Relations, Executive Office

Date

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3 cba Code: 090

Union Code: D3

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ADDENDUM A

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WAGE RATES

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PeopleSoft Job Code	Classification Title	Range*
007723	District Court Clerk	44
007739	District Court Clerk II	47
007722	Communications Clerk	44
007725	Fiscal Specialist Clerk	44
007740	Probation Officer	56
007746	Probation Officer – Lead	58
311801	Probation Mental Health Specialist	60
<p>*All classifications are paid from the King County Standardized Hourly Salary Schedule at the 40-hour rate. ** New wage rates effective on the 1st day of the 1st pay period following the Ordinance Effective Date. *** Parties agree to discuss classification title(s) within the working condition bargaining.</p>		

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ADDENDUM B

IN LIEU of the economic terms offered previously by King County per the Coalition Labor Agreement (i.e., retroactive compensation on GWIs & District Court Clerk wage range adjustments, and sliding scale bonus), the County proposes the following Ratification Incentives and Term Sliding Scale Bonus:

SECTION 1. RATIFICATION INCENTIVES:

i. To be eligible for the Ratification Incentive, an employee must be an Active Bargaining Unit Employee¹ on the date of successful Union ratification of the Coalition Labor Agreement and 090 Appendix (i.e., March 17, 2023); except as described in Section 1(iv) for Active Bargaining Unit Employees that leave their position after March 17, 2023, but before the date of KCC ratification.

The **Ratification Incentives** will be in lieu of retroactive backpay for general wage increases (2021, 2022, 2023), backpay for the District Court clerk classification wage range increases described in Addendum A, and the CLA sliding scale bonus. All wage adjustments will instead be applied prospectively after the Ordinance Effective Date following KCC ratification.

If an employee is no longer in a 090 Appendix represented bargaining unit position (excluding special duty & work out of class assignments) on March 17, 2023, the employee may only be eligible to receive the **Term Sliding Scale Bonus in #2**.

Active Bargaining Unit Employee Ratification Incentive Payment Amounts	
Employee Adjusted Service Date	Amount
On or before 12/31/20	\$19,000
1/1/21 through 6/30/21	\$12,400
7/1/21 through 12/31/21	\$9,000
1/1/22 through 12/31/22	\$8,400
1/1/23 through 3/17/23	\$3,000

ii. Ratification Incentive payments subject to standard payroll tax withholdings.

¹ **Active Bargaining Unit Employee** means employed in a base position under the 090 Appendix as of Union ratification date (March 17, 2023) of this Appendix and the CLA.

1 iii. Employees that separate or terminate from their position in the bargaining unit for *any*
reason prior to March 17, 2023, will be ineligible for the Ratification Incentive.

2 iv. Active Bargaining Unit Employees that separate or terminate from the bargaining unit
3 after March 17, 2023, but before the KCC ratification date (e.g., approximately three-to-six-week
4 time period in March to April 2023 depending on KCC ratification date) will be eligible for the
5 Ratification Incentive as follows. The County will provide the applicable Active Bargaining Unit
6 Employee Ratification Incentive Payment Amounts listed above to eligible employees who separated
or terminated from the bargaining unit after March 17, 2023, but before the KCC ratification date,
7 subject to a \$2,400 deduction from the applicable payment amount. This exception will only apply to
regular, non-probationary employees.

8 v. Employees hired after March 17, 2023, will be ineligible for the Ratification Incentive
and Term Sliding Scale Bonus.

9 vi. No employees will be eligible to receive retroactive backpay on GWIs, wage range
10 adjustments, or the CLA sliding scale bonus as these funds have been pooled and factored into the
11 per employee Ratification Incentive / Term Sliding Scale Bonus.

12 **SECTION 2. TERM SLIDING SCALE BONUS**

13 i. In lieu of the Ratification Incentive, retroactive GWIs, retroactive wage range
14 adjustments, and/or the CLA sliding scale bonus, **former bargaining unit employees** listed in
15 Addendum C will receive the specified Term Sliding Scale Bonus. Payments are subject to standard
payroll tax withholdings. Except as provided in Section 2(ii), no other former employees other than
16 retirees identified per 2(ii) shall receive a Term Sliding Scale Bonus.

17 ii. **Former employees** who worked in the bargaining unit in 2021 and who retire from
18 King County between March 1, 2023, and March 16, 2023 (i.e., ineligible for Ratification Incentive)
will instead be eligible for a \$4,000 Retiree Term Sliding Scale Bonus, less standard tax withholding,
19 if they are not identified in Addendum C. See also Section 1(iii) for applicable rule if an employee
retires on or after March 17, 2023, and before the KCC ratification date.

20 iii. **Former employees** will be ineligible to receive retroactive backpay on GWIs, wage
21 range adjustments, or the CLA sliding scale bonus as these funds have been pooled and factored into
the per employee Ratification Incentive / Term Sliding Scale Bonus.

22 **SECTION 3. General Wage Increases (GWI)** The County will apply the GWIs (2021,
23 2022, 2023) *prospectively* on the 1st day of the 1st pay period following Ordinance Effective
Date.¹ (Note, annual GWI rate amount increases described below are equivalent to Coalition
24 Labor Agreement terms)

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27 ¹ **Ordinance Effective Date** means 10 days following the date the King County Executive executes/signs the Ordinance following
King County Council ratification. Also known as “law date”.

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- i. 2021 GWI 1.5%.
- ii. 2022 GWI 3%.
- iii. 2023 GWI 4% if Union membership successfully ratifies this Appendix by March 17, 2023.
- iv. Effective January 1, 2024, GWI 4% if Union membership successfully ratifies this Appendix by March 17, 2023.

SECTION 4. District Court Clerk classifications will receive a (4) four range wage increase described in Addendum A. The wage range adjustments will be effective prospective on the 1st day of the 1st pay period following the Ordinance Effective Date.

SECTION 5. The parties acknowledge the Agreement must be ratified by both the County and by the Union membership to effectuate its terms. Additionally, this Agreement shall be subject to review and approval by the King County Prosecuting Attorney’s Office prior to ratification.

SECTION 6. The Union agrees to this Appendix 90, Coalition Labor Agreement (CLA), and considers this to be a complete resolution to the Appendix 90 Wage negotiation.

ADDENDUM C**TERM SLIDING SCALE TERM BONUS - EMPLOYEE PAYMENTS**

Consistent with Addendum B (Section 2: Term Sliding Scale Bonus), the County and Union have agreed on the following complete recipient list and payment amounts for the Term Sliding Scale Bonus.

#	Amount	Name
1	\$4,000.00	Sheryl Friend
2	\$4,000.00	Irma Muniz
3	\$4,000.00	Kimberly Wong
4	\$4,000.00	Lynne Wilson
5	\$4,000.00	Anne Beaver
6	\$4,000.00	Christina Peters
7	\$4,000.00	Christopher Allen
8	\$4,000.00	Elizama Aguilar Romero
9	\$4,000.00	Carl Stewart
10	\$4,000.00	Amra Sadzak
11	\$4,000.00	Christina Rauenhorst
12	\$4,000.00	Makenna Dreher
13	\$4,000.00	Saundra Ready
14	\$4,000.00	Amber Thompson
15	\$4,000.00	Kirill Mitkovetskiy
16	\$4,000.00	Shalonda Nesbitt
17	\$4,000.00	Tajma Eaton
18	\$4,000.00	Brittany Mwangi
19	\$4,000.00	Stephanie Chou
20	\$4,000.00	Amritpal Basra
21	\$4,000.00	Adelfa Moreno
22	\$4,000.00	Erika Walker
23	\$4,000.00	Florence Armah
24	\$4,000.00	Sonom Lata
25	\$4,000.00	Shayal Lata
26	\$1,000.00	Crystal Emory
27	\$1,000.00	Leo Castillo

28	\$1,000.00	Jamie Heslin
29	\$1,000.00	Soomi Shin
30	\$1,000.00	Iain Harris
31	\$1,000.00	Manjot Jemmu
32	\$1,000.00	Sharmina Cook
33	\$1,000.00	Kenneth Li
34	\$500.00	Lucinda Godfrey
35	\$500.00	Margo Cusin
36	\$500.00	Robin Hartle
37	\$500.00	Derek Beach
38	\$500.00	Virginia Emily Castro
39	\$500.00	Shelby Bradley
40	\$500.00	Michaela Caragiorgio
41	\$500.00	John Eanes
42	\$500.00	Karahn Cole
43	\$500.00	RoseMarie Robles
44	\$500.00	Lonnie Mickle
45	\$500.00	Credence Bishop
46	\$500.00	Tiye Murry
47	\$500.00	Daisy Hall
48	\$500.00	Shannon Croley
49	\$500.00	Rachel Johnson
50	\$500.00	Kelsey Guadalupe AKA Torrich
51	\$500.00	Kaitlin Ingram
52	\$500.00	Paul Morris

Washington State Council of County and City Employees, Council 2, Local 21DC - District Court - Wages
January 1, 2021 through December 31, 2024
090CLAC0123