PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL 17 - COURT REPORTERS

AND

KING COUNTY

AGREEMENT ON WAGES AND WAGE RELATED BENEFITS

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PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL 17 - COURT REPORTERS

AND

KING COUNTY

PREAMBLE

These Articles Constitute an Agreement, terms of which have been negotiated in good faith, between King County and P.T.E., Local 17. This agreement shall be subject to approval by Ordinance of the King County Council. This agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the legal jurisdiction of King County.

[For parallel provision, see "agreement between P.T.E., Local 17 (Representing employees of the Superior Court) and King County Superior Court" (hereinafter "Superior Court Agreement" at Preamble, p. 1.]

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees and to set forth the mutual understandings of the parties with respect to wages and matters directly related to the wages of Court Reporters in Superior Court. Each of the provisions in this agreement (i.e., E.E.O. Article 4, Hours of Work Article 5, etc.) are included only so far as they may apply to wages. Non-wage aspects of such provisions are not within the legal authority of King County to negotiate and are not covered by the terms of this agreement.

[For parallel provision, see Superior Court Agreement at art. 1 at p. 2.]

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes Professional and Technical Employees, Local 17, as the exclusive bargaining representative relative to wages and directly related bargainable matters only for those employees working regular full-time or regular part-time in the classification of Court

Reporter in King County Superior Court. Matters within the control or within the legal jurisdiction of the Superior Court are not covered by this Agreement.

It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing or pay an agency fee to the Union to the extent permitted by law and those who are not members on the effective date of this agreement shall, on the thirtieth day following the effective date of this agreement, become and remain members in good standing in the Union, or pay an agency fee to the Union to the extent permitted by law. It shall also be a condition of employment that all employees covered by this agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union to the extent permitted by law.

Provided, however, that nothing contained in this section shall require an employee to join said Union who can substantiate, in accordance with applicable law, bona fide religious tenets or teachings that prohibit the payment of dues or initiation fees to Union organizations. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee.

Section 2. 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 as certified by the Secretary-Treasurer of the signatory organization.

Section 3. The signatory organization will indemnify, defend, and hold the County harmless against any claims made against any suit instituted against the County on account of action taken or not taken by the County relative to any check-off of dues for the signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation or proper evidence thereof.

[For parallel provision, see Superior Court Agreement at art. 2 at p. 3.]

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the King County Superior Court and the direction of the work force is vested exclusively in King County Superior Court.

The Union acknowledges the right of the County to define and implement a new payroll system, including but not limited to a biweekly payroll system. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make the changes necessary to implement such payroll system. The County agrees to negotiate the effects of such change in the event the change in the payroll process does not include a transition option for employees.

[For parallel provision, see Superior Court Agreement at art. 3 at p. 5.]

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment as contained in this agreement because of race, color, religion, sexual orientation, marital status, national origin, age, sex, or any sensory, mental or physical disability. Only actions that constitute unlawful discrimination under applicable statutes, regulations or case precedent shall constitute a violation of this provision. Reasonable accommodations for qualified individuals with disabilities under the Americans with Disabilities Act (ADA) and applicable state law, shall be implemented on a case-by-case basis, for an individual employee and shall not establish a precedent or modify the terms of this Agreement.

This provision does not authorize King County to unilaterally implement a job accommodation which reduces benefits or rights granted by this Agreement to other employees, without first discussing such accommodation with the Union.

[For parallel provision, see Superior Court Agreement at art. 4 at p. 6.]

ARTICLE 5: HOURS OF WORK

Section 1. Standard Work Week: The standard work week consists of thirty-five (35) hours over five (5) consecutive days, with the work day beginning at 8:30 a.m. and ending at 4:30 p.m., Monday through Friday, inclusive of a one hour unpaid lunch period. Each Court Reporter reports all sessions of the Superior Court as directed by the judge presiding. The hours of work, and

authority to change such, of Superior Court Reporters, are vested solely within the authority of the Superior Court.

Section 2. Schedule Adjustment and Overtime: Employees who work up to five minutes or more outside of the scheduled work hours set forth in Section 1 above may receive a schedule adjustment at straight time. Schedule adjustments will be reported to the nearest five minutes. Employees required to work more than 35 but less than 40 hours in a work week earn compensatory hours at the straight-time rate for the hours between 35 and 40. Employees required to work beyond forty (40) hours in a week will be paid overtime and/or receive compensatory time at the rate of time and one-half (1-1/2) their regular rate of pay, consistent with applicable law.

[For parallel provision, see Superior Court Agreement at art. 5 at p. 7.]

ARTICLE 6: WAGE RATES

Section 1. Salary Range: The wage rate for Court Reporters shall be Range 62 of the King County 10-Step Hourly Squared Schedule.

Section 2. Step Progression: Newly hired reporters will be placed at Step 1 of the range or at a higher step in accordance with applicable personnel guidelines. Upon successful completion of the probationary period, employees will advance one step in the range. Thereafter, each Court Reporter will advance one step in the range, up to Step 10, on January 1 of each year upon receiving a satisfactory/fully successful or greater performance in all categories in both the judicial and Court Operations evaluations since the last step increase.

Section 3. Cost of Living Adjustments: The King County 10-Step Hourly Squared Schedule will be adjusted upwards each year to reflect the Cost of Living Adjustments that are guaranteed to the bargaining unit as set forth in the attached Union Coalition Cost-of Living ("COLA") Memorandum of Agreement (attached as Addendum A and incorporated herein by reference; Document Code: 050C0113_Addendum A_000U0310_COLA-2011_Council 2_02_scsg.pdf).

Section 4. Regular Part Time Employees: Regular part time employees will receive pay on a prorated basis.

Section 5. Realtime Reporting: Court reporters will receive a 2.5% wage premium for

delivering Realtime reporting if s/he is certified through a courthouse test to be developed and administered by the Superior Court. A Court Reporter will receive a 5% wage premium for delivering Realtime reporting if s/he has earned the national certification for Realtime reporting (CRR).

Section 6. CART Premium: Reporters will be eligible to accept and be assigned CART premium pay of $200 per day after attainment of the national CART certificate. Assignments for less than a half day will be compensated at $100. Assignment will be on a rotational basis allowing all CART-certified reporters an equal opportunity for assignment with the right of refusal. Exercising the right of refusal will place that reporter at the bottom of the list for future assignments. One assignment equals the duration of a trial, unless otherwise agreed upon.

ARTICLE 7: MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. There shall be established a Joint Labor Management Insurance Committee (JLMIC), comprised of an equal number of representatives from the County and the King County Coalition of Unions whose function shall be to review, study and make recommendations relative to existing medical, dental, vision, and life insurance programs. The Union and the County will implement any changes in employee insurance benefits that result from any agreement of the JLMIC.

ARTICLE 8: VACATIONS

Section 1. All regular full-time employees shall earn vacation leave credit at the rate of one hundred seventy-five (175) hours per year; provided, however, that regular part-time employees shall earn annual leave at a rate proportionate to the percentage of time worked. An employee who has completed twenty-five (25) years of service shall be entitled to twenty-six (26) days (182 hours) of annual leave each year thereafter. An employee who has completed thirty (30) years of service shall be entitled to twenty-seven (27) leave days (189 hours) each year thereafter.

Section 2. A leave of absence without pay for less than thirty (30) calendar days shall not constitute an interruption of continuous service for the purpose of determining eligibility for additional annual leave credits. A new employee is not eligible to use annual leave credits until after the completion of six (6) months continuous service. Each employee may accrue annual leave up to a maximum of 420 hours. The time at which annual leave may be drawn by an employee shall be

subject to the prior written approval of the supervising authority. This section does not limit an employee's right to use accrued leave for a qualifying event under the Washington Family Care Act.

Section 3. No employee shall earn a month's vacation credit during a month when the employee is absent without pay more than three (3) working days (21 hours). An employee shall not be granted vacation benefits if not previously accrued by the employee.

Section 4. No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 5. Upon termination for any reason the employee will be paid for unused vacation credits up to the maximum allowable accumulated vacation of 420 hours. In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases as provided by RCW Title 11.

Section 6. An employee who has accumulated a vacation balance beyond the maximum of 420 hours shall be required to reduce the balance to no more than 420 hours on or before the last day of the pay period that includes December 31 of each year. An exception may be made when cyclical workloads or work assignments prevent the employee from using excess vacation by December 31 of the year in which the excess was accrued, provided s/he submits a request to carry over excess hours to his/her supervisor, as set forth in Section 7 of this Article. Otherwise, employees shall forfeit the excess accrual.

Section 7. In order to be eligible for carryover of vacation leave beyond the maximum accrual of 420 hours, an employee must have made a request to use vacation leave during the calendar year, and the supervisor must have disapproved such request. In order to be eligible for carryover of excess vacation leave, a written plan must be developed and approved by the employee and Chief Administrative Officer (CAO) of Superior Court. This plan must outline how the excess vacation will be used in the next year. The Human Resources Division of the Department of Executive Services as well as the CAO of Superior Court must approve all requests for carryover of vacation.

[For parallel provision, see Superior Court Agreement at art. 6 at p. 9.]

Section 8. Effective January 1, 2008, Court Reporters with hire dates prior to January 1, 2007 will receive four (4) judicial conference leave days for each calendar year of the agreement. The

judicial conference leave days may only be used on regular work days during the spring and autumn judicial conferences. Court Reporters who do not use all of their judicial conference leave days during that calendar year will not be allowed to carry over into the next year any leave days not taken.

ARTICLE 9: SICK LEAVE

Section 1. Every regular (budgeted) full-time and regular (budgeted) part-time employee shall accrue sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of the employee's position. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned.

As an example of the above formula, an employee whose annual work schedule is 1820 hours shall accrue sick leave monthly at a rate of .00384615 times 1820, or seven (7) hours per month.

Section 2. Employees are eligible to use sick leave for the following reasons:

(a) Employee illness;

(b) Noncompensable injury of an employee (e.g., those injuries generally not eligible for worker's compensation payments);

(c) Employee disability due to pregnancy or childbirth;

(d) Employee's exposure to contagious diseases and resulting quarantine;

(e) Employee keeping medical, dental, or optical appointments provided that regular part-time employees are expected to schedule nonemergency medical and dental appointments on nonwork time;

(f) To care for an ill member of the employee's family in accordance with the terms of the Washington Family Care Act and other applicable local, state and federal laws.

Section 3. No employee shall earn sick leave credit during a month in which the employee is absent without authorization or absent without pay for more than three (3) days (21 hours).

Section 4. There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 5. Separation from County employment except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee.

Section 6. Accrued sick leave may be used for absence due to temporary disability caused

by pregnancy.

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

Section 8. Employees who, after five (5) years of service, either retire as a result of length of service or who terminate by reason of death shall be paid (or their estate receive) an amount equal to thirty-five (35) percent of their unused, accumulated sick leave. All payments shall be based on the employee's base rate.

Section 9. Employees injured on the job may use accrued sick leave and vacation benefits to supplement King County Worker's Compensation payments but may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee.

Section 10. Family Care and Death:

(a) Regular, full-time employees shall be entitled to three (3) days (21 hours) of bereavement leave per incident (i.e., death of immediate family member). An employee who has exhausted his or her bereavement leave may use up to three days of sick leave for each instance when death occurs to an immediate family member. If no accrued sick leave is available, then the appointing authority may approve leave without pay.

(b) In cases of family care where accrued sick leave has been exhausted, the employee may be granted leave without pay, in accordance with applicable law.

(c) In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against sick leave accrual.

Section 11. Immediate Family: Immediate family, for purposes of this article, shall be limited to the children, parents, siblings, grandchildren, grandparents, spouse or any "shared-residence relative" (i.e., a relative living with the employee) of the employee or of the employee's spouse/domestic partner.

Section 12. Regular part-time employees shall be granted family sick leave, sick leave and bereavement leave hours in the same proportion as their scheduled hours of work are to the standard work week. For example, an employee working 17-1/2 hours each week shall be granted 10.5 hours

of bereavement leave.

[For parallel provision, see Superior Court Agreement at art. 7 at p. 10.]

ARTICLE 10: JURY DUTY

Section 1. On proof of jury service, an employee shall be granted a leave of absence with pay (RCW 2.36.165). No juror per diem shall be paid to an employee serving in King County. Employees who serve on juries outside King County (e.g., Kitsap, Pierce, or Snohomish counties), must reimburse King County for any juror per diem they receive.

Section 2. Employees shall immediately report to their work supervisor whenever dismissed from jury service, in whole or in part.

[For parallel provision, see Superior Court Agreement at art. 9 at p. 12.]

ARTICLE 11: GRIEVANCE PROCEDURE

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

Grievances are to be heard on County time. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

Section 1. Grievance Definition: An alleged violation of this agreement.

Section 2. A grievance must be presented in writing within ten (10) working days after the occurrence of the incident that gave rise to such grievance. Grievances filed by the Union on behalf of an individual or group issue shall be filed at the appropriate level with the agreement of the County in order to expedite resolution. Copies of the written grievance must be made available to lower level supervision.

Section 3. Procedure:

Step 1. A grievance relating to wages shall be presented in writing by the Union to the Chief Administrative Officer or designee. The Chief Administrative Officer or designee shall gain all relevant facts and shall attempt to resolve the matter and notify the Union and the County within five (5) working days. If a grievance is not pursued in writing to the next higher level within ten (10)

working days after the Court's response, it shall be presumed resolved.

Step 2. If, after thorough discussion, the decision of the Chief Administrative Officer has not resolved the grievance satisfactorily, the grievance may be presented, in writing, to the King County Office of Labor Relations Director or designee. If a grievance is not pursued in writing to the next higher level within ten (10) working days after the County's response, it shall be presumed resolved.

Step 3. If the grievance is not resolved at Step 2 of the procedure upon mutual agreement, the Employer and the Union may submit the grievance to the Public Employment Relations Commission (PERC) or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration. If a grievance is not pursued in writing to the next higher level within ten (10) working days after mediation, it shall be presumed resolved.

Proceedings before the mediator shall be informal and the rules of evidence shall not apply. No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the Employer. In the event the grievance is not resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.

If either party does not accept an advisory opinion, the matter may then proceed to arbitration; the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during the arbitration proceedings.

Step 4. Failing resolution at Step 3, either party may request arbitration within thirty (30) calendar days of the conclusion of Step 3, specifying the exact question which it wishes to arbitrate. The parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list supplied by PERC or one of the private services, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union. The party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator, and the decision of the arbitrator shall be

final and binding on both parties.

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

The arbitrator's fees and expenses shall be borne equally by both parties, and each party shall bear the full cost of advancing its case, including its legal representation, regardless of the outcome of the arbitration.

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

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

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

Section 5. Grievances processed through the grievance procedure shall be heard during normal working hours unless stipulated otherwise by the parties. Employee representatives essential to such hearings and directly involved in such grievance meetings shall be allowed to do so without suffering a loss in pay at a mutually agreeable time during their normal working hours.

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

Section 7. Election of Remedies: If Employees have access to multiple procedures for adjudicating grievances, then selection by the Employee of one procedure will preclude access to the other procedures. Selection is to be made no later than at the conclusion of Step 2 of the grievance procedure in Article 11.

[For parallel provision, see Superior Court Agreement at art. 10 at p. 13.]

ARTICLE 12: EMPLOYEE RIGHTS

Up to three (3) Union Stewards representing the Union's interest during contract negotiations are authorized to meet with County management during working hours without loss of pay.

[For parallel provision, see Superior Court Agreement at art. 11 at p. 16.]

ARTICLE 13: HOLIDAYS

Section 1. All employees shall be granted the following holidays, with pay:

New Year's Day	January 1
Martin Luther King Jr.'s Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

and any days designated by public proclamation of the Chief Executive of the State as a legal holiday, and one (1) personal holiday.

Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Holidays paid for but not worked shall be recognized as time worked.

Section 2. Personal Holidays: The personal holiday shall be available for use at the beginning of each calendar year and must be used in that year or lost. Employees completing a probationary period are entitled to utilize the floating holiday during the term of their probation.

Section 3. An employee must be in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay. Provided, however, that an employee who has at least five (5) years of county service and who retires at the end of a month, the last regularly scheduled working day of which is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Section 4. Part-Time Employees: Holiday benefits for regular part-time employees shall

be prorated.

ARTICLE 14: SAVINGS CLAUSE

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

[For parallel provision, see Superior Court Agreement at art. 13 at p. 22.]

ARTICLE 15: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement. Nothing in this Article is intended to waive or reduce the weight given under the law to established past practices in the interpretation of the terms of the Agreement.

[For parallel provision, see Superior Court Agreement at art. 15 at p. 24.]

ARTICLE 16: DURATION

Section 1. The terms of this Agreement shall become effective upon ratification by the King County Council and shall cover the period from January 1, 2013 through December 31, 2014.

Section 2. Contract negotiations for a succeeding contract may be initiated by either party providing to the other written notice of its intention to do so at least thirty (30) days prior to November 1, 2014.

Section 3. In the event the negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect to the extent required by RCW 41.56 unless either party serves the other party with ten (10) days notice of intent to terminate the existing Agreement.

[For parallel provision, see Superior Court Agreement at art. 18 at p. 27.]

APPROVED this 6 day of JUNE, 2013.

By: Dow Constantine

King County Executive

Professional and Technical Employees, Local 17:

Joseph L. McGee — 5/13/13 Date
Executive Director

Whitney Abrams — 5/8/13 Date
Union Representative

Dolores Rawlins, Shop Steward — 5/10/13 Date

Kevin Moll, Shop Steward — 5/10/13 Date

Joe Richling, Shop Steward — 5/10/13 Date

ADDENDUM A

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Washington State Council of County and City Employees, Council 2, are covered by the following labor agreements:

cba Code	Union	Contract
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
080	WSCCCE, Council 2, Local 21AD	Department of Adult and Juvenile Detention
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community and Human Services
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
276	WSCCCE, Council 2, Local 2084-S	Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors)

ADDENDUM A

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Washington State Council of County and City Employees, Council 2 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. <u>2013 COLA</u>
Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. <u>2014 COLA</u>
Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining

agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

For Washington State Council of County and City Employees, Council 2:

12/29/10
Date

For King County:

P. Cole-Tindall

12-27-10
Date

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL 17 - COURT REPORTERS

REGARDING REIMBURSEMENT FOR REAL TIME EXPENSES

Background:

King County and the Professional and Technical Employees, Local 17 have bargained in good faith regarding the reimbursement for expenses related to real time reporting.

At this time, not all court reporters provide real time services. Court reporters incur significant personal expense in becoming real time certified, providing real time services, and maintaining their capacity to provide real time services. The purpose of this Agreement is to assist court reporters with the expenses incurred in becoming real time certified, maintaining their capacity, and continuing to provide real time services.

Agreement:

The County and the Union agree as follows:

1. Each year during the term of the contract, the County will reimburse employees for expenditures related to real time reporting capabilities up to $800.00 per year for 2013 and 2014.

2. The annual reimbursement allotment or any portion thereof may not be carried over into the subsequent year.

3. Upon request, the County will reimburse employees for expenses incurred up to $800.00 in acquiring and maintaining real time capabilities including: testing and skill development; software and hardware; and continuing education.

4. Examples of reimbursable real time expenses may include (but are not limited to) the following items:

a. Registration fees for training or classes to prepare for the national or court sponsored real time tests/certifications or to maintain certification. The training must have prior endorsement by the National Court Reporters Association.

b. Maintenance and technical support costs for computer hardware and software used to provide real time reporting.

c. Computer hardware, software, peripherals and associated equipment used for the purpose of providing real time reporting such as steno machines, notebook computers and monitors, and CART/real time software.

5. Requests for reimbursement for 2013 must be submitted by December 31, 2013. Requests for reimbursement for 2014 must be submitted by December 31, 2014.

6. Employees who are requesting realtime reimbursement, who are not realtime certified (in-house or nationally) must, in good faith, take the in-house or national test in the year they are requesting the reimbursement.

7. Requests for reimbursements are subject to the approval of Court Operations and must include receipts verifying the purchase and price of the reimbursable expenses.

8. This agreement shall become effective immediately upon complete execution of the agreement by all parties.

APPROVED this 6 day of JUNE, 2013.

By: Dow Constantine
King County Executive

For Professional and Technical Employees, Local 17:

Whitney Abrams
Whitney Abrams
Union Representative

5/8/13
Date