AGREEMENT BETWEEN

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL 2084SC (Superior Court)

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PREAMBLE

These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees (Union) representing Local 2084SC (Local). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (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 the County.

ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

2.2. Union Membership - 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. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the

bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee.

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

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

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

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

ARTICLE 3: RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT

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

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

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

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY

4.1. EEO - The County or the Union shall not unlawfully discriminate against any employee

with respect to compensation, terms, conditions, or privileges of employment as contained in this agreement because of race, creed, color, religion, sexual orientation, Union membership, political ideology, marital status, national origin, age, sex, or any sensory, mental or physical disability.

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

ARTICLE 5: WAGES

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

5.2. Step Increases

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

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

5.3. COLA - Effective January 1, 2013, wage rates in effect on December 31 of the previous year shall be increased in accordance with the provisions of the COLA Memorandum of Agreement between King County and WSCCCE Council 2 Addressing the 2011 Budget Crisis, attached as Addendum B.

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

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

accumulation of paid compensated hours during the workweek.

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

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

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

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

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

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

5.10. Personal Property - Employees whose personal property is damaged during the performance of their duties shall have same repaired or replaced at County expense; provided, that such reimbursement shall not exceed five hundred dollars ($500.00) per incident. Paperwork

necessary to process claims covered under this Section will be initiated by the Court with due speed upon receipt of the claim from the employee.

ARTICLE 6: HEALTHCARE AND INSURANCE PLANS

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

ARTICLE 7: HOLIDAYS

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

Holiday	*Date Celebrated*
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

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

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

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

C. Employees working multiple shifts will observe holidays only on the dates and

days specified under Section 7.1., "Date Celebrated."

7.2. Personal Holidays - Regular, term-limited temporary and probationary employees shall receive two (2) personal holidays to be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year. These days may be used in the same manner as any vacation day earned.

7.3. Part-time Employees - Employees eligible for holidays who work a part-time schedule receive paid holidays prorated based on their workweek schedule.

7.4. Holiday Compensation

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

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

ARTICLE 8: VACATIONS

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

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

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

8.3. Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

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

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

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

8.6. Employees eligible for vacation leave may accrue up to sixty (60) days vacation calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty-two (432) hours. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the director/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the Court.

8.7. In cases of separation from employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of service in a paid leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

8.8. If a regular employee eligible for vacation leave resigns or is laid off and subsequently returns to regular employment within two (2) years from such resignation or layoff, as applicable, the employee's prior service shall be counted in determining the vacation leave accrual rate under Sections 8.1.

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

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

8.11. The Court is responsible for the scheduling of vacation leave.

ARTICLE 9: SICK LEAVE

9.1. Regular, term-limited temporary and probationary employees shall accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status excluding overtime up to a maximum of eight (8) hours per month. 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.

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

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

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

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

9.6. Regular employees who have successfully completed at least five (5) years of benefit eligible service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the

employee's rate of pay in effect upon the date of leaving employment less mandatory withholdings.

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

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

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

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

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

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

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

C. Exposure to contagious diseases and resulting quarantine.

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

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

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

G. To care for other family members, if:

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

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

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

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

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

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

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

9.9. Medical and Family Leave

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

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

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

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

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

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

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

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

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

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

B. A position with equivalent status, benefits, pay and other terms and

conditions of employment; and

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

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

9.10. Provider Certification - Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

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

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

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

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

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

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

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

ARTICLE 10: GENERAL LEAVES

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

A. Vacation Leave Hours. Both the donor and the donee must have completed one year of service as a regular employee, the donation must be used within ninety (90) days, and donated hours that are not used within ninety (90) days will revert to the donor. The transfer must be approved by the Chief Administrative Officer. The donor may not receive any compensation for such donation.

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

10.1.1. Donated vacation and sick leave hours will be converted to dollar value based on the donating employee's regular hourly rate at the time of the donation. This amount will then be divided by the receiving employee's salary to determine the actual number of hours received. Unused donated annual leave and sick leave will be reconverted based on the donating employee's regular hourly rate at the time of the reconversion.

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

10.3. Bereavement Leave

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

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

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

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 the employee's sick leave account nor bereavement leave credit.

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

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

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

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

ARTICLE 11: GRIEVANCE PROCEDURE

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

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

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

levels of the grievance process.

11.4. Grievance Procedure

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

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

11.5. Arbitration - Failing resolution at Step 2 of the grievance process, the Union may request arbitration within thirty (30) calendar days of the conclusion of Step 2 specifying the exact question which it wishes to arbitrate. The County and Union shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, an arbitrator will be selected from a list supplied by PERC or FMCS, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County and the Union representatives. The party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision as soon as possible after the case is heard. The arbitrator shall be final and binding on both parties.

A. 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.

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

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

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

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

11.6. Mediation

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

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

1. A meeting will be arranged by the County and Union Representatives.
2. The meeting will include a mediator(s) and the affected parties.
   - **(a)** The parties may mutually agree to other participants such as subject matter experts.
3. The parties will meet at mutually agreeable times to attempt to resolve the matter.
4. If the matter is resolved, the grievance will be withdrawn.
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.

ARTICLE 12: 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.

ARTICLE 13: 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 wages and wage-related matters and the agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is included herein. 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 this Agreement at any time, and except for negotiations over a successor collective bargaining agreement.

ARTICLE 14: DURATION

This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the Metropolitan King County Council, unless a different effective date is specified, and shall be in effect January 1, 2013 through December 31, 2014.

APPROVED this 4th day of September, 2013.

By: _____

King County Executive

UNION:

_____

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

LOCAL:

_____

Dan Baxter, Local Union President
Washington State Council of County and City Employees

cba Code: 273

WSCCCE, Council 2, Local 2084-SC
Superior Court
Wage Addendum A

Union Codes: N5
N5A

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
4200100	421107	Administrative Office Assistant	29
4201100	421211	Administrative Specialist I	33
4201200	421315	Administrative Specialist II	37
4201300	421407	Administrative Specialist III	41
0007836	613101	Case Setting Coordinator	42
0007557	612101	Court Program Specialist II	40
5246100	524802	Education Employment Specialist	50
0007895	007895	Finance Technician - KCSC	41
4101200	411209	Fiscal Specialist II	38
4101400	411406	Fiscal Specialist IV	47
6213100	622302	Juvenile Probation Counselor	54
6213300	621301	Juvenile Probation Counselor - Lead	57
5247200	528101	Juvenile Program Services Coordinator	55
5210300	526701	Juvenile Services Technician	50
2441200	243209	Project/Program Manager II	57
2441300	243310	Project/Program Manager III	60
6112100	611201	WACIC Data Coordinator	40

* Employees hourly rate will be that rate represented on the King County Standardized Schedule using the 40 hour rate line. Salaries are calculated using that 40 hour rate line multiplied by the number of hours actually worked.

ADDENDUM B

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 B

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