AGREEMENT BETWEEN

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

COUNCIL 2, LOCAL 2084-SC (SUPERIOR COURT)

FAMILY COURT OPERATIONS

COURT APPOINTED SPECIAL ADVOCATES SPECIALISTS AND ATTORNEYS (CASA)

KING COUNTY WAGES AND BENEFITS

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AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
COUNCIL 2, LOCAL 2084-SC (SUPERIOR COURT)
FAMILY COURT OPERATIONS
COURT APPOINTED SPECIAL ADVOCATES SPECIALISTS AND ATTORNEYS (CASA)
KING COUNTY WAGES AND BENEFITS

PREAMBLE

These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees (WSCCCE) representing Local 2084-SC CASA's (Local). This Agreement shall be subject to approval by ordinance by the 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 is 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 11256 (PECB, 2011).

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 (30th) 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.

3.3: Contract Standardization - The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act workweeks. The parties agree that applicable provisions of the collective bargaining agreement may be reopened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY

4.1. EEO - The County or the Union shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of legally protected union activity, race, color, religion, national origin, age, ancestry, marital status, sexual orientation, sensory, mental or physical disability or sex.

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 probationary period, a regular employee shall advance to the next step in his/her classification wage range.

B. Annual step increases will be given after the first increase described in Article 5.2.A, if the employee's work performance and work habits are satisfactory, as defined in the "Performance Overview"; and until such time that the employee has reached Step 10.

5.3. COLA – The King County Standardized Salary 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 B and incorporated herein by reference; Document Code: 458C0113_Addendum B_000U0310_COLA-2011).

In 2012, 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. The COLA for 2012 is known to be 1.63%.

In 2013, 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 COLA for 2013 is known to be 3.09%.

In 2014, 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 two 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 in 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.

5.4. 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.

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

ARTICLE 6: MEDICAL, DENTAL & LIFE INSURANCE

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 King County 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
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holiday	At employee's discretion

A. All legal holidays as prescribed by statute (RCW 1.16.050) will be designated as days off, with pay, subject to the employee being in a paid status the day before and the day after the holiday.

B. holiday falling on Saturday or Sunday will be observed on the preceding Friday or the following Monday.

C. Each employee is also entitled to one floating holiday per calendar year. Employees may take their floating holidays during their probationary period. The floating holiday is added to the annual leave balance, and is subject to the same approval process as requests for annual

leave.

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

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 as follows:

Length of Service	Annual Vacation in Days
Upon hire through end of year 3	10
Upon beginning of year 4 and through year 5	15
Upon beginning of year 6 and through year 10	20
Upon beginning of year 11 and through year 25	25
Upon beginning of year 26 and through year 30	26
Upon beginning of year 31	27

8.2. Part-time Employees - Part-time employees will earn vacation leave at a rate proportionate to their position's standard part-time hours. Temporary employees (except Term-Limited Temporary Employees) do not earn annual leave.

8.3. Employees will accrue vacation leave each pay period. Employees will be eligible to use the leave time following the completion of probation.

8.4. Upon separation, employees eligible for vacation leave will be paid for accrued annual leave not to exceed 60 days (420 hours).

8.5. Vacation Accrual - Each full-time leave-eligible employee may accrue vacation leave up to a maximum of 60 days (420 hours). If such an employee's vacation leave balance exceeds 60 days (420 hours), on or before the last day of the pay period that includes December 31 of each year, then the balance will be reduced and the employee will forfeit any vacation leave that exceeds 60 days (420 hours). The Department Director may grant an employee specific permission to exceed the 60

days (420 hours) maximum for a period of not longer than one year. Requests to carry over vacation leave accruals must be made by December 1st of the year in which the vacation leave over the maximum was earned.

Vacation leave balances in excess of 60 days (420 hours) that have been carried over, but not taken in the following year, will be forfeited. These leave accruals will be pro-rated for eligible part-time employees.

8.6. The supervising authority must approve all use of vacation leave. Employees requesting vacation leave are required to submit, in advance, a King County Superior Court Leave Request Form to their supervisors for approval.

8.7. Vacation leave credits will not be earned during leaves of absence without pay.

8.8. Employees who are laid off or resign from Superior Court employment in good standing and return to Superior Court employment within two years will have their prior service counted toward future vacation leave accrual.

ARTICLE 9: SICK LEAVE

9.1. Sick leave is absence with pay necessitated by an employee's own illness, or to care for a member of the employee's immediate family as defined in Article 10.3. Leave-eligible employees may use sick leave, vacation leave, management leave, or any other paid leave they have accrued, to care for immediate family members as defined in Article 10.3, regardless of the number of hours the employee has worked for King County or Superior Court.

9.2. Regular full-time and probationary employees, and term-limited temporary employees, will earn sick leave credits at the rate of one work day per month. Employees shall accrue sick leave from their date of hire in a leave eligible position. Regular part-time employees earn sick leave at a rate proportionate to the time worked. An employee may not earn sick leave for any month in which the employee was absent without pay for more than 21 hours. A sick-leave eligible, part-time employee may not earn sick leave for any month in which the employee was absent without pay for more than the prorated rate of 21 hours.

9.3. An employee absent on sick leave will notify his/her supervisor within one-half hour after the start of work. Otherwise, the absence will be considered unauthorized leave.

9.4. A doctor's certification may be required for any sick leave absence.

9.5. In addition to personal illness, the employee may charge against accumulated sick leave personal visits to a licensed health-care provider, when prior approval has been given by the employee's supervisor. Proof of the need for such absences, satisfactory to the supervisor, may be required.

9.6. An employee who becomes ill while on vacation may have the annual leave converted to sick leave after providing a doctor's certification to his/her supervisor.

ARTICLE 10: MEDICAL AND FAMILY LEAVE

10.1. Employees are eligible for Medical and Family Leave for a period of up to twelve (12) work weeks within a rolling twelve-month period after they have been employed by King County for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. For purposes of this subsection, a rolling twelve-month period is measured backward from the date an employee uses any FMLA leave. An employee will be placed on Medical and Family Leave for the employee's own serious health condition lasting more than three working days, or for the serious health condition of a member of the employee's immediate family.

10.2. A serious health condition is an illness, injury, impairment, or physical or mental condition lasting more than three days. Leave may be taken:

1. For a serious health condition that makes you unable to perform your job,

2. To care for your child after birth,

3. Following placement of a child with you for adoption or foster care,

4. To care for your spouse or domestic partner with a serious health condition,

5. To care for your parent (or a person who stood or stands in loco parentis to you) with a serious health condition,

6. To care for your child or your spouse's child with a serious health condition.

10.3 Immediate family will be defined as:

• Children (including foster children and those to whom the employee stands *in loco parentis*)	• Children of spouse or domestic partner
• Parents and those who stood *in loco parentis* to the employee	• Parents of spouse or domestic partner
• Siblings	• Sibling of spouse or domestic partner
• Grandchildren	• Grandchildren of spouse or domestic partner
• Spouse or domestic partner	• Grandparents of spouse or domestic partner
• Grandparents	• Any relative residing with the employee

10.4. An employee on Medical and Family Leave must provide written certification from the employee's health care provider or the immediate family member's health care provider. Such certification must specify that the employee is unable to work and must state the anticipated duration of the employee's absence.

10.5. An employee may take leave intermittently or on a reduced schedule as authorized by law when medically necessary due to a serious health condition of the employee or an immediate family member of the employee. When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the court's operation.

When 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 department director.

10.6. Employees must use all accrued sick leave, all accrued vacation leave, and any donated sick leave before going on unpaid Medical and Family Leave. If those paid leaves are exhausted, the employee will be placed on unpaid leave for the remainder of the Medical and Family Leave.

10.7. During an employee's Medical and Family Leave, Superior Court will continue to pay for the employee's medical, dental and vision care benefits.

10.8. Parental Leave - Employees may take up to eighteen work weeks of parental leave in a rolling twelve-month period following the birth of a child and to care for the newborn child or because of the placement of a child with the employee for adoption or foster care. During parental leave, the employee's medical, dental and vision benefits will be paid by King County.

Employees are eligible for parental leave after they have been employed by King County for a 12-month period immediately preceding the commencement of the leave and have worked at least 1,090 hours within this 12-month period. Any period of temporary disability leave due to childbirth is not subject to his requirement.

Employees on parental leave may accept sick leave donations during the period when the employee is temporarily disabled due to childbirth. For remainder of parental leave, employees may accept sick leave donations if medical certification is submitted. Employees must use all accrued sick leave and all accrued vacation time before using any donated leave.

Parental leave runs concurrently with other leaves. Employees may be eligible under other subsections of this policy for leave due to pregnancy disability.

10.9. Sick Leave Conversion Program - All regular full-time and part-time employees who have worked at least one year for Superior Court are eligible to convert up to 14 hours of accrued sick leave to 14 hours of vacation. This option is available in two six-month increments. The following criteria apply:

a. The employee must have been working on paid status January 1 through June 30, and/or July 1 through December 31;

b. Employees who have used 7 or fewer hours of sick leave in one of the above six-month periods may convert up to 14 hours of sick leave to vacation;

c. Employees who have used more than 7 hours of sick leave but 14 or fewer hours of sick leave, may convert up to 7 hours of sick leave to vacation.

This opportunity to convert sick leave hours to vacation hours is optional. Hours converted from sick leave to vacation leave will be reflected in a subsequent pay period.

10.10. Donation of Vacation and Sick Leave Hours - To assist fellow employees who find themselves in an emergency or special situation without enough sick or vacation leave, Superior Court employees may transfer up to 35 vacation leave and 35 sick leave hours in a calendar year to another King County 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 90 days, and donated hours that are not used within 90 days will revert to the donor. The transfer must be approved by the Department Director; and the donor may not receive any compensation for such donation.

B. Sick Leave Hours: The donor's sick leave balance must equal 100 hours or more after the deduction of the donation, the transfer must have the approval of the Department Director; and the donor may not receive any compensation for such donation. Sick leave may be donated only to employees who have exhausted their sick leave, compensatory time and vacation leave. Donated sick leave must be used within 90 calendar days of the date of the donation. Donated hours that are not used within 90 days will revert to the donating employee. Donated sick leave is excluded from sick leave payoff provisions.

C. Donated annual leave 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.

ARTICLE 11: GENERAL LEAVES

11.1. Organ Donor Leave - The Chief Administrative Officer may allow an employee who is eligible for leave benefits to take up to five days' paid leave to participate as a donor in a life-giving or life-saving procedure (for example, bone marrow or kidney transplants). The paid leave will not be charged to Medical and Family leave, sick leave, vacation leave or leave of absence without pay. There must be a reasonable expectation that the employee's failure to participate may result in serious illness, injury, pain, or the eventual death of the identified recipient.

The employee must take the following steps:

1. Give the appointing authority reasonable advance notice of the need to take time off; and,

2. Provide written proof from a physician as to the need for the employee to donate or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

Time off from work in excess of five working days is subject to other existing leave policies.

11.2. Worker's Compensation Leave - Superior Court employees are covered by King County Safety and Worker's Compensation Industrial Insurance. If an employee is injured as a result of employment or becomes ill as a direct result of employment, the employee must report the incident immediately to his or her supervisor.

11.3. Bereavement Leave - Leave of up to three work days per instance will be allowed following the death of any employee's immediate family member. For the purposes of this section, "immediate family" is defined as follows:

- Children - Children of spouse or domestic partner
- Parents - Parents of spouse or domestic partner
- Siblings - Siblings of spouse or domestic partner
- Grandchildren - Grandchildren of spouse or domestic partner
- Grandparents - Grandparents of spouse or domestic partner
- Spouse or domestic partner
- Any relative residing with the employee
- An individual who stood *in loco parentis* to the employee, the employee's spouse or domestic partner

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 sick leave is available, then the appointing authority may approve leave without pay. Holidays or regular days off falling within the prescribed period of absence will not be charged against bereavement leave.

Prior notice and authorization is not required for leave under this paragraph. However, notice of such absence must be given to the employee's supervisor as soon as possible.

11.4. Payment for Accruals Upon Separation

A. At the time of separation from service, an employee or the employee's estate or beneficiary will be compensated in cash for accumulated vacation leave credits. When an employee resigns, the supervising authority may require that written notice of such resignation be given at least 10 working days prior to the last day of work.

B. There is no provision for payment of sick leave accruals upon separation from service due to dismissal, resignation or layoff. However, should an employee be laid off or resign in good standing and return to work within two years, accrued sick leave credits will be restored to the employee.

C. An employee on leave of absence without pay for military service may elect to receive compensation in cash for accrued vacation leave credits.

11.5. Leave Without Pay - A regular employee may, at the discretion of the Department Director and upon receiving prior written approval, be granted a leave of absence, without pay, for a period not exceeding 2 calendar months. An employee will not be granted unpaid leave in a year until such time as all accrued vacation leave credits have been used.

An employee may not earn sick leave or vacation leave credits for any month in which the employee is absent without pay more than 21 hours. A leave of absence in excess of 30 days, except for Medical and Family or military leave, will result in the loss of paid health benefits. At the conclusion of such leave, the employee will return to the position.

11.6. Jury Duty - On proof of jury service, an employee will be granted a leave of absence with pay, per RCW 2.36.165. No juror fee will be paid to an employee serving on any jury in King County. Employees who serve on juries outside King County (e.g., in Kitsap, Pierce or Snohomish Counties), must reimburse King County for any juror fees they receive. Employees must contact their supervisor when dismissed from jury duty during regularly scheduled working hours and may be required to report back to work.

11.7. Military Leave - An employee will be granted, for a period not exceeding twenty-one

(21) workdays days during each calendar year, leave of absence with pay for the purpose of taking part in active military training duty as provided by State law (RCW 38.40.060). The employee must submit a written request for military leave to the Chief Administrative Officer and must attach a validated copy of the leave order.

During a military conflict, an employee who is the spouse of a member of the military as provided by State law (RCW 49.77.030) is entitled to a total of fifteen (15) days of unpaid leave per deployment. This leave may be taken while a spouse is on leave from deployment, or when ordered to active duty and before deployment.

The employee must work an average of twenty or more hours per week to be eligible for this leave. Accrued vacation or sick leave may be substituted for unpaid leave. An employee must provide notice within five business days of receiving the notice of military leave.

11.8. Management Leave - FLSA Employees covered by this bargaining unit are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act. As such, bargaining unit employees are expected to work the hours necessary to satisfactorily perform their jobs. Bargaining unit employees are eligible for management leave pursuant to the King County Superior Court Administrative Guidelines for Personnel, Section 8.03.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1. 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.

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

12.3. A grievance must be presented within ten (10) 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.

12.4. 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 fifteen (15) 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 ten (10) 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 twenty-one (21) calendar days following the meeting of his/her decision.

12.5. 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.

12.6. 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.

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

12.8. Grievances shall be heard during normal working hours unless stipulated otherwise by

the parties.

ARTICLE 13: 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 14: 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 15: 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 6 day of JUNE, 2013.

By: Dow Constantine

King County Executive

SIGNATORY ORGANIZATION:

Bill Dennis
Research Director
Washington State Council of County and City Employees, Council 2, Local 2084-SC

cba Code: 458 **Union Code: N6**

ADDENDUM "A"
to the
AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084-SC (Superior Court) CASA's
January 1, 2012 through December 31, 2014

THIS ADDENDUM is supplemental to the Agreement by and between KING COUNTY, WASHINGTON, hereinafter referred to as the Employer, and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 2084-SC (Superior Court) CASA's

A.1 Salary Ranges - The following Salary Ranges of the King County Standardized Annual/FLSA Exempt Salary Schedule below shall be in effect January 1, 2012 through December 31, 2014. The cost of living adjustment shall be as provided in Article 5.3 of the collective bargaining agreement.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range Standard Table
6120100	663101	CASA Specialist	**50***
6240100	664101	CASA Attorney	**58***

* 35 hours per week

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
<UNION>
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 <Union - Contract>

cba Code	Union	Contract

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 <Union> 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.

ADDENDUM B

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.

ADDENDUM B

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For <Union>:

_____ _____
Date

For King County:

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