

Master Labor Agreement (MLA) - Appendix 60
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 2084-SC
Superior Court - Staff (Wages Only)
[273]

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1 **Agreement Between King County**

2 **And**

3 **Washington State Council of County and City Employees, Council 2, Local 2084SC**
4 **King County Superior Court Employees**

5 **PREAMBLE**

6 These Articles constitute an Agreement between King County (County) and the Washington
7 State Council of County and City Employees (Union) representing Local 2084SC (Local). This
8 Agreement shall be subject to approval by ordinance by the Metropolitan King County Council
9 (Council). This Agreement was entered into for the purpose of setting forth the mutual
10 understandings of the parties regarding wages and related matters that are within the legal jurisdiction
11 of the County. If the parties discover a clerical oversight or a misunderstanding arises due to the
12 Master Labor Agreement, the parties agree to first meet and discuss the issue prior to filing any
13 grievances or complaints.

14 **ARTICLE 1: PURPOSE**

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

21 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

22 **2.1.** The County recognizes the Union as the exclusive bargaining representative relative to
23 wages and wage-related matters for all employees, excluding supervisors and confidential employees,
24 in the classifications listed under the Addendum A. The bargaining unit description can be found
25 under Public Employment Relations Commission Decision 7397 (PECB, 2001).

26 **2.2. Union Membership** - It shall be a condition of employment that all employees covered
27 by this Agreement who are members of the Union in good standing on the effective date of this
28 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition

1 of employment that all employees covered by this Agreement and hired or assigned into the
2 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such
3 employment, become and remain members in good standing in the Union or pay an agency fee.

4 **2.3. Exemption** - In accordance with RCW 41.56.122, employees covered by this Agreement
5 who are forbidden from joining a Union by bona fide religious beliefs, or tenets or teachings of a
6 church or religious body, shall contribute an amount equivalent to regular Union dues and initiation
7 fees to a non-religious charity or to another charitable organization mutually agreed upon by the
8 employee affected and the Union.

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

10 **2.4. Dues Deduction** - Upon receipt of written authorization individually signed by an
11 employee, the County shall have deducted from the pay of such employee the amount of dues as
12 certified by the business manager of WSCCCE and shall transmit the same to its treasurer.

13 **2.5. Indemnification** - The Union will indemnify, defend and hold the County harmless
14 against any claims made and against any suit instituted against the County on account of any check-
15 off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error
16 on account of the check-off provisions upon presentation of proper evidence thereof.

17 **ARTICLE 3: RIGHTS OF MANAGEMENT**

18 **3.1. Rights of the Court** - The management of the Court and the direction of the work force
19 is vested exclusively in the Court.

20 **3.2. Rights of the County** - The County has the right to determine and establish wages and
21 wage-related matters, such as wage rates for classifications and employees, the kinds and levels of
22 paid leaves and insured benefits, and how and when employees are compensated. All of the rights,
23 functions, powers and authority of the County not specifically abridged, delegated or modified by the
24 Agreement are recognized by the Union as being retained by the County.

25 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

26 **4.1. EEO** - The County or the Union shall not unlawfully discriminate against any employee
27 with respect to compensation, terms, conditions, or privileges of employment as contained in this
28 agreement because of race, creed, color, religion, sexual orientation, Union membership, political

1 ideology, marital status, national origin, age, sex, or any sensory, mental or physical disability.

2 **4.2. Complaint** - Allegations of unlawful discrimination shall not be a proper subject for the
3 grievance procedure herein, but may instead be filed by an employee with the appropriate human
4 rights agency.

5 **ARTICLE 5: WAGES**

6 **5.1. Pay Ranges** - Wage rates for each classification are set forth in Addendum A.

7 **5.2. Step Increases**

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

12 B. Annual step increases will be given after the first increase described in Section
13 5.2.A, if the employee's work performance and work habits are satisfactory; and until such time that
14 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the
15 discretion of the manager/designee.

16 **5.3. General Wage Increases**

17 A. The MLA Article 29 and Total Compensation Agreement provide the agreed upon
18 General Wage Increases (i.e. COLA) for this Agreement.

19 **5.4. Overtime** - Employees shall be paid at an overtime rate of time and one-half (1-1/2)
20 their regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40)
21 hour threshold for determining overtime eligibility is based on the accumulation of paid compensated
22 hours during the workweek.

23 **5.4.1. Overtime Screeners** - Employees assigned to the Screening unit will receive
24 overtime after working eight (8) hours in a day and for all hours worked in excess of forty (40) hours
25 per week. The forty (40) hour threshold for determining overtime eligibility is based on the
26 accumulation of paid compensated hours during the workweek.

27 **5.4.2. Overtime for Temporary Employees** - Temporary employees shall be
28 compensated at one and one-half times (1-1/2) the regular hourly rate of pay for all hours worked in

1 excess of forty (40) hours in a work-week. The forty (40) hour threshold for determining overtime
2 eligibility is based on the accumulation of regular hours paid. Temporary employees are not eligible
3 for compensatory time. The workweek is defined as Saturday through Friday.

4 **5.5. Compensatory Time** - An employee may request and with the approval of the
5 manager/designee may receive time off in lieu of overtime pay.

6 **5.6. Call-out** - The parties agree the MLA Article 33 shall provide the terms for call-out pay.

7 **5.7. Mandatory Meetings/Training** - Employees required by the County or the Court to
8 attend meetings/training during their time off from work will receive at least two (2) hours of pay.
9 Should the meetings/training extend beyond two (2) hours, employees will receive pay for the actual
10 time attending the meetings/training. If employees are required to attend meetings/training on
11 Saturday or Sunday, they will be paid at the overtime rate of pay with a minimum of two (2) hours
12 paid.

13 **5.8. Work Out-of-Classification and Special Duty** - The parties agree the MLA Article 15
14 and Article 37 provide the agreed upon terms for out of classification job assignments.

15 **5.9. Mileage** - The parties agree reimbursement for personal transportation shall be pursuant
16 to MLA Article 24.

17 **5.10. Personal Property** - Employees whose personal property is damaged during the
18 performance of their duties shall have same repaired or replaced at County expense; provided, that
19 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
20 necessary to process claims covered under this Section will be initiated by the Court with due speed
21 upon receipt of the claim from the employee.

22 **ARTICLE 6: HEALTHCARE AND INSURANCE PLANS**

23 The terms and conditions for health benefits are provided in MLA Article 25.

24 **ARTICLE 7: HOLIDAYS**

25 The parties agree paid holiday leave shall be pursuant to MLA Article 10; except as modified
26 below.

27 **7.1. Holiday Compensation**

28 **A.** Full-time employees who are eligible for overtime and holiday pay shall receive

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

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

13 **ARTICLE 8: VACATIONS**

14 **8.1.** The parties agree paid vacation shall be provided pursuant to MLA Articles 9 and 35,
15 except as provided below.

16 **8.2. Part-time Employees** - Employees eligible for vacation leave who work a part-time
17 schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 8.1.;
18 provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled
19 workweek.

20 **8.3.** Employees eligible for vacation leave shall accrue vacation leave from their date of hire.
21 Employees may accrue vacation leave each pay period which may not be used until earned.

22 **8.4.** Employees eligible for vacation leave shall not be eligible to take or be paid for vacation
23 leave until they have successfully completed their first six (6) months of service in a paid leave
24 eligible position. This section does not apply when using accrued vacation leave for a qualifying
25 event under the Washington Family Care Act. Employees leaving employment prior to successfully
26 completing their first six (6) months of service shall forfeit and not be paid for accrued vacation
27 leave.

28 **8.5.** Employees eligible for vacation leave shall be paid for accrued vacation leave to their

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

5 **8.6.** Employees eligible for vacation leave may accrue up to sixty (60) days vacation
6 calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty-two
7 (432) hours. Employees must use vacation leave in excess of the maximum accrual amount on or
8 before the last day of the pay period that includes December 31 of each year. Failure to use vacation
9 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
10 maximum amount unless the director/designee has approved a carryover of such vacation leave
11 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
12 the Court.

13 **8.7.** In cases of separation from employment by death of an employee with accrued vacation
14 leave and who has successfully completed his/her first six (6) months of service in a paid leave
15 eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made
16 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

17 **8.8.** If a regular employee eligible for vacation leave resigns or is laid off and subsequently
18 returns to regular employment within two (2) years from such resignation or layoff, as applicable, the
19 employee's prior service shall be counted in determining the vacation leave accrual rate under
20 Sections 8.1.

21 **8.9.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the
22 manager/designee.

23 **8.10.** Employees who are in a probationary period as a result of promotion shall be entitled to
24 use vacation time accrued while they are in a probationary status in their new position subject to the
25 approval of the manager/designee.

26 **8.11.** The Court is responsible for the scheduling of vacation leave.

27 **ARTICLE 9: SICK LEAVE**

28 **9.1.** Leave eligible employees shall accrue and use sick leave benefits pursuant to the MLA

1 Article 34. Verification from a licensed health care provider may be reasonably required to
2 substantiate the health condition of the employee or family member for leave requests.

3 **ARTICLE 10: MEDICAL AND FAMILY LEAVE**

4 10.1. Family and medical leave shall be provided pursuant to MLA Article 11.1 for all
5 employees. Additionally, for employees hired before January 1, 2007, MLA Article 11.2 shall also
6 apply. No employees hired after January 1, 2007, shall be eligible to receive King County Family
7 Medical Leave benefits provided in Article 11.2, unless otherwise agreed in writing.

8 **ARTICLE 11: BEREAVEMENT LEAVE**

9 11.1. Bereavement leave shall be provided pursuant to MLA Article 8.

10 **ARTICLE 12: DONATED LEAVE**

11 12.1. Employee donation of Paid Leave shall be provided pursuant to MLA Article 6.

12 **ARTICLE 13: JURY DUTY LEAVE**

13 13.1. Employees eligible for paid leaves who are ordered on a jury shall receive pay pursuant
14 to MLA Article 5; provided, that fees for such jury duty are deposited, exclusive of mileage, with the
15 County.

16 **ARTICLE 14: VOLUNTEER SERVICE LEAVE**

17 14.1. Employees eligible for paid leaves shall be provided leave for volunteer service
18 pursuant to MLA Article 4.

19 **ARTICLE 15: ORGAN DONOR LEAVE**

20 15.1. The manager/designee shall allow employees eligible for paid leaves who are
21 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
22 bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave,
23 which shall not be charged to sick or vacation leaves.

24 **ARTICLE 16: LEAVE - EXAMINATIONS**

25 16.1. Employees eligible for paid leaves shall be entitled to necessary time off with pay for
26 the purpose of participating in County or Court qualifying or promotional examinations. This shall
27 include time required to complete any required interviews.

1 **ARTICLE 17: GRIEVANCE PROCEDURE**

2 17.1. The MLA Article 26 shall provide the terms for the grievance process.

3 **ARTICLE 18: SAVINGS CLAUSE**

4 18.1. The MLA Article 30 shall provide the terms for the savings clause.

5 **ARTICLE 19: WAIVER AND COMPLETE AGREEMENT**

6 19.1. The parties acknowledge that during the negotiations resulting in this Agreement each
7 had the unlimited right and opportunity to make demands and proposals with respect to wages and
8 wage-related matters and the agreements arrived at by the parties after exercise of that right and
9 opportunity are set forth in this Agreement. All rights and duties of both parties are specifically
10 expressed in this Agreement and such expression is included herein. This Agreement constitutes the
11 entire agreement between the parties and concludes collective bargaining for its terms, subject only to
12 a desire by both parties to mutually agree to amend or supplement this Agreement at any time, and
13 except for negotiations over a successor collective bargaining agreement.

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1 **ARTICLE 20: DURATION**

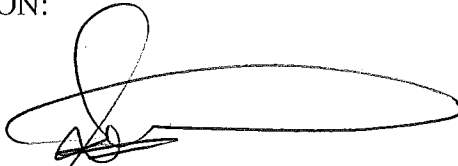
2 20.1 Agreement duration shall be pursuant to MLA Article 31.

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6 APPROVED this 15 day of MARCH, 2018.

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9
10 By: 

11 King County Executive

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14
15
16 UNION:

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18
19 Suzette Dickerson
20 Staff Representative
21 Washington State Council of County and City Employees,
22 Council 2, Local 2084-SC

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

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.