

**Memorandum of Agreement – King County Total Compensation 2019-2020  
for Appendix 60 of the Master Labor Agreement  
Washington State Council of County and City Employees, Council 2, Local 2084-SC  
Superior Court - Staff (Wages Only)  
[273]**

**Subject: Total Compensation Coalition Small Table Terms**

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and Washington State Council of County and City Employees, Council 2, Local 2084-SC Staff Unit (the Union).

**BACKGROUND**

1. The County and the Union have bargained in good faith during the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. This Agreement is intended to represent the mutually agreed upon changes to be incorporated into Appendix 60 through December 31, 2020. Appendix changes are indicated by strike through or underline.

2. This Appendix 60 Memorandum of Agreement should be understood in conjunction with existing terms in Appendix 60, the Superior Court Working Condition Contract, the Master Labor Agreement, and the Total Compensation Agreement 2019-2020.

**AGREEMENTS**

1. **Effective date:** This Agreement provides changes to the Appendix and shall be effective January 1, 2019, including changes to Addendum A (Wages) for retroactive pay purposes. The Agreement is subject to approval by King County Council.

**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~~ 12909 (PECB, 201801).

~~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.

**2.2. 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.

**2.3. 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 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 wage step increases will be given January 1 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.~~ Additional wage step increases shall be subject to the Superior Court Performance Appraisal Merit Increase Table in the Performance Appraisal Overview Instructions and Procedures, as updated or modified by the Court. If the Superior Court Performance Appraisal Merit Increase table is changed, the Court shall provide notice to the union, and bargain impacts of the decision.

### **5.3. General Wage Increases**

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

## **ARTICLE 7: HOLIDAY LEAVE**

**2.1.** MLA Article 10 shall apply, except as modified and supplemented below in this

Article.

**2.2 (A)** Full-time leave eligible employees not assigned to the Screening Unit 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 the MLA. 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.

**2.2 (B)** Part-time leave eligible employees not assigned to the Screening Unit 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.

**2.3 (A) SCREENING UNIT:** Full-time leave eligible employees assigned to the Screening Unit eligible for holiday pay, shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on the date specified in the MLA 10.1 Holiday Table rather than a designated alternative day of observance per MLA 10.2. Employees shall not receive holiday premium pay for working on an alternate day of observance. Holiday compensation for hours actually worked on a holiday listed in MLA Holiday Table shall be in addition to the eight (8) straight time hours of holiday pay. Full-time employees not scheduled to work on a holiday in the MLA Table shall receive eight (8) straight time hours of holiday pay.

**2.3 (B) SCREENING UNIT:** Part-time leave eligible employees assigned to the Screening Unit eligible for holiday pay, shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on the date specified in the MLA Holiday Table rather than a designated alternative day of observance per MLA 10.2. Employees shall not receive holiday premium pay for working on an alternate day of observance. Holiday compensation for hours actually worked on a holiday listed in MLA Holiday Table shall be in addition to the prorated

straight time hours of holiday pay. Part-time employees not scheduled to work on a holiday in the MLA Table shall receive prorated straight time holiday pay based on their regularly scheduled work hours.

## **ARTICLE 8: VACATION LEAVE**

5.1. Leave eligible employees shall accrue vacation leave according to MLA Article 9 and 35, and as modified and supplemented below. Administration of vacation leave shall be pursuant to the Court (see Article 6 of the Superior Court Working Condition contract).

5.2. Leave eligible employees shall not 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, unless Section 5.3 applies. 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.

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

5.4. 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.

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

5.6. **Vacation Scheduling.** See Superior Court Working Condition contract, Article 6.

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

~~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. Leave eligible employees shall accrue and use sick leave benefits pursuant to MLA Article 34. Administration of sick leave shall be pursuant to the Court (see Article 6 of the Superior Court Working Condition contract).

~~9.1. Leave eligible employees shall accrue and use sick leave benefits pursuant to the MLA Article 34. 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.~~

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

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

10.2. Employees hired before January 1, 2007, shall have a one-time opt-out option of MLA Article 11.2 (King County Family Medical Leave) by providing written notice to Superior Court Human Resources. Employees that decide to opt-out of MLA Article 11.2, shall receive family and medical leave benefits provided by Superior Court Administrative Guidelines, including Parental Leave benefits in Section 8.05 (h). Employees that exercise this option may not revert back to receiving King County Family Medical Leave benefits.

#### **ARTICLE 17: PARENTAL LEAVE**

17.1. In conjunction with MLA Article 7, regular employees that do not receive King County Family Medical Leave shall receive additional, concurrent parental leave benefits pursuant to Superior Court Administrative Guidelines Section 8.05 (h).

#### **ARTICLE 18: MANAGEMENT LEAVE**

18.1. FLSA-exempt leave eligible employees are eligible to receive management leave pursuant to the King County Superior Court Administrative Guidelines for Personnel, Section

8.03.

**ARTICLE 19: MERIT LEAVE**

19.1. Leave eligible employees assigned to work forty (40) hour workweek schedules for a total of eighty (80) hours per biweekly pay period shall also be eligible for Merit Leave per the Superior Court Performance Appraisal Overview Instructions and Procedures. Leave eligible employees not assigned to forty (40) hour workweeks for a total of eighty (80) hours per biweekly pay period are ineligible for Merit Leave.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Pay Range*</b>
4200400	421107	Administrative Office Assistant	29
4201100	421211	Administrative Specialist I	33
4201200	421315	Administrative Specialist II	37
4201300	421407	Administrative Specialist III	41
0007836	613104	Case Setting Coordinator	42
0007557	612101	Court Program <u>Technician</u> Specialist II	40 <u>48</u>
5246100	524802	Education Employment Specialist	50 <u>52</u>
0007895	007895	Finance Technician - KCSC	44 <u>47</u>
4101200	411209	Fiscal Specialist II	38
4101400	411406	Fiscal Specialist IV	47
6213100	622302	Juvenile Probation Counselor	54 <u>56</u>
6213300	621301	Juvenile Probation Counselor - Lead	57 <u>59</u>
5247200	528101	Juvenile Program Services Coordinator	55
5210300	526701	Juvenile Services Technician	50
2441200	243209	Project/Program Manager II	57 <u>58</u>
2441300	243310	Project/Program Manager III (exempt)	60 <u>63</u>
6112100	611201	WACIC Data Coordinator	40 <u>43</u>
3116100	TBD	<u>Social Worker</u>	52
3116200	TBD	<u>Social Worker – Senior (exempt)</u>	57

\*All FLSA non-exempt classification pay rates shall be pursuant to the ranges stated above on the King County Standardized Hourly Salary Schedule, Line 40 Hours Per Week. All FLSA

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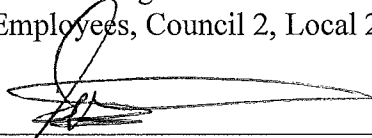
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exempt classification pay rates shall be pursuant to the ranges stated above on the King County Standardized Annual/FLSA Exempt Salary Schedule.


**Classification Study Reopener.** The County will pursue a classification survey of social worker related classifications to be completed in 2019. The Social Worker and Social Worker – Senior classifications will be included in the survey. Upon completion of the survey, the County will provide notice and an opportunity to bargain. Any agreed upon classification wage adjustments through the bargaining process specific to the Social Worker or Social Worker – Senior classifications in this bargaining unit shall be effective January 1, 2019, for retroactive pay purposes, unless Superior Court grants an earlier effective date consistent with the Court’s Administrative Guidelines per a pending reclassification appeal.

**Work Hour Change Incentive.** For employees in the bargaining unit not already on a 40 Hour Schedule, the County will provide a one-time incentive payment of \$2,000 if the employee submits an email request to transition to a 40 Hour Schedule prior to December 31, 2020, and the request is approved by the Court. Employee requests submitted after December 31, 2020, may be approved, but are ineligible for the \$2,000 incentive. All requests shall be approved or denied based on a specific operational reason at the Courts discretion, including the effective date the work hour change is implemented. If the Court is unable to grant a work hour change request, a written response describing the operational issues shall be provided to the employee upon request. The \$2,000 incentive payment shall occur subsequent to the work hour change approval date, and may occur prior to the actual implementation date of the employee’s new 40 Hour Schedule. The incentive payment shall not be paid if the Court denies a request, and no employee may receive more than one incentive payment. Any incentive payments shall occur subsequent to full ratification of this Agreement.

For Washington State Council of County and City  
Employees, Council 2, Local 2084-SC:

  
Suzette Dickerson, Staff Representative

For King County:

  
Andre Chevalier, Labor Relations Negotiator