

**Master Labor Agreement (MLA) - Appendix 61
 Agreement Between King County
 And
 Washington State Council of County and City Employees, Council 2, Local 2084SC-S
 Superior Court - Supervisors (Wages Only)
 [274]**

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AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC-S (Superior Court Supervisors)

PREAMBLE

These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees (Union) representing Local 2084SC-S (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. If the parties discover a clerical oversight or a misunderstanding arises due to the Master Labor Agreement (MLA), the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

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 those employees, excluding confidential and non-supervisory employees, in the classifications and work units listed under the attached wage addendum. The bargaining unit description can be found under Public Employment Relations Commission Decision 7397-A (PECB, 2001).

1 **2.2. Union Membership** - It shall be a condition of employment that all employees covered
2 by this Agreement who are members of the Union in good standing on the effective date of this
3 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition
4 of employment that all employees covered by this Agreement and hired or assigned into the
5 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such
6 employment, become and remain members in good standing in the Union or pay an agency fee.

7 **2.3. Exemption** - Nothing contained in Section 2.2 shall require an employee to join the
8 Union who objects to membership in the Union on the grounds of a bona fide religious objection, in
9 which case the employee shall pay an amount of money equivalent to the regular union dues and
10 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by
11 the employee affected and the bargaining representative to which the employee would otherwise pay
12 the dues and initiation fee. The employee shall furnish written proof that such payments have been
13 made.

14 **2.4. Dues Deduction** - Upon receipt of written authorization individually signed by an
15 employee, the County shall have deducted from the pay of such employee the amount of dues as
16 certified by the Union and shall transmit the same to its business manager.

17 **2.5. Indemnification** - The Union will indemnify, defend and hold the County harmless
18 against any claims made and against any suit instituted against the County on account of action taken
19 or not taken by the County relative to any check-off of dues for the Union. The Union agrees to
20 refund to the County any amounts paid to it in error on account of the check-off provision upon
21 presentation or proper evidence thereof.

22 **ARTICLE 3: RIGHTS OF MANAGEMENT**

23 **3.1. Rights of the Court** - The management of the Court and the direction of the work force
24 is vested exclusively in the Court.

25 **3.2. Rights of the County** - The County has the right to determine and establish wages and
26 wage-related matters, such as wage rates for classifications and employees, the kinds and levels of
27 paid leaves and insured benefits, and how and when employees are compensated. All of the rights,
28 functions, powers and authority of the County not specifically abridged, delegated or modified by the

1 Agreement are recognized by the Union as being retained by the County.

2 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

3 The County or the Union shall not unlawfully discriminate against any employee with respect
4 to compensation, terms, conditions, or privileges of employment as contained in this Agreement
5 because of race, color, creed, religion, sexual orientation, marital status, national origin, age, sex, or
6 any sensory, mental or physical disability.

7 **ARTICLE 5: WAGES**

8 **5.1. Pay Ranges** - Salary and wage rates for each classification are set forth in the Wage
9 Addendum A.

10 **5.2. Step Increases**

11 A. Upon successful completion of a six (6) month probationary period, regular
12 employees working a full-time schedule shall advance to the next step in his/her classification wage
13 range. If the probationary period is for one (1) year, the employee shall be advanced to the next step
14 upon satisfactory completion of the first six (6) months of employment. Regular employees working
15 a part-time schedule will receive step advances based on a pro-ration of the full-time schedule.

16 B. Annual step increases will be given after the first increase described in Section
17 5.2.A, if the employee's work performance and work habits are satisfactory; and until such time that
18 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the
19 discretion of the manager/designee.

20 **5.3. General Wage Increases**

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

23 **5.4. Overtime** - Employees who are eligible for overtime, Screening Supervisor and
24 Administrative Specialist IV, shall be paid at an overtime rate of time and one-half (1-1/2) their
25 regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40) hour
26 threshold for determining overtime eligibility is based on the accumulation of paid compensated
27 hours during the workweek.

28 **5.4.1. Overtime Screeners** - Screening Supervisors work eight (8) hours straight with

1 a paid cumulative 30 minute meal break and will receive overtime after working eight (8) hours in a
2 day and for all hours worked in excess of forty (40) hours per week. The forty (40) hours threshold
3 for determining overtime eligibility is based on the accumulation of paid compensated hours during
4 the workweek.

5 **5.4.2. Overtime for Temporary Employees** - Temporary employees who are
6 eligible for overtime shall be compensated at one and one-half times (1-1/2) the regular hourly rate of
7 pay for all hours worked in excess of forty (40) hours in a work-week. The forty (40) hour threshold
8 for determining overtime eligibility is based on the accumulation of regular hours paid. Temporary
9 employees are not eligible for compensatory time. The workweek is defined as Saturday through
10 Friday.

11 **5.5. Compensatory Time** - A regular employee who is eligible for overtime may request and
12 with the approval of the manager/designee may receive time off in lieu of overtime pay.

13 **5.6. Call-out** - The parties agree the MLA Article 33 shall provide the terms for call-out pay.

14 **5.7. Mandatory Meetings/Training** - Employees who are eligible for overtime and who are
15 required by the County or the Court to attend meetings/training during their time off from work will
16 receive at least two hours of pay at the overtime rate. Should the meetings/training extend beyond
17 two (2) hours, employees will receive pay for the actual time attending the meetings/training paid at
18 the overtime rate.

19 **5.8. Work Out-of-Classification** - The parties agree the terms set forth in the MLA in
20 Article 15 and Article 37 provide the agreed upon terms for out of classification assignments.

21 **5.9. Mileage** - The parties agree the mileage reimbursement will be set forth in the MLA in
22 Article 24.

23 **5.10. Personal Property** - Employees whose personal property is damaged during the
24 performance of their duties shall have same repaired or replaced at County expense; provided, that
25 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
26 necessary to process claims covered under this Section will be initiated by the Court with due speed
27 upon receipt of the claim from the employee.

28 **5.11. Management Leave** - Employees in the classifications listed under the wage addendum

1 are employed in a bona fide executive, administrative or professional capacity and are in turn exempt
2 from the overtime payments under the federal Fair Labor Standards Act (FLSA). The employees in
3 those classifications, except those employees in the classifications of Screening Supervisor and
4 Administrative Specialist IV who are eligible for overtime under this Agreement, shall be covered
5 under the Court's Administrative Guidelines for FLSA Exempt Employees and are expected to work
6 the hours necessary to satisfactorily perform their jobs.

7 A. Regular employees, except those in the classifications of Screening Supervisor and
8 Administrative Specialist IV, shall be eligible for management leave. Management leave shall be
9 granted in addition to earned annual leave for those regular employees who are not eligible for
10 overtime. The granting of up to ten (10) days of leave shall be based on the regular employee's
11 overall rating on their annual performance appraisal.

- 12 1. Outstanding - 10 days;
- 13 2. Exceeds Expectations - 7 days;
- 14 3. Fully Successful - 5 days;
- 15 4. Needs Improvement - 0 days;
- 16 5. Unacceptable - 0 days.

17 B. Management leave shall be effective at the beginning of the calendar year
18 following the performance appraisal and must be used in the calendar year for which it is given.
19 Management Leave cannot be carried over to another year or cashed out.

20 **5.12. New Classifications** - The County and Union will review and attempt to reach a mutual
21 agreement in determination of the salary range for any newly created classifications in the bargaining
22 unit.

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

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

25 **ARTICLE 7: HOLIDAYS**

26 The parties agree paid holiday leave shall be pursuant to MLA Article 10, except as provided 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 Article 9, except as
15 provided below.

16 **8.2. Part-time Schedule** - 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 Sections 8.1.
18 depending on the date of hire; provided, however, such accrual rates shall be prorated to reflect
19 his/her normally scheduled 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 does not apply when using accrued vacation leave for a qualifying event under
25 the Washington Family Care Act. Employees leaving employment prior to successfully completing
26 their first six (6) months of service shall forfeit and not be paid for accrued vacation leave.

27 **8.5.** Employees eligible for vacation leave shall be paid for accrued vacation leave to their
28 date of separation up to the maximum accrual amount if they have successfully completed their first

1 six (6) months of service in a paid leave eligible position. Payment shall be the accrued vacation
2 leave multiplied by the employee's rate of pay in effect upon the date of leaving employment less
3 mandatory withholdings.

4 **8.6.** Employees eligible for vacation leave hired on or before 12/31/17 may accrue up to sixty
5 (60) days vacation calculated/adjusted to reflect the normal biweekly schedule not to exceed four
6 hundred thirty-two (432) hours. All Employees hired after 12/31/17 shall have their accrued vacation
7 leave balance capped at three hundred twenty (320) hours. Employees must use vacation leave in
8 excess of the maximum accrual amount on or before the last day of the pay period that includes
9 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
10 result in forfeiture of the vacation leave beyond the maximum amount unless the director/designee
11 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or
12 other reasons as may be in the best interests of 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. as applicable.

21 **8.9.** Employees eligible for overtime may use vacation leave in quarter (1/4) hour increments
22 at the discretion of the manager/director.

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

26 **8.11.** The Court is responsible for the proper administration of the vacation leave benefit.

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.

5 **ARTICLE 11: BEREAVEMENT LEAVE**

6 11.1. Bereavement leave shall be provided pursuant to MLA Article 8.

7 **ARTICLE 12: DONATED LEAVE**

8 12.1. Donation of Paid Leave – The terms of donated leave shall be provided pursuant to
9 MLA Article 6, except the maximum allowable amount of donated sick leave shall be 35 of accrued
10 sick leave hours in a calendar year instead of the 25 hour maximum in MLA Article 6.

11 **ARTICLE 13: JURY DUTY LEAVE**

12 13.1. Employees eligible for paid leaves who are ordered on a jury shall receive pay pursuant
13 to MLA Article 5; provided, that fees for such jury duty are deposited, exclusive of mileage, with the
14 County.

15 **ARTICLE 14: VOLUNTEER SERVICE LEAVE**

16 14.1. Employees eligible for paid leaves shall be provided leave for volunteer service
17 pursuant to MLA Article 4.

18 **ARTICLE 15: ORGAN DONOR LEAVE**

19 15.1. The manager/designee shall allow employees eligible for paid leaves who are
20 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
21 bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave,
22 which shall not be charged to sick or vacation leaves.

23 **ARTICLE 16: EXAMINATION LEAVE**

24 16.1. Employees eligible for paid leaves shall be entitled to necessary time off with pay for
25 the purpose of participating in County or Court qualifying or promotional examinations. This shall
26 include time required to complete any required interviews.

27 **ARTICLE 17: GRIEVANCE PROCEDURE**

28 17.1. The MLA Article 26 shall provide the terms for the grievance process.

1 **ARTICLE 18: SAVINGS CLAUSE**

2 18.1. The MLA Article 30 shall provide the terms for the savings clause.

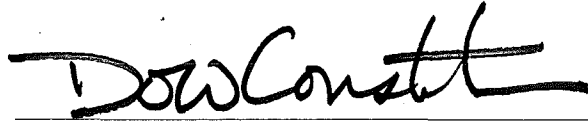
3 **ARTICLE 19: WAIVER AND COMPLETE AGREEMENT**

4 19.1. The parties acknowledge that during the negotiations resulting in this Agreement each
5 had the unlimited right and opportunity to make demands and proposals with respect to wages and
6 wage-related matters and the agreements arrived at by the parties after exercise of that right and
7 opportunity are set forth in this Agreement. All rights and duties of both parties are specifically
8 expressed in this Agreement and such expression is included herein. This Agreement constitutes the
9 entire agreement between the parties and concludes collective bargaining for its terms, subject only to
10 a desire by both parties to mutually agree to amend or supplement this Agreement at any time, and
11 except for negotiations over a successor collective bargaining agreement.

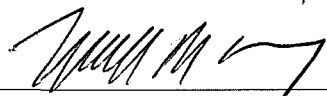
1 **ARTICLE 20: DURATION**

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

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5 APPROVED this 15 day of MARCH, 2018.

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8 By: 
9 King County Executive

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14 Union:

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16 Michael Rainey, Staff Representative
17 Washington State Council of County and City
18 Employees, Council 2, Local 2084SC-S
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cba Code: 274

Wage Addendum
Washington State Council of County and City Employees
Council 2, Local 2084SC-S
Superior Court - Supervisors

Union Code: N4

Job Class Code	PeopleSoft Job Code	Classification Title	Range *
4201400	421506	Administrative Specialist IV	45 **
2131200	214211	Business and Finance Officer II	58
6213200	622401	Juvenile Probation Counselor Supervisor	60
6213500	622601	Juvenile Probation Counselor Supervisor - Screening Supervisor	60 **
5247100	524902	Juvenile Program Services Supervisor	60
5242100	524402	Youth Program Coordinator	58

* Employee's 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.

** Overtime eligible under the contract.