

Master Labor Agreement (MLA) - Appendix 59
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)
[458]

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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. The parties agree to meet and discuss and disagreements or disputes concerning the Master Labor Agreement and this Appendix 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 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

1 under Public Employment Relations Commission Decision 11256 (PECB, 2011).

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

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

13 The employee shall furnish written proof that such payments have been 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 business manager of WSCCCE and shall transmit the same to its treasurer.

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 any check-
19 off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error
20 on account of the check-off provisions upon presentation of proper evidence thereof.

21 **ARTICLE 3: RIGHTS OF MANAGEMENT**

22 **3.1. Rights of the Court** - The management of the Court and the direction of the work force
23 is vested exclusively in the Court.

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

1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

2 **4.1. EEO** - The County or the Union shall not discriminate against any individual with
3 respect to compensation, terms, conditions, or privileges of employment because of legally protected
4 union activity, race, color, religion, national origin, age, ancestry, marital status, sexual orientation,
5 sensory, mental or physical disability or sex.

6 **4.2. Complaint** - Allegations of unlawful discrimination shall not be a proper subject for the
7 grievance procedure herein, but may instead be filed by an employee with the appropriate human
8 rights agency.

9 **ARTICLE 5: WAGES**

10 **5.1. Pay Ranges** - Wage rates for each classification are set forth in Addendum A.

11 **5.2. Step Increases**

12 A. Upon successful completion of a probationary period, a regular employee shall
13 advance to the next step in his/her classification wage range.

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

17 **5.3. General Wage Increases**

18 The MLA and Total Compensation Agreement(s) provide the agreed upon General Wage
19 Increases (i.e. COLA) for the duration of this Agreement.

20 **5.4. Work Out-of-Classification** - The terms set forth in the MLA in Article 15 and

21 Article 37 provide the agreed upon terms for out-of-classification assignments.

22 **5.5. Mileage** - Employees mileage reimbursement will be set forth in the MLA in Article 24.

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 **7.1.** Employee paid holiday leave shall be pursuant to MLA Article 10.

27 **ARTICLE 8: VACATION LEAVE**

28 **8.1. Vacation Schedule for Employees - Vacation Schedule for Employees** - Regular,

1 term-limited temporary and probationary employees who work a full-time schedule shall accrue
2 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

11
12 **8.2. Part-time Employees** - Part-time employees will earn vacation leave at a rate
13 proportionate to their position's standard part-time hours. Temporary employees (except Term-
14 Limited Temporary Employees) do not earn annual leave.

15 **8.3. Employees** will accrue vacation leave each pay period. Employees will be eligible to
16 use the leave time following the completion of probation.

17 **8.4. Upon** separation, employees eligible for vacation leave will be paid for accrued annual
18 leave not to exceed 60 days (420 hours).

19 **8.5. Vacation Accrual** - Employees eligible for vacation leave hired on or before 12/31/17
20 may accrue vacation leave up to a maximum of 60 days (not to exceed 420 hours). All employees
21 hired after 12/31/17 shall have their accrued vacation leave balance capped at three hundred twenty
22 (320) hours. Employees must use vacation leave in excess of the maximum accrual amount on or
23 before the last day of the pay period that includes December 31 of each year. Failure to use vacation
24 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
25 maximum amount unless the director/designee has approved a carryover of such vacation leave
26 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
27 the Court.

28 Vacation leave balances in excess of the cap that have been carried over, but not taken in the

1 following year, will be forfeited. These leave accruals will be pro-rated for eligible part-time
2 employees.

3 **8.6.** The supervising authority must approve all use of vacation leave. Employees requesting
4 vacation leave are required to submit, in advance, a King County Superior Court Leave Request Form
5 to their supervisors for approval.

6 **8.7.** Vacation leave credits will not be earned during leaves of absence without pay.

7 **8.8.** Employees who are laid off or resign from Superior Court employment in good standing
8 and return to Superior Court employment within two years will have their prior service counted
9 toward future vacation leave accrual.

10 **ARTICLE 9: SICK LEAVE**

11 **9.1.** Leave eligible employees shall accrue and use sick leave benefits pursuant to the MLA
12 Article 34. Verification from a licensed health care provider may be reasonably required to
13 substantiate the health condition of the employee or family member for leave requests.

14 **9.2. Sick Leave Conversion Program** - All regular full-time and part-time employees who
15 have worked at least one year for Superior Court are eligible to convert up to 14 hours of accrued sick
16 leave to 14 hours of vacation. This option is available in two six-month increments. The following
17 criteria apply:

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

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

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

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

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

27 **10.1.** Family and medical leave shall be provided pursuant to MLA Article 11.1 only, unless
28 otherwise agreed to in writing.

1 **ARTICLE 11: BEREAVEMENT LEAVE**

2 11.1. Bereavement leave shall be provided pursuant to MLA Article 8.

3 **ARTICLE 12: DONATED LEAVE**

4 12.1. Donation of Paid Leave – The terms of donated leave shall be provided pursuant to
5 MLA Article 6.

6 **ARTICLE 13: JURY DUTY LEAVE**

7 13.1. Employees eligible for paid leaves who are ordered on a jury shall receive pay pursuant
8 to MLA Article 5; provided, that fees for such jury duty are deposited, exclusive of mileage, with the
9 County.

10 **ARTICLE 14: VOLUNTEER SERVICE LEAVE**

11 14.1. Employees eligible for paid leaves shall be provided leave for volunteer service
12 pursuant to MLA Article 4.

13 **ARTICLE 15: ORGAN DONOR LEAVE**

14 15.1. The manager/designee shall allow employees eligible for paid leaves who are
15 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
16 bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave,
17 which shall not be charged to sick or vacation leaves.

18 **ARTICLE 16: PARENTAL LEAVE**

19 16.1. Employees eligible for paid leaves shall be provided parental leave pursuant to MLA
20 Article 7.

21 **ARTICLE 17: MILITARY LEAVE**

22 17.1. **Military Leave** - An employee will be granted, for a period not exceeding twenty-one
23 (21) workdays days during each calendar year, leave of absence with pay for the purpose of taking
24 part in active military training duty as provided by State law (RCW 38.40.060). The employee must
25 submit a written request for military leave to the Chief Administrative Officer and must attach a
26 validated copy of the leave order.

27 During a military conflict, an employee who is the spouse of a member of the military as
28 provided by State law (RCW 49.77.030) is entitled to a total of fifteen (15) days of unpaid leave per

1 deployment. This leave may be taken while a spouse is on leave from deployment, or when ordered
2 to active duty and before deployment.

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

6 **ARTICLE 18: MANAGEMENT LEAVE**

7 **18.1. Management Leave** - FLSA Employees covered by this bargaining unit are employed
8 in a bona fide executive, administrative or professional capacity and are in turn exempt from
9 overtime payments under the Federal Fair Labor Standards Act. As such, bargaining unit employees
10 are expected to work the hours necessary to satisfactorily perform their jobs. Bargaining unit
11 employees are eligible for management leave pursuant to the King County Superior Court
12 Administrative Guidelines for Personnel, Section 8.03.

13 **ARTICLE 19: GRIEVANCE PROCEDURE**

14 **19.1.** The MLA Article 26 shall provide the terms for the grievance process.

15 **ARTICLE 20: SAVINGS CLAUSE**

16 **20.1.** MLA Article 30 shall provide the terms for the savings clause.

17 **ARTICLE 21: WAIVER AND COMPLETE AGREEMENT**

18 **21.1.** The parties acknowledge that during the negotiations resulting in this Agreement each
19 had the unlimited right and opportunity to make demands and proposals with respect to wages and
20 wage-related matters and the agreements arrived at by the parties after exercise of that right and
21 opportunity are set forth in this Agreement. All rights and duties of both parties are specifically
22 expressed in this Agreement and such expression is included herein. This Agreement constitutes the
23 entire agreement between the parties and concludes collective bargaining for its terms, subject only to
24 a desire by both parties to mutually agree to amend or supplement this Agreement at any time, and
25 except for negotiations over a successor collective bargaining agreement.

1 **ARTICLE 22: DURATION**

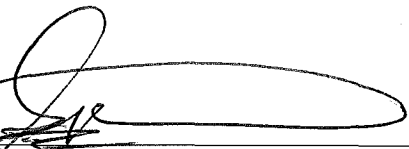
2 22.1. Agreement duration shall be pursuant to MLA Article 31.

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5 APPROVED this 15 day of MARCH, 2018.

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9 By: 

10 King County Executive

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13 SIGNATORY ORGANIZATION:

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16 Suzette Dickerson
17 Staff Representative
18 Washington State Council of County and City
19 Employees, Council 2, Local 2084-SC
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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, 2018 through December 31, 2020

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, 2017 through December 31, 2020. See Memorandum of Agreement titled Compensation Agreement (458U0117) for additional detail. The General Wage Increases 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	53*
6120000	662101	Staff Guardian Ad Litem (GAL) Specialist	53*
6240100	664101	CASA Attorney	61*
6240200	664201	Program Attorney/Attorney Guardian Ad Litem	61*

* 35 hours per week

**Memorandum of Agreement
By and 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)**

Subject: Compensation Agreement

Introduction:

A. In 2007, the King County Superior Court (the Court) conducted a compensation and classification study of the non-represented classifications in the Court. At the time of the survey, the classifications in the Court Appointed Special Advocates (CASA) work unit in the Court's Family Court Operations Division were included. The Court did not implement the results of the study.

B. On December 22, 2011, the Public Employment Relations Commission certified the Washington State Council of County and City Employees (the Union) as the exclusive representative of the CASA Specialists and CASA Attorneys. The newly certified bargaining unit was titled Local 2084-SC CASA. Subsequent to the certification of the bargaining unit, the Court reclassified some existing positions in the bargaining unit, and added the newly developed classifications of Staff Guardian Ad Litem (GAL) Specialist and CASA Attorney/Attorney Guardian Ad Litem (A/A-GAL) to the bargaining unit.

C. In 2015, the Court updated the 2007 classification and compensation study for non-represented classifications; it subsequently implemented the results of that update in 2016. The CASA unit was excluded from the study and its implementation, as were all other represented units.

D. In 2016, the Union demanded to bargain the salary ranges for the classifications in the CASA unit, arguing internal alignment and equity. The Court's non-represented social worker and attorney classifications in the Family Court Operations Division received wage range increases in 2016.

Agreements:

1. Effective January 1, 2017, the salary ranges for the classifications of CASA Specialist, GAL Specialist, CASA Attorney, and CASA Attorneys, A/A-GAL will be increased by three ranges. The Specialist classifications will be increased from range 50 to range 53, and the Attorney classifications will be increased from range 58 to range 61. The salary ranges are on the King County Standardized Annual Salary Schedule.

2. The step placement on the salary table for CASA-represented specialists and attorneys will be processed in the same manner as the non-represented employees were processed, as if the salary range increases were made on January 1, 2016, and including the application of merit scores. Attached hereto is a document that reflects the initial step placement and merit-based step increase for each position in the bargaining unit (Attachment A).

3. All current and former bargaining unit members who were employed on January 1, 2017, who have since either retired or moved to different positions in the County but no longer remain in the bargaining unit, shall receive lump sum retroactive pay for the time during which they were employed in their bargaining unit positions in 2017, prior to their new salaries being incorporated into their regular paychecks. The time frame for payment of the lump sum is set forth below in Section 8.

4. Each employee in the bargaining unit who is employed on the date the unit ratifies this agreement will be granted two days (14 hours) of vacation leave, pro-rated for part-time employees based on their respective regularly scheduled workweeks, with such time to be cashed out on the date the retroactive wages are paid out, pursuant to Section 8 below. The rate of pay for the paid leave will be based on the salary in effect following application of Sections 1 and 2 above.

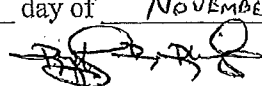
5. Effective January 1, 2017, the Court agrees to pay the annual Bar Dues for employees in all Attorney positions.

6. The County agrees to reopen this agreement if the salary ranges for the non-represented classifications referenced in D above are increased during the term of this Agreement.

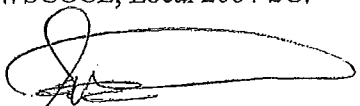
7. The terms of this agreement will be added to the successor of the current collective bargaining agreement, which current agreement expires on December 31, 2017.

8. The salary range increases and step placements will be implemented as soon as practicable after the Ordinance for this Memorandum of Agreement becomes law.

APPROVED this 1st day of NOVEMBER, 2017.

By: 
DWIGHT R. RIVLEY FOR
King County Executive

For WSCCCE, Local 2084-SC:


Suzette Dickerson
Staff Representative

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)

458U0117

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ATTACHMENT A

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))

2016 EMPLOYEE	2016 JOB TITLES	FTE	2015	2015 Step	2016 RANGE	2016 STEP	2016 STEP Post Merit	2016 HOURLY RATE	2016 Annual	2017 RANGE	Step as of 1/1/17	Merit Increase Step 2017	Rate as of 1/1/17	2017 Annual
	CASA SPECIALIST	1.00	50	1	53	1	1	34.0813	\$ 63,026.74	53	2	4	38.3487	\$ 69,794.63
	CASA ATTORNEY	1.00	58	10+ MOT	61	8	10	52.5222	\$ 95,590.40	61	10	10+ MOT	55.0466	\$100,184.81
	PROGRAM ATTORNEY - GAL	1.00	58	8	61	5	8	50.1322	\$ 91,240.60	61	8	10	53.7040	\$ 97,741.28
	STAFF GUARDIAN GAL SPECIALIST	1.00	50	3	53	1	2	35.7404	\$ 65,047.53	53	2	5	39.2855	\$ 71,499.61
	STAFF GUARDIAN GAL SPECIALIST	1.00	50	10	53	7	8	41.3055	\$ 75,176.01	53	8	9	43.2687	\$ 78,749.03
	CASA SPECIALIST	1.00	50	7	53	4	6	39.3591	\$ 71,633.56	53	6	7	41.2275	\$ 75,034.05
	CASA SPECIALIST	1.00	50	10	53	7	8	41.3055	\$ 75,176.01	53	8	9	43.2687	\$ 78,749.03
	CASA ATTORNEY	1.00	58	10	61	7	8	50.1322	\$ 91,240.60	61	8	9	52.5091	\$ 95,566.56
	CASA SPECIALIST	1.00	50	10	53	7	8	41.3055	\$ 75,176.01	53	8	9	43.2687	\$ 78,749.03
	CASA ATTORNEY	1.00	58	10	61	7	9	51.3537	\$ 93,463.73	61	9	10	53.7040	\$ 97,741.28
	CASA ATTORNEY	1.00	58	10+ MOT	61	8	10	52.5222	\$ 95,590.40	61	10	10+ MOT	55.0466	\$100,184.81
	CASA SPECIALIST	1.00	50	n/a	53	7	8	41.3055	\$ 75,176.01	53	8	10	44.3279	\$ 80,676.78
	CASA SPECIALIST	1.00	50	3	53	1	1	34.0813	\$ 62,027.97	53	1	3	38.3487	\$ 69,794.63
	CASA SPECIALIST	1.00	50	10+ MOT	53	8	10	43.3524	\$ 78,901.37	53	10	10+ MOT	45.4361	\$ 82,693.70
	CASA ATTORNEY - SC	1.00								61	1	1	42.2594	\$ 76,912.11
	STAFF GUARDIAN GAL SPECIALIST	1.00								53	1	1	34.8481	\$ 63,423.54

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