



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 5, 2009

Ordinance 16497

Proposed No. 2009-0278.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Public Safety Employees Union (Superior
4 Court Clerks) representing employees in the department of
5 judicial administration; and establishing the effective date
6 of said agreement.

7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated between King
10 County and Public Safety Employees Union (Superior Court Clerks) representing
11 employees in the department of judicial administration and attached hereto is hereby
12 approved and adopted by this reference made a part hereof.

13

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2009, through and including December 31, 2011.

16

Ordinance 16497 was introduced on 4/20/2009 and passed by the Metropolitan King
County Council on 5/4/2009, by the following vote:

Yes: 8 - Mr. Constantine, Mr. Ferguson, Ms. Lambert, Mr. von Reichbauer,
Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn

No: 0


Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 8th day of May, 2009.



Ron Sims, County Executive

Attachments A. Agreement Between King County Department of Judicial Administration and
Public Safety Employees Union Regarding Superior Court Clerks

KING COUNTY COUNCIL
CLERK

2:00 PM - 8 PM 3:58

RECEIVED

1 AGREEMENT BETWEEN
2 KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
3 AND
4 PUBLIC SAFETY EMPLOYEES UNION
5 REGARDING SUPERIOR COURT CLERKS
6

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

2 **Section 2.1.** The County recognizes the Union as representing its members in job
3 classification 6210100 Court Clerk I and job classification 6210200 Court Clerk II.

4 **Section 2.2.** It shall be a condition of employment that all regular full time and regular part
5 time, and term-limited temporary employees covered by this Agreement who are members of the
6 Union in good standing on the effective date of this Agreement shall remain members in good
7 standing or pay an agency fee to the Union for their representation to the extent permitted by law.
8 Those who are not members on the effective date of this Agreement shall become and remain
9 members in good standing or pay an agency fee to the Union for their representation to the extent
10 permitted by law. It shall also be a condition of employment that all employees covered by this
11 Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the
12 thirtieth (30th) day following the beginning of such employment, become and remain members in
13 good standing in the Union or pay an agency fee to the Union for their representation to the extent
14 permitted by law.

15 Provided, however, that nothing contained in this section shall require an employee to join the
16 Union whose religious beliefs prohibit the payment of dues or initiation fees to Union organizations,
17 in which case the employee shall pay an amount of money equivalent to regular union dues and
18 initiation fee to a non-religious charitable organization mutually agreed upon by the employee
19 affected and the bargaining representative to which such employee would otherwise pay the dues and
20 initiation fee. The employee shall furnish written proof that such payment has been made. If the
21 employee and the Union cannot agree on the non-religious charity, the Public Employment Relations
22 Commission shall designate the charitable organization. All initiation fees and dues paid either to the
23 Union or charity shall be for non-political purposes.

24 **Section 2.3. Dues Deduction.** Upon receipt of written authorization individually signed by a
25 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
26 of dues as certified by the secretary-treasurer of the Union and transmit the same to the secretary-
27 treasurer of the Union.

28 The Union will indemnify, defend and hold the County harmless against any claims made and

1 against any suit instituted against the County on account of any check-off of dues for the Union. The
2 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
3 provision upon presentation of proper evidence thereof.

4 **Section 2.4.** Failure by employees to abide by the above provisions shall constitute cause for
5 discharge of such employees; provided that when an employee fails to fulfill the above obligations the
6 Union shall provide the employee and the County with thirty (30) days notification of the Union's
7 intent to initiate discharge action and during this period the employee may make restitution in the
8 amount which is overdue.

9 **Section 2.5.** The County will require all new employees hired into a position included in the
10 bargaining unit to sign a form (in triplicate) which will inform them of the Union's exclusive
11 recognition. (One copy of the form will be retained by the County, one by the employee and the
12 original sent to the Union.) The County will notify the Union of any employee leaving the bargaining
13 unit because of termination, layoff, leave of absence or dismissal.

14 **Section 2.6.** The County will transmit to the Union twice a year, upon request, a current
15 listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job
16 classification and department or unit.

17 **Section 2.7.** The County will notify the Union of the names of new hires covered by this
18 Agreement prior to the start date of those new hires.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force is vested exclusively in the
3 County subject to the terms of this Agreement. All matters not specifically and expressly covered or
4 treated by the language of this Agreement may be administered for its duration by the County in
5 accordance with such policy or procedures as the County from time to time may determine.

6 **Section 3.1.** It is recognized that the Employer retains the right, except as otherwise provided
7 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
8 the Employer include, but are not limited to:

9 A. Recruit, examine, select, promote, transfer and train Employees of its choosing,
10 and to determine the times and methods and means of such actions;

11 B. Assign and direct the work; assign or not assign overtime, develop and modify
12 class specifications, and allocate positions to those classifications; determine the methods, materials
13 and tools to accomplish the work; designate duty stations and assign Employees to those duty
14 stations;

15 C. Reduce the work force due to lack of work, funding or other cause consistent with
16 efficient management and procedures, discipline, suspend, demote, or dismiss non-probationary
17 Employees for just cause and discharge probationary or term-limited temporary Employees at will;

18 D. Establish reasonable work rules; assign the hours of work and assign Employees to
19 shifts and days off;

20 E. The right to define and implement a new payroll system, including but not limited
21 to a biweekly payroll system, is vested exclusively in King County. Implementation of such system
22 may include a conversion of wages and leave benefits into hourly amounts and the parties recognize
23 King County's exclusive right to make the changes necessary to implement such payroll system;

24 F. All matters not covered in this Agreement shall be administered by the Employer
25 consistent with the King County Personnel Guidelines. Any dispute arising from the application of
26 the King County Personnel Guidelines shall be handled through the processes outlined in the King
27 County Personnel Guidelines. An Employee choosing to pursue an appeal through King County
28 Personnel Guidelines is precluded from pursuing the same matter through the grievance procedures

1 outlined in this Agreement.

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1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2 The parties acknowledge that during the negotiations resulting in this Agreement each had the
3 unlimited right and opportunity to make demands and proposals with respect to any and all subjects
4 or matters not removed by law from the area of collective bargaining and the understandings and
5 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this
6 Agreement. King County and the Union each voluntarily and unqualifiedly waives the right and each
7 agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter
8 not specifically referred to or covered in this Agreement, even though such subject or matter may not
9 have been within the knowledge or contemplation of either or both of the parties at the time they
10 negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed
11 in this Agreement and such expression is all inclusive. This Agreement constitutes the entire
12 agreement between the parties and concludes collective bargaining for its duration, subject only to a
13 desire by both parties to mutually agree to amend or supplement at any time, and except for
14 negotiations over a successor collective bargaining agreement.

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1 **ARTICLE 5: HOURS OF WORK AND OVERTIME**

2 **Section 5.1. Regular Schedules.** The standard workweek shall consist of five (5)
3 consecutive standard work days of seven (7) hours each and thirty-five (35) hours per week exclusive
4 of lunch period and shall normally be scheduled Monday through Friday, unless it is determined at
5 some future time that the Superior or Juvenile Courts will function on a normal basis of other than
6 Monday through Friday in which case management shall meet with the Union to discuss arrangement
7 of schedules. However, the determination of work schedules and work assignments is vested solely
8 with management.

9 **Section 5.2. Scheduling Matters.** The scheduler shall be responsible for maintaining all
10 time records. Employees will be compensated for all time worked, including time worked during
11 breaks, and time worked in excess of a seven (7) hour workday. At least five (5) working days
12 advance notice shall be given an employee prior to commencement of a special schedule altering
13 working hours for more than one (1) day (except as provided for in Section 5.3 below) except when
14 circumstances of same are beyond the control or knowledge of Judicial Administration management.

15 **Check-in procedures: At the beginning of each shift, all clerks must:**

16 A. Report in person to the scheduler's desk, signing in on the sign in sheet which shall
17 be maintained on a clipboard at or near the scheduler's desk.

18 B. If necessary, telephone contact with the scheduler, or if the scheduler does not
19 answer, a voicemail message to the scheduler.

20 **Alternate start times:** If clerks are assigned to a court that has an 8:30 matter scheduled and
21 they determine that they need to come in early, they shall be permitted to check in up to ten (10)
22 minutes prior to their scheduled start time using the check-in procedures above.

23 When circumstances necessitate an alternate start time, the employee's schedule may be
24 adjusted with the approval of the scheduler.

25 **Check-out procedures:** Employees shall check out eight (8) hours following their check-in
26 time, unless their court is still in session or overtime was preapproved for some other purpose. Check
27 out will be accomplished via the following means:

- 28 1. Report in person to the scheduler's desk, signing out on the sign out sheet, which

1 shall be maintained on a clipboard at or near the scheduler's desk.

2 2. If necessary, telephone contact with the scheduler, or, if the scheduler does not
3 answer, a voicemail message to the scheduler.

4 If clerks have papers they must return to the office, they must do so before checking out.

5 The scheduler will maintain a clock which shall be designated as the official time for check in
6 and check out purposes. Discrepancies in time due to clocks and equipment problems shall be taken
7 into consideration.

8 **Section 5.3 Lunch period.** Employees are normally expected to take a one (1) hour unpaid
9 lunch period from 12:15 p.m. to 1:15 p.m. daily. Employees are encouraged to adjust their lunch
10 period to accommodate the Court's schedule. (Example: 1:00 PM Sentencing Calendar, it might be
11 appropriate to take a lunch break from 12:00 – 1:00.) In the event that an employee takes their lunch
12 period at a time different than their normal lunch period, such employee will notify the supervisor via
13 e-mail. This provision shall be fairly applied, and give reasonable consideration to incidental job
14 duties that may prevent timely notification, and variations in clocks or email delivery time.

15 Employees who elect to schedule their normal lunch period at an alternate time on an ongoing
16 basis, may do so by sending a one (1) time notification to the supervisor, specifying the time period.
17 By giving five (5) days advance notice the department may schedule a mandatory meeting during the
18 normal lunch hour, for which time employees will be paid.

19 **Section 5.4 Overtime.** Except as otherwise provided in this Article, employees on a five-day
20 schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty
21 (40) hours in one week, exclusive of lunch period. All overtime shall be authorized in advance by the
22 courtroom clerk supervisor or designee in writing. If overtime is required because of Court
23 proceedings, and seeking approval would cause the Court to halt proceedings, the work will be
24 considered authorized overtime. If the court is not in session, the clerk will request authorization
25 from the supervisor by email to work overtime. Requests will be presumed granted unless a response
26 is received by the employee from the supervisor or designee. Saturday and Sunday work is not
27 overtime when it is a regularly scheduled workday for the individual. Time should be reported for
28 pay pursuant to the provisions described in this Article.

1 **Reporting of overtime:** Work performed beyond seven (7) hours in a day shall be reported in
2 five-minute increments. Accumulations of such time must be turned in at the end of the week, or if
3 unable to turn in at the end of the week due to absence, turned in on the first workday following that
4 absence. Employees must report any overtime worked on their current time reports. Employees shall
5 not be permitted to hold the submission of their overtime and may not delay reporting overtime for
6 the purpose of deferring overtime payment to a later paycheck.

7 **Section 5.5. Call outs.** A minimum of four (4) hours shall be allowed for each call out. A
8 “call out” is the requirement to return to work on a day or portion thereof not normally scheduled as a
9 part of said employee’s workweek. Where such work exceeds four (4) hours, the actual hours worked
10 shall be allowed, at overtime rates if such work falls under the terms of Section 5.4 above. This
11 minimum hour provision shall not apply to overtime worked immediately before or after a scheduled
12 shift. Such work shall be compensated for according to Section 5.4 above and the normally
13 scheduled shift shall be paid at the straight time rate. There shall be no pyramiding of overtime and
14 call out pay.

15 **Section 5.6.** If any provision of this Article conflicts with minimum standards established by
16 RCW 49.46, then that provision shall be automatically amended to provide the minimum standards.

17 **Section 5.7.** If a clerk is available while a court is down during the work day, the clerk will
18 report his or her availability to a supervisor or delegate within 10 minutes and proceed appropriately.

1 **ARTICLE 6: VACATIONS**

2 **Section 6.1.** Regular full-time employees working thirty-five (35) hours per week shall
3 receive vacation benefits as indicated in the following table:

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Full Years of Service	Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

23 Employees eligible for vacation leave shall accrue vacation benefits from their date of hire.
24 Employees shall be granted vacation credit each pay period. Employees shall be eligible to take
25 vacation upon completion of probation.

26 **Section 6.2.** Regular employees may accrue up to sixty (60) days vacation leave. Part-time
27 regular employees and temporary employees who are employed at least half-time and who are eligible
28 to receive vacation and sick leave may accrue vacation leave up to sixty (60) days prorated to reflect

1 their normally scheduled workweek.

2 **Section 6.3.** Vacation benefits for regular, part-time employees will be established based
3 upon the ratio of hours actually worked (less overtime) to a standard work year. For example: If a
4 regular, part-time employee normally works four (4) hours per day in a department that normally
5 works eight (8) hours per day, then the part-time employee would be granted four-eighths (4/8) of the
6 vacation benefit allowed a full-time staff member with an equivalent number of years service.

7 **Section 6.4.** No person shall be permitted to work for compensation for the County in any
8 capacity during the time when vacation benefits are being drawn.

9 **Section 6.5.** Vacation may be used in one quarter (1/4) hour increments at the discretion of
10 the department director or his/her designee.

11 **Section 6.6.** In cases of separation by death, payment of unused vacation benefits shall be
12 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

13 **Section 6.7.** Employees may accrue additional vacation beyond the maximum specified
14 herein when, as a result of cyclical workloads or work assignments, accrued vacation will be lost.
15 Otherwise employees shall use or forfeit the excess accrual prior to December 31 of the year in which
16 the excess was accrued.

17 **Section 6.8.** Vacation time will be separated into two categories for scheduling purposes.
18 The first category is "Prime Time" – defined as the five (5) day block of days that includes June 1
19 through the five (5) day block of days that includes the week of Labor Day and the five (5) day block
20 of days that includes the week before Christmas, the week of Christmas and the week that includes
21 January 1 of the following year. The second category will be "non-Prime Time" which refers to all
22 other dates except those defined as "Prime Time."

23 Vacation scheduling shall be done on a seniority basis for the first two (2) requests. These
24 two rounds are managed by union representatives. All future requests are managed by the
25 supervisor/scheduler.

26 The process will begin with the most senior employee viewing a spreadsheet for the entire
27 calendar year with all contractually agreed upon vacation slots listed. The first request shall be made
28 up of contiguous five (5) day blocks of time; provided, that no more than three (3) weeks of the

1 requested vacation is scheduled within Prime Time as previously defined. The spreadsheet will then
2 be made available for viewing to the next senior person and a selection made using the same
3 procedure until all employees have had an opportunity to make a selection.

4 After all employees have made an initial selection, the process will be repeated with the
5 second request, which shall not be required to be submitted in five (5) day blocks but shall still be in
6 contiguous working days, limited only by the employee's vacation accrual and the limit on Prime
7 Time. If Prime Time vacation slots are still available for the second round they may also be selected
8 up to the previously stated maximum of three (3) weeks total for the first and second requests
9 combined.

10 Clerks will be notified when the seniority-based scheduling is complete and may begin
11 submitting requests for the rest of the year. Conflicting requests received during the five working-day
12 period following the notice shall be determined by lot. Names will be drawn for each conflicting day
13 and that draw will be observed by a PSEU Shop Steward. Thereafter, vacation requests will be
14 considered on a first-come, first-served basis.

15 No later than the last working day in December, a calendar will be posted showing requested
16 vacation dates and approvals. Cancellation of first round vacation choices must be done in five day
17 blocks.

18 Anyone with dates not approved has five (5) working days within which to contact other
19 employees with approved dates to see if they would be willing to switch times. However, this must
20 be done in order of seniority. Any changes must be submitted to the court room clerk manager or
21 his/her designee within the five (5) working day period in writing and signed by anyone thus affected.
22 Changes shall in no way affect other approved vacations without the written agreement of any
23 employee affected.

24 Any vacation accrued over the allowable maximum and approved by management for carry-
25 over into a succeeding year must be scheduled and taken in the first quarter of the new year.

26 For purposes of the vacation wait list, both the RJC and the Seattle/Juvenile lists will be
27 handled separately. A determination will be made at each site as to whether an additional absence
28 can be accommodated beyond the pre-approved vacation list.

1 **ARTICLE 7: PRODUCTIVITY, ATTENDANCE AND LEAVES**

2 **Section 7.1.** The Union and Employer agree to reward regular and reliable attendance,
3 improve productivity, and enhance employees' access to approved leave time by the program set forth
4 in this Article to increase the number of vacation slots and appointment slots available. A vacation
5 slot is one work day that is available to be approved as vacation leave for one employee. An
6 appointment slot is a two-hour portion of a work day that is available to be approved for one
7 employee as vacation or sick leave, as appropriate, for personal business or health care appointments.
8 Employees will accrue and request approval for leave as provided in Article 6 (Vacations) or
9 Article 8 (Sick Leave) as appropriate.

10 **Section 7.2.** The Employer agrees to provide a minimum of five (5) vacation slots per day. In
11 addition, the Employer will change the number of vacation slots available to employees as described
12 in Sections 7.3 and 7.4 of this Article. One of the five (5) slots will be added as a production
13 incentive as set forth in Section 7.9 of this Article. The production incentive will be reviewed by
14 Management in July for the work completed in the period of January through June and in January for
15 the work completed in the period of July through December. If the production incentive hasn't been
16 met the five (5) slots will be reduced to four (4) for the next six (6) month period. The extra slot will
17 be issued on a trial basis beginning May 1, 2009 through October 31, 2009. The production level will
18 be reviewed during the month of October 2009 for the six month period November 1, 2009 through
19 April 30, 2010.

20 **Section 7.3.** The Employer will increase the number of vacation slots available during the
21 annual three (3) day Judicial Conference. During this three (3) day period, the Employer will
22 accommodate as many vacation requests as coverage allows.

23 **Section 7.4.** The Employer will add two (2) additional slots of leave every day, Monday
24 through Thursday, as "Appointment Slots". One (1) of these slots will be provided each day at the
25 Regional Justice Center (RJC), and one (1) of these slots will be shared each day by Seattle and
26 Juvenile Courts. These slots will be divided into four (4), two (2) hour increments. Employees may
27 request an Appointment Slot to attend to personal business. Vacation or sick leave time will be
28 debited from employees' leave banks as appropriate. Employees may request to use a single

1 Appointment Slot, or two (2) consecutive Appointment Slots (in a given day). Requests to use the
2 Appointment Slots must be made at least twenty-four (24) hours in advance of the time off. The
3 Appointment Slots will be granted to employees on a first come, first served basis.

4 **Section 7.5.** Exceptions to the aforementioned maximum of two (2) Appointment Slots per
5 day may be permitted in cases where an employee is requesting time off to perform volunteer services
6 at the school attended by the employee's child. In this event, any number of Appointment Slots may
7 be approved in a given day, Monday through Thursday. Such time off shall be charged against the
8 employee's sick leave (as provided in Article 8, Section 8.14 of this Agreement).

9 **Section 7.6.** Aside from the Monday-Thursday Appointment Slots provided in Section 7.4,
10 and when staffing levels permit, management may approve time off on Fridays for the purpose of
11 volunteering services at the school attended by the employee's child (as provided in Article 8, Section
12 8.14 of this Agreement).

13 **Section 7.7.** The additional vacation slots provided in Sections 7.7 through 7.10 of this
14 Article shall be known as Incentive Leave. With the exception of the Appointment Slots provided in
15 Sections 7.4 through 7.6, all Incentive Leave is shared by eligible employees between Seattle,
16 Juvenile, and RJC facilities.

17 **Section 7.8.** The Employer will provide an incentive to employees if they can collectively
18 reduce their sick leave usage. In any given calendar month, if sick leave averages 3.5 absences per
19 day or less, the Employer will add one (1) additional vacation slot for a full month, two (2) months
20 later. For example, if March sick leave is 3.5 absences per day as an average, the Employer will
21 allow one (1) additional person to use vacation every day in the month of May.

22 **Section 7.9.** The Employer will provide an incentive to employees if they can collectively
23 increase their production of documents. If the bargaining unit can collectively process 32,000 or
24 more documents in a four (4) week calendar month, or 40,000 or more documents in a five (5) week
25 calendar month, the Employer will add one (1) additional vacation slot for a six (6) month period.
26 The employer will identify additional production work alternative to docketing as it is available. The
27 measurability of this work will be determined by the Employer, and collectively with docketing
28 numbers meet the weekly target goal of 8,000. Examples of processing documents include docketing,

1 indexing, and stuffing envelopes. Additional measurable work items may be added as needs arise.

2 a. If, in no more than one (1) week during the calendar month, production falls below
3 8,000 documents, but the target for the month has been achieved, the vacation slot shall be awarded.

4 If subsequent weeks are missed, the production can not fall below 10% of the target for any of those
5 individual weeks. Management will not be required to provide work items beyond the weekly target.

6 b. For example, in a four (4) week month, if employees collectively process 32,000 or
7 more documents in each month of the six (6) month period, the Employer will allow one (1)
8 additional person to use vacation every day in the following six (6) month period. If the goal was not
9 attained in any month of the six (6) month period, employees shall be entitled to the ordinary amount
10 of vacation time allotted for the next six (6) months (in addition to any other days as may be provided
11 elsewhere in this Article).

12 c. In the event that a workweek is less than five (5) days long, or a system failure
13 prevents docketing for a day, the number of documents for the month associated with this Incentive
14 Leave shall be prorated accordingly.

15 **Section 7.10.** The Union and the Employer encourage employees to work together to
16 maximize the opportunity for the success of this program. To that end, the Employer commits to:

17 a. Make a reasonable effort to ensure that documents are batched by level of
18 complexity. Less complicated batches will be available for docketing by bargaining unit employees.

19 b. Advise the Shop Stewards of the number of documents completed by the
20 bargaining unit as follows:

21 (1) A status report of documents completed by bargaining unit employees for
22 the current week will be posted daily on a shared computer drive .

23 (2) A final tally as to the number of documents processed in the previous week
24 will be e-mailed each Monday.

25 (3) Production totals for the past month will be e-mailed in the first (1st) week
26 of each month, and will be the basis for union stewards to determine eligibility and inform
27 management.

28 c. Provide alternate workstations to employees who are unable to docket due to a lack

1 of appropriate software or equipment.

2 d. Work with employees on a case-by-case basis to address ergonomic needs.

3 **Section 7.11.** When there is adequate coverage in the courts, the Employer will fairly
4 consider and approve requests to leave early on a first come, first served basis. Vacation or
5 compensatory time will be debited from the employees' leave banks as appropriate.

6 **Section 7.12.** The list of employees who have previously submitted requests for time off shall
7 be updated regularly, and available to employees for review on a "read only" basis on the computer
8 system.

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1 **ARTICLE 8: SICK LEAVE**

2 **Section 8.1. Intent.** It is the intent of the parties to guarantee bargaining unit employees the
3 sick leave benefits that are available under federal and state law and King County ordinance.
4 Additionally, the County and the Union have negotiated additional sick leave benefits through the
5 collective bargaining process. This Article presents these specifically negotiated benefits along with a
6 sampling of the rights that employees enjoy under current state and federal law and County ordinance.
7 In the event that this Article contains an incomplete or inaccurate statement of sick leave rights under
8 the law, it is the intent of the parties that the County will follow applicable law in the administration
9 of these benefits, in conjunction with any additional rights that have been negotiated by the parties.

10 **Section 8.2. Accrual.** Every regular full-time and regular part-time employee shall accrue
11 sick leave benefits at a rate equal to .04616 for each hour in pay status exclusive of overtime; except
12 that sick leave shall not begin to accrue until the first of the month following the month in which the
13 employee commenced employment.

14 **Section 8.3. Use of sick leave for self.** Employees are eligible to use paid sick leave to care
15 for themselves for the following reasons:

- 16 A. Employee illness;
- 17 B. Noncompensable injury of an employee (e.g., those injuries generally not eligible
18 for workers' compensation payments);
- 19 C. Employee disability due to pregnancy or childbirth;
- 20 D. Employee exposure to contagious diseases and resulting quarantine;
- 21 E. Employee keeping medical, dental, or optical appointments. For routine medical,
22 dental or optical appointments, the employee must submit an absence request form to the employee's
23 immediate supervisor and receive the supervisor's approval for such absence prior to the absence.
24 The absence request form must be submitted one (1) week in advance. The supervisor shall approve
25 or deny the written request within twenty-four (24) hours of the submission of the request.
- 26 F. Sick leave may be used to care for family members of an employee in accordance
27 with Section 8.13 of this Article.

28 **Section 8.4. Increments.** Sick leave may be used in one-quarter hour increments at the

1 discretion of the department director.

2 **Section 8.5. No limits of accrual.** There shall be no limit to the hours of sick leave benefits
3 accrued by an employee.

4 **Section 8.6. Procedure for use of leave under this Article.**

5 A. The employee is not entitled to sick leave if not previously earned or donated. The
6 employee shall normally notify the supervisor between 5:30 a.m. and 8:00 a.m. on the day of illness
7 of his/her intent to take sick leave. The employee will be required to contact his/her immediate
8 supervisor each day of continuing absence from work between 5:30 a.m. and 7:30 a.m. on the day of
9 illness unless specifically excused from doing so by his/her immediate supervisor. When calling
10 between 7:30 a.m. and 8:00 a.m., the employee shall notify the scheduler that he/she won't be in. If
11 the scheduler is unavailable, the employee is expected to leave a voicemail for the scheduler. Failure
12 to properly notify King County or to comply with King County's leave requirements without
13 reasonable cause will result in an unexcused absence.

14 B. A statement signed by a licensed healthcare practitioner (no photocopies) will be
15 required when an employee is absent due to illness for three (3) working days or more.

16 A statement signed by a licensed healthcare practitioner (no photocopies) may be required
17 when the employer has reasonable cause to suspect fraud or abuse (e.g. when an employee has been
18 denied a request for time off and calls in sick for the same time period). When the employer
19 determines that such medical verification will be required, the supervisor will make a good faith
20 effort to notify the employee of the need for documentation by noon on the day which the employee is
21 absent.

22 Such statements must indicate verification of the illness and the necessary duration of the
23 absence. The statement must be provided directly to the supervisor. Failure to provide a written
24 statement within three (3) working days of the employee's return to work will result in unauthorized
25 leave without pay and may result in disciplinary action.

26 If questions arise over who constitutes a "health care provider," the County and the Union
27 shall use the definition of "health care provider" as defined in the Federal Family and Medical Leave
28 Act, Federal Regulations, 29 C.F.R. § 825.118, or the King County Personnel Guidelines, whichever

1 is more favorable to the employee.

2 Court Clerks have the option of having a doctor's note faxed to their place of employment.
3 Any clerk who chooses to exercise this option is waiving any and all privacy restrictions as it relates
4 to the contents of that particular note. It will remain the responsibility of the clerk to retrieve the note
5 from the fax machine and submit it to their scheduler within three (3) working days of the return to
6 work, as set forth in Article 8, Section 8.6(B). Electronic or mechanical failure of the fax machine
7 does not waive the responsibility of the clerk to provide verification of the medical appointment by
8 the established deadline. The employer has no responsibility to maintain a fax machine in the
9 workplace for this purpose.

10 C. Each employee starts January 1 with a clean slate.

11 D. King County may, with reasonable cause, visit or call employees at home or visit
12 or call the employee's physician/medical practitioner providing the statement to confirm the validity
13 of the physician/medical practitioner's statement.

14 E. In case of absence due to an employee's illness or injury or when the need arises to
15 care for a child, spouse, parent, parent-in-law or grandparent of the employee requiring treatment or
16 supervision by the employee while on vacation, such absence shall be deducted from accrued sick
17 leave rather than from accrued vacation, if the employee so requests.

18 **Section 8.7. Separation from County employment.** Separation from County employment
19 except by reason of retirement or layoff due to lack of work or funds or efficiency reasons shall cancel
20 all sick leave currently accrued to the employee. Should the employee resign in good standing or be
21 laid off and return to the County within two (2) years, accrued sick leave shall be restored.

22 **Section 8.8. Cash out of sick leave upon retirement or death.** County employees who
23 have at least five (5) years County service and who retire as a result of length of service or who
24 terminate by reason of death shall be paid an amount equal to thirty-five (35) percent of their unused
25 accumulated sick leave. All payments shall be based on the employee's base rate.

26 **Section 8.9. Sick leave traceable to other employment.** Sick leave because of an
27 employee's physical incapacity shall not be approved where the injury is directly traceable to
28 employment other than with the County where such employment is covered by the provisions of the

1 state industrial insurance laws. Prohibition of sick leave benefits under this section is not waived
2 should the employee be unsuccessful in obtaining state benefits, nor may such payments be
3 supplemented with County sick leave benefits.

4 **Section 8.10. Supplementation of Worker's Compensation.** Employees injured on the job
5 may use accrued sick leave and vacation benefits to supplement King County Workers'
6 Compensation payments but may not simultaneously collect sick leave and workers' compensation
7 payments in a total amount greater than the net regular pay of the employee.

8 **Section 8.11. King County Family Medical Leave Act.** Employees are eligible for King
9 County Family Medical Leave pursuant to County ordinance.

10 **Section 8.12. Bereavement Leave.** Regular, full-time employees shall be entitled to three
11 (3) days (21 hours) of bereavement leave per occurrence due to death of a member of the employee's
12 immediate family. For purposes of bereavement leave, family members include children, parents,
13 siblings, and spouse or domestic partner of the employee, son-in-law, daughter-in-law, grandparent,
14 grandchild, mother-in-law, father-in-law, domestic partner's child, domestic partner's parent and
15 spouse's child. Regular, full-time employees who have exhausted their bereavement leave shall be
16 entitled to use sick leave in the amount of three (3) days (21 hours) for each instance when death
17 occurs to a member of the employee's immediate family.

18 **Section 8.13. Family Care.**

19 **A. Care for Siblings.** Employees shall be entitled to use sick leave in the maximum
20 amount of three (3) days for each instance where such employee is required to care for siblings who
21 are seriously ill.

22 No more than six (6) days of sick leave may be used for this purpose per calendar year.
23 Written verification for family care sick leave may be requested by management. If requested, this
24 verification will include:

- 25 1. severity of illness or injury and nature of care needed;
26 2. a statement indicating that no other person is available and/or capable of
27 providing care for the ill or injured sibling.

28 **B. Transportation for Medical Reasons.** Family care sick leave shall be approved

1 for accompanying or transporting immediate family members to and from a hospital or to medical or
2 dental appointments, providing the immediate family member is a minor child, is infirm, or cannot
3 reasonably get to and from the appointment without the employee's aid.

4 **C. Child Birth.** Up to one (1) day's absence may be authorized for an employee to be
5 at the hospital on the day of the birth of his/her child.

6 **D. Family Care Leave.**

7 **1. Choice of leave.** To the extent allowed by King County Ordinance, state
8 law, and federal law, an employee may choose to use accrued vacation leave, personal days or
9 compensatory time in lieu of paid sick leave or leave without pay to care for a family member, as set
10 forth and defined below. Use of sick leave or other leave to care for a family member shall be known
11 as "Family Care Leave" and may be used for the purposes described below. This subsection D.
12 (Family Care Leave) of this Article does not create any additional leave benefits beyond that which is
13 guaranteed by King County Ordinance, state and federal law.

14 **2. Care for a child.** An employee may use Family Care Leave to provide
15 supervision or treatment for his or her child with a "health condition requiring treatment or
16 supervision."

17 **a.** For purposes of this section, "child" means a biological, adopted or
18 foster child, a stepchild, a legal ward of the employee or the employee's spouse or domestic partner
19 who is under eighteen years of age, or eighteen years of age or older and incapable of self-care
20 because of a mental or physical disability.

21 **b.** "Health condition requiring treatment or supervision" includes:

22 **1)** Any medical condition requiring treatment or medication
23 that the child cannot self-administer;

24 **2)** Any medical or mental health condition which would
25 endanger the child's safety or recovery without the presence of a parent or guardian; or

26 **3)** Any condition warranting treatment or preventive care such
27 as physical, dental, optical or immunization services, when a parent must be present to authorize and
28 when sick leave may otherwise be used for the employee's own preventive health care.

1 c. Verification of the child's health condition from a licensed physician
2 may be required for any requested sick leave absence used to care for a child.

3 **3. Care for other family members.** An employee may use Family Care
4 Leave to provide care for a spouse or domestic partner, parent, parent-in-law, or grandparent who has
5 a "serious health condition" or an "emergency condition."

6 a. "Serious health condition" is defined as an illness, injury,
7 impairment, or physical or mental condition that involves any period of incapacity or treatment
8 connected with inpatient care in a hospital, hospice, or residential medical facility, and any period of
9 incapacity or subsequent treatment or recovery in connection with such inpatient care; or continuing
10 treatment by or under the supervision of a health care provider or a provider of health care services
11 and which includes any period of incapacity.

12 b. "Emergency condition" means a health condition that is a sudden,
13 generally unexpected occurrence or set of circumstances related to one's health demanding immediate
14 action, and is typically very short-term in nature.

15 c. In the event King County ordinance is amended so as to include the
16 parents and/or grandparents of domestic partners for the purposes stated within this section, the
17 contract shall be likewise amended.

18 d. Verification of the family member's health condition from a
19 licensed physician may be required for any requested sick leave absence used for the purposes stated
20 herein.

21 E. In the application of any of the foregoing provisions, when a holiday or regular day
22 off falls within the prescribed period of absence, it shall not be charged against sick leave accrual.

23 F. Department management is responsible for the proper administration of this
24 benefit.

25 **Section 8.14. Use of sick leave to volunteer at school.** An employee may use up to three (3)
26 days of sick leave each year to perform volunteer services at the school attended by the employee's
27 child. Employees requesting to use sick leave for this purpose shall submit such request in writing
28 specifying the name of the school and the nature of the volunteer service to be performed.

1 A. Employees shall submit their request in writing specifying the name of the school
2 and the nature of the volunteer service to be performed. This request shall be treated similar to a
3 doctor's appointment.

4 B. Management shall accept or deny the employee's request within twenty-four (24)
5 hours of its submittal. Management retains the right to deny the request due to staffing concerns.

6 If the employee's request is later accepted, their leave shall be counted against their sick leave
7 accrual.

8 C. Payment for sick leave will be made for the above reasons only.

9 **Section 8.15. Miscellaneous.** Regular, part-time employees shall be granted bereavement
10 leave hours in the same proportion as their scheduled hours of work are to the standard work week.
11 For example, an employee working seventeen and one half (17-1/2) hours each week shall be granted
12 ten and one half (10-1/2) hours of bereavement leave. Regular, part-time employees may not use sick
13 leave or family care sick leave for doctor and dental appointments unless they are of an emergency
14 nature. It is expected such appointments will be scheduled during non-work time.

15 **Section 8.16. Incentive to use low amounts of sick leave.** Employees who use twenty-eight
16 (28) hours of sick leave or less per year, and who worked for the Department of Judicial
17 Administration for the entire calendar year, shall become eligible to convert accrued sick leave hours
18 to vacation hours in the following calendar year pursuant to the following schedule:

Sick Leave Hours Used in a Calendar Year	Total Sick Hours Which May be Converted to Vacation Hours in the Following Year
14 or less hours	Convert 35 hours
15 to 21 hours	Convert 28 hours
22 to 28 hours	Convert 21 hours

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25 Requests for such conversion of hours must be filed by the eligible employee with his/her
26 supervisor in writing no later than January 31 of the year following achievement of eligibility.

27 **Section 8.17. Maternity Leave.** Maternity leave shall be granted for temporary disability
28 due to pregnancy or childbirth at the discretion of the department director and in accordance with

1 WAC 162-30-020. Accrued sick leave and vacation may be used for maternity leave. An employee
2 on maternity leave retains the King County subsidy for benefits as provided by the King County
3 insurance committee.

4 **Section 8.18. Transferring and Donating Vacation and Sick Leave.** Employees may
5 transfer vacation hours and donate sick leave hours pursuant to King County Code Section 3.12.223
6 as it currently exists or is amended by County Council by ordinance.

1 **ARTICLE 9: HOLIDAYS**

2 All regular employees shall be granted the holidays provided in RCW 1.16.050 which
3 currently lists the following holidays with pay:

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5 New Year's Day	January 1st
6 Martin Luther King Jr's Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	
14 Christmas Day	December 25th

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16 and any designated by public proclamation of the chief executive of the state as a legal holiday. In
17 addition, each employee shall receive two (2) additional personal holidays. These days shall be
18 administered through the vacation plan. One (1) day shall accrue as of the first of October and the
19 second day shall accrue as of the first of November of each year. Employees will be able to use these
20 days in the same manner as they use vacation days earned.

21 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the
22 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

23 Holidays paid for but not worked shall be recognized as time worked for the purpose of
24 determining weekly overtime.

25 Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in
26 addition to the regular holiday pay.

27 An employee must be in a pay status on the employee's scheduled working day prior to and
28 the employee's scheduled working day after a holiday in order to receive holiday pay.

1 A regular part-time employee shall receive only those paid holidays which fall on regularly
2 scheduled working days, and the paid holidays shall consist of the employee's regularly scheduled
3 working hours.

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1 **ARTICLE 10: WAGE RATES**

2 **Section 10.1. Rates of Pay.** Court Clerk I's and Court Clerk II's shall receive salaries in
3 accordance with King County's hourly "squared table."

4 A. Court Clerk I's are placed on Range H-41 of King County's "squared table";

5 B. Court Clerk II's are placed on Range H-43 of King County's "squared table."

6 **Section 10.2. Cost of Living Adjustments.** The squared table will be adjusted upwards each
7 year to reflect the Cost of Living Adjustments that are guaranteed to the bargaining unit as follows:

8 A. **Effective January 1, 2009:** Wage rates in effect on December 31, 2008, shall be
9 increased by a percentage factor equal to ninety percent (90%) of the increase in the CPI-W, All
10 Cities Index, September 2007 - September 2008; provided, however, that the amount produced by
11 application of the foregoing shall not be less than two percent (2%) nor greater than six percent (6%).

12 B. **Effective January 1, 2010:** Wage rates in effect on December 31, 2009, shall be
13 increased by a percentage factor equal to ninety percent (90%) of the increase in the CPI-W, All
14 Cities Index, September 2009 - September 2010; provided, however, that the amount produced by
15 application of the foregoing shall not be less than two percent (2%) nor greater than six percent (6%).

16 C. In 2010, the parties agree to open negotiations on the subject of a 2011 COLA.

17 **Section 10.3.** New employees shall be hired at Step 1 of their respective pay range and
18 advanced to Step 2 after the successful completion of a six (6) month probation period. Advancement
19 to Step 2 may be denied upon serving written notice to the employee specifying the reason thereof.
20 Employees on Steps 2 through 9 on January 1 of each year shall move one step, provided that they are
21 not on probation and have satisfactorily performed their job.

22 **Section 10.4. Training Pay.** Court Clerks assigned to train newly hired regular or pro-tem
23 Court Clerks and office back ups shall be paid a five percent (5%) training premium on their current
24 wage for all hours spent training. Court Clerk II's assigned to train Court Clerk I's in a Court Clerk II
25 position shall be paid a five percent (5%) training premium on their current wage for all hours spent
26 training. Training assignments must be made by the courtroom clerk manager or designee to qualify
27 for premium pay.

1 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

2 **Section 11.1.** King County presently participates in group medical, dental and life insurance
3 programs. The County agrees to maintain the level of benefits as currently provided by these plans
4 and pay premiums as currently practiced, during the life of this Agreement, except that:

5 The Union concurs in and agrees to the County's implementation of any recommendation of
6 the Joint Labor Management Insurance Committee, which may meet at any time during the life of this
7 Agreement or after its expiration.

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1 **ARTICLE 12: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 12.1.**

3 A. All work outside of classification shall be assigned in writing by the courtroom
4 clerk manager or his/her designee. A Court Clerk I assigned to work in a Court Clerk II position for
5 at least two (2) consecutive hours shall be paid for each such assignment as outlined in paragraph (B).
6 An employee assigned to work in the Court Clerk Supervisor position for ten (10) consecutive work
7 days shall be paid as outlined in paragraph (B) beginning on the eleventh (11th) day of such
8 assignment.

9 B. Employees assigned work out of class pursuant to paragraph (A) shall receive pay
10 at the first step of the higher classification or the next higher amount as would constitute a minimum
11 of two (2) salary steps over the salary received prior to the assignment but not to exceed the top step
12 of the higher range.

13 If singular functions of a Court Clerk II are distributed amongst several clerks, as part
14 of a judicial organization or work, and if those singular work components would be considered Court
15 Clerk I work, wages paid will be at the Court Clerk I level, excluding the Omnibus calendar at the
16 Regional Justice Center.

17 Juvenile Dependency Fact Findings have routinely been heard downtown and have
18 been part of the Court Clerk I workload; juvenile offender hearings which occur at the Seattle or Kent
19 locations will be paid at the same level as the clerks at Juvenile.

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1 **ARTICLE 13: REDUCTION IN FORCE/LAYOFF/RECALL**

2 **Section 13.1.** Employees laid off as a result of a lack of work and/or shortage of funds shall
3 be laid off according to seniority within classification as set forth in Article 14: Seniority, of this
4 Agreement. The classifications to be laid off shall be at the sole discretion of management.

5 In the event there are two (2) or more employees scheduled for layoff within the Division with
6 the same classification and seniority, the Department head will determine the order of layoff based on
7 employee performance.

8 In lieu of laying off an employee, the Director of the Human Resources Division may reassign
9 such employee to a comparable, vacant position, when the Director determines such reassignment to
10 be in the best interest of the County.

11 **Section 13.2.** Employees scheduled to be laid off may exercise their right to bump employees
12 in a lower classification within the bargaining unit, provided that the employee has performed and is
13 qualified to perform the duties of the lower classification and the employee has more seniority, as
14 defined in Article 14, than the employee in the lower classification.

15 **Section 13.3.** Employees laid off shall be rehired in the inverse order of layoff; namely, those
16 laid off last will be rehired first.

17 **Section 13.4.** The County agrees to notify the Union at least fourteen (14) calendar days in
18 advance, in writing, of any anticipated reduction in force.

19 **Section 13.5.** Employees on layoff shall be referred to other positions within the Career
20 Service in accordance with the Personnel Guidelines. All employees who are laid off shall be placed
21 on a recall list with the employee with the most seniority who has passed probation in a classification
22 being recalled first. A laid off employee may be removed from the recall list for any of the following
23 reasons:

- 24 A. The expiration of two years (24 months) from the date of layoff;
- 25 B. Re-employment within the County in a similar position or job class;
- 26 C. Failure to report to work;
- 27 D. Failure to appear for a job interview after notification by telephone or by mail

28 addressed to the employee's last address on file with the County;

1 E. Failure to respond within seven (7) days to a communication regarding availability
2 of employment;

3 F. Request in writing by the laid off employee to be removed from the list.

4 If an employee who held a full time position accepts assignment to a part time position, he/she
5 shall nevertheless retain his/her recall rights to a full time position. If an employee accepts
6 assignment to a classification with a lower rate of pay than that of the position from which he/she was
7 laid off, he/she shall nevertheless retain recall rights to his/her former classification. An employee
8 may elect to refuse an offered position without forfeiting his/her recall rights; provided the option of
9 refusal may be exercised only once with subsequent refusal resulting in loss of recall rights.

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1 **ARTICLE 14: SENIORITY**

2 **Section 14.1.** Seniority shall be defined as follows:

3 A. Length of service in classification within the bargaining unit except as described in
4 Section 2 below.

5 B. An employee who is promoted to another classification within the bargaining unit
6 shall continue to accrue seniority in the classification from which he or she was promoted.

7 C. In the event that two (2) employees have the same seniority, then performance, as
8 determined by the most recent performance evaluation, shall determine the order of layoff.

9 **Section 14.2.**

10 A. Employees who were in positions covered by this Agreement on July 29, 1981
11 shall have all time worked in the Department of Judicial Administration applied to determine
12 seniority status.

13 B. Employees transferred, promoted or rehired into the bargaining unit who have
14 worked in the Department of Judicial Administration within two (2) years shall be given two (2)
15 months of bargaining unit seniority for each full year (12 months) of department service. Fractions of
16 a full year shall be prorated on a one for six (6) basis.

17 C. An employee in the bargaining unit who terminates and returns to work shall have
18 all seniority restored, provided the break in service is two (2) years or less.

19 D. Seniority shall continue to accrue during any compensated absence from service or
20 any leave of absence without pay for periods of thirty (30) calendar days or less.

21 E. Seniority shall be retained but shall not continue to accrue during that period of an
22 authorized leave of absence without pay that exceeds thirty (30) calendar days.

23 F. The Union will provide the department with a seniority list by January 15 each
24 year.

25 G. The County shall provide the Union with a list of new hires, employees on leave
26 without pay, termination, and transfers by January 5th each year, which reflects the employee's status
27 as of December 20 of the previous year.

1 **ARTICLE 15: EMPLOYEE RIGHTS**

2 **Section 15.1.** No post probationary employee shall be disciplined or discharged without just
3 cause. Probationary and term-limited temporary employees are at will employees.

4 **Section 15.2.** The employee and/or representative may examine the employee's personnel
5 files if the employee so authorizes in writing. Material placed into the employee's personnel files
6 relating to job performance or personal character shall be brought to his/her attention by providing a
7 copy to the employee. The employee may challenge the propriety of including it in the files. The
8 employee shall have the right to insert documentation into the files, providing such documentation is
9 relevant to the challenge. Unauthorized persons shall not have access to employee files or other
10 personal data relating to employees and their employment with King County.

11 **Section 15.3.** Designated Union stewards may have limited and reasonable use of the County
12 electronic mail system, telephone and FAX machines for communications related to contract
13 administration. In no circumstances shall use of the County equipment interfere with County
14 operations. The Union acknowledges there is no guarantee of privacy of electronic mail
15 communications.

1 **ARTICLE 16: GRIEVANCE PROCEDURE**

2 King County recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievance.

8 **Section 16.1. Definition.**

9 Grievance - A dispute raised by a signatory party to this Agreement relating to the
10 interpretation of rights, benefits, or conditions of employment as specifically contained in this
11 Agreement.

12 **Section 16.2. Procedure.**

13 **Step 1.** A grievance shall be presented in writing by the aggrieved employee and/or
14 their representative, within fourteen (14) calendar days of the occurrence of the incident that gave rise
15 to such grievance to the courtroom clerk manager. The manager shall meet with the employee and/or
16 their representative within fourteen (14) calendar days of the receipt of the grievance. The manager
17 shall gain all relevant facts and notify the employee in writing of their decision a copy of which shall
18 be sent to the Union within fourteen (14) days. If a grievance is not pursued to the next higher level
19 within fourteen (14) calendar days of receipt of the manager's written response, it shall be presumed
20 resolved. If the employer fails to meet the time lines set forth in Step 1, the Union shall have the right
21 to move the grievance to next step.

22 **Step 2.** If, after thorough discussion with the manager, the grievance has not been
23 satisfactorily resolved, the grievance shall then be presented to the department director or his/her
24 designee. All letters, memoranda, and other written materials shall be made available for the review
25 and consideration of the department director or designee. The director or designee may interview the
26 employee and/or representative and receive any additional related evidence which may be deemed
27 pertinent to the grievance. At the time of filing the Step 2 grievance, if the Union requests a meeting
28 one will be scheduled at a mutually agreeable time with the department director, or designee, to

1 discuss the grievance in an effort to resolve it. The director or designee shall provide a written
2 decision to the grievant and the Union within fourteen (14) calendar days. If the employer fails to
3 meet the time lines set forth in Step 2, the Union shall have the right to move the grievance to the
4 next step. If the grievance is not pursued to the next higher level within fourteen (14) calendar days
5 of receipt of the director's response, it shall be presumed resolved.

6 **Step 3.** If, after thorough evaluation, the decision of the department director has not
7 resolved the grievance satisfactorily, the grievance may be presented to the assigned King County
8 Labor Negotiator or his/her designee for attempted resolution.

9 A meeting shall be scheduled by the negotiator and the Union representative within thirty (30)
10 days for the purpose of resolving the grievance. When parties to this meeting include an employee
11 who is affected by such grievance and necessary witness(es), who are County employees, such
12 employees shall be released from duty without loss of pay in order to testify, provided that it does not
13 affect the operation of the County. All such meetings shall be closed for the purpose of maintaining
14 confidentiality, unless otherwise mutually agreed. The negotiator or designee shall render a decision
15 within fourteen (14) calendar days following the conclusion of the meeting. If the employer fails to
16 meet the timelines set forth in Step 3, the Union shall have the right to move the grievance to the next
17 step. If the Union fails to meet such timelines, the grievance will be considered resolved.

18 Employer grievances shall be filed at Step 3 by written notice to the Union within fourteen
19 (14) calendar days of the events giving rise to the grievance.

20 **Step 4.** Either the County or the Union may request arbitration within thirty (30)
21 calendar days of the date of the County's Step 3 decision or thirty (30) days from the Step 3 meeting,
22 whichever comes later, and must specify at that time the exact questions which it wishes arbitrated
23 and the remedy sought. The parties shall then select a disinterested party to serve as an arbitrator. If
24 the County, or the Union if the grievance is an employer grievance, does not respond at Step 3, the
25 Union or the County may submit the issue to arbitration within sixty (60) days of its submission at
26 Step 3.

27 In the event that the parties are unable to agree upon an arbitrator then the arbitrator shall be
28 selected from a panel of seven (7) arbitrators furnished by PERC, Federal Mediation and Conciliation

1 Service (FMCS), or another agency to which the parties mutually agree. The arbitrator will be
2 selected from the list by both the County representative and the Union each alternately striking a
3 name from the list until only one (1) name remains. The arbitrator shall be asked to render a decision
4 promptly and the decision of the arbitrator shall be final and binding on both parties.

5 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
6 this Agreement but shall have the power only to apply and interpret the specific written provisions of
7 this Agreement in reaching a decision.

8 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
9 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
10 behalf. Each party shall bear the cost of their own attorneys' fees regardless of the outcome of the
11 arbitration hearing.

12 No matter may be arbitrated which the County by law has no authority over, has no authority
13 to change, or has been delegated to any civil service commission or personnel board as defined in
14 RCW 41.56.

15 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

16 **Section 16.3.** All newly hired and promoted employees must serve a probationary period as
17 defined in the Personnel Guidelines. As the Guidelines specify that the probationary period is an
18 extension of the hiring process, the provisions of this Article will not apply to employees if they are
19 discharged during their initial probationary period or are demoted during the promotional
20 probationary period. Grievances brought by probationary employees involving issues other than
21 discharge or demotion, or discipline, may be processed in accordance with this Article.

22 **Section 16.4.** Term-limited temporary (TLT) employees are considered to be at-will
23 employees. The provisions of this Article will not apply to TLT employees in cases of discharge,
24 demotion or discipline. Grievances brought by TLT employees involving issues other than discharge,
25 demotion or discipline may be processed in accordance with this Article.

26 **Section 16.5.** If employees have access to multiple procedures for adjudicating grievances,
27 then selection by the employee of one procedure will preclude access to other procedures; selection is
28 to be made no later than at the conclusion of Step 3 of this grievance procedure.

1 **Section 16.6.** The time limits set forth herein may be extended upon written consent of both
2 parties. Unless a written extension has been granted, failure of the grievant to pursue the grievance to
3 the appropriate step within the time limits set forth herein shall constitute a presumption that the
4 matter is resolved. A grievance may be filed at any step that is mutually agreed upon in writing by
5 the County and the Union. The Union and County may agree in writing to waive any of the above
6 steps.

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1 **ARTICLE 17: MISCELLANEOUS**

2 **Section 17.1.** An employee elected or appointed to the local Union office which requires a
3 part or all of his/her time shall be given reinstatement rights to the position previously held for three
4 (3) years from date of termination. Seniority under this contract shall be restored as of the point of
5 separation.

6 **Section 17.2.** All employees who have been authorized to use their own transportation on
7 County business shall be reimbursed at the current rate established by the County Council.

8 **Section 17.3.** The County shall, upon request, furnish the Union with specifications for all
9 classifications covered by the bargaining agreement and shall send copies of modifications and
10 revisions thereto as they occur.

11 **Section 17.4.** Coverage of courtrooms, whether at the RJC and the Seattle/Juvenile, is of the
12 highest priority. To maximize the potential for coverage, it may be necessary to require clerks to
13 travel between the RJC and Seattle/Juvenile. Absent extraordinary circumstances, 12:15 p.m. will be
14 the latest time that the department will direct a same day staff transfer. Extraordinary circumstances
15 will be determined by the Director or the person serving as Acting Director and shall be understood to
16 mean those circumstances that go beyond what is usual, regular, or customary. All employees may be
17 temporarily assigned to a work location other than their normal assignment. Transportation (bus fare,
18 taxi fare, or reimbursement for mileage per Section 2, at management discretion) to and from the
19 alternate location from the regularly scheduled location and travel time shall be provided by King
20 County for the first day of such assignment. Assignments to other locations scheduled one working
21 day in advance and expected to run for more than one working day shall not be subject to the terms of
22 this section. For employees assigned to Harborview Medical Center, the County shall reimburse the
23 employees for taxi service when the employees are in transit during periods of darkness.

24 **Section 17.5.** The Union shall provide a bulletin board for its exclusive use and shall be
25 allowed to place same in a common work location of the bargaining unit. Notices and
26 announcements shall not contain anything political or reflecting adversely upon the County, any of its
27 employees, or any labor organizations among its employees. Only designated shop stewards or Union
28 representatives may place or remove posted notices unless the notices appear to be in violation of this

1 section, in which case, management may remove same, notifying the Union of its action and reason
2 therefore.

3 **Section 17.6.** Copies of all policies and procedures promulgated by the Department of
4 Judicial Administration to interpret and/or administer the provisions of this Agreement and the
5 Administrative Guidelines shall be provided to the Union.

6 **Section 17.7.** Unsuccessful bargaining unit applicants for transfer, training, and/or promotion
7 within the bargaining unit will be verbally provided with the reasons for the decision at the request of
8 the employee. Such decisions shall not be a subject for grievance under Article 16: Grievance
9 Procedure.

10 **Section 17.8.** No employee within the bargaining unit shall be required, as a condition of
11 employment, to provide a personal automobile for use in County business.

12 **Section 17.9.** King County job opening announcements received by Judicial Administration
13 shall be posted in common work locations as soon as possible after receipt of same.

14 **Section 17.10.** The County and the Union agree to meet and discuss issues of common
15 concern during the term of this Agreement. The frequency of such meetings are to be determined by
16 the parties, by mutual agreement, given the issues to be discussed and the schedules of the parties.
17 Though the parties may at any time agree to a different arrangement, for the present the parties agree
18 to meet quarterly at a time and place agreed upon. This may be either during Court time or before or
19 after Court or during lunch time. Meetings may alternate between these times. The Union may be
20 accompanied by up to two shop stewards, who will be paid for this time.

21 **Section 17.11.** Management may schedule safety meetings, as necessary. When required to
22 attend safety meetings employees will be paid to attend.

23 **Section 17.12.** The County will provide employees with disposable latex gloves for the
24 purpose of handling contaminated or hazardous evidence.

25 **Section 17.13.** King County shall, upon receipt of a written authorization form that conforms
26 to legal requirements, deduct from the pay of such bargaining unit employee the amount of
27 contribution the employee voluntarily chooses for deduction for political purposes and shall transmit
28 the same to the Union.

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Section 17.14. Unless otherwise specified in this Agreement, references to days, if five (5) or less, shall be considered working days. References to six (6) days or more, unless otherwise specified in this Agreement, shall be considered calendar days.

Section 17.15. Court clerks may have access to the internet on their computers, with the understanding that DJA follows a zero-tolerance policy for misuse of the internet during work time. Internet access before or after scheduled shifts and during break or lunch periods is acceptable. DJA will regularly monitor Court Clerks' internet activity. All use of the internet by Court Clerks must conform to the King County policy and guidelines on internet use, and any applicable Board of Ethics Advisory Opinions. The union agrees not to grieve discipline related to violations of internet access.

1 **ARTICLE 18: SCHEDULING OF PRO TEM COURT CLERKS**

2 The following guidelines will be followed during morning scheduling of courtroom
3 assignments for Court Clerks and again prior to courts reconvening in the afternoon.

4 Pro Tem Court Clerks will be given courtroom assignments only if regular Court Clerks are
5 not available. A Pro Tem will not be removed from a courtroom in the event a regular Court Clerk
6 becomes available during the morning or afternoon session. A Court Clerk who becomes available in
7 the morning will be given a courtroom assignment following the noon recess. This preferential
8 scheduling will be followed each morning regardless of whether the proceeding was previously
9 covered by a Pro Tem or not.

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1 **ARTICLE 19: UNION REPRESENTATION**

2 **Section 19.1.** Authorized representatives of the Union may, after notifying the County official
3 in charge, visit the work location of employees covered by this Agreement at any reasonable time for
4 the purpose of investigating grievances but shall not conduct Union business on County time and
5 shall under no circumstances interrupt court proceedings.

6 **Section 19.2.** Authorized representatives of the Union may have reasonable access to its
7 members in County facilities for transmittal of information or representation purposes before work,
8 during lunch breaks, or other regular breaks, as long as the work of the County employees, services to
9 the public and court proceedings are unimpaired. Prior to contacting members in County facilities
10 such authorized agents shall make arrangements with the department director or designee.

11 **Section 19.3.** The Union shall have the right to appoint stewards within departments where
12 its members are employed under the terms of this Agreement. The maximum number of stewards
13 appointed shall be two (2).

14 The department shall be furnished with the names of stewards so appointed. The steward
15 shall be allowed a reasonable time to investigate grievances during regular working hours providing
16 court services are not interrupted.

17 **Section 19.4.** It shall be a violation of this Agreement to directly or indirectly interfere with,
18 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
19 their right to organize and designate representatives of their own choosing for the purpose of
20 collective bargaining or in the free exercise of any other right under RCW 41.56.

21 **Section 19.5.** A negotiating committee not to exceed two (2) persons may be selected from
22 amongst bargaining unit employees by the Union. Employees so selected may be released from work
23 duties to participate in face-to-face negotiation sessions with employer representatives only if such
24 release does not interfere with court operations as determined by the department director.

1 **ARTICLE 20: EQUAL EMPLOYMENT OPPORTUNITY**

2 The County and the Union shall not unlawfully discriminate against any individual employees
3 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,
4 sex, religion, national origin, religious belief, marital status, age, sexual orientation, ancestry or the
5 presence of any sensory, mental or physical handicap (SMPH) unless based on a bona fide
6 occupational qualification reasonably necessary to the operations of the County. Allegations of
7 unlawful discrimination shall not be a proper subject for the grievance procedure herein, but may
8 instead be filed by an employee's complaint pursuant to the procedures outlined in King County
9 Policy, and if not resolved, with the appropriate human rights agency.

10 The parties agree that personnel actions may be taken to accommodate disabilities, as may be
11 required under the Americans with Disabilities Act (ADA), and that such an accommodation under
12 the ADA shall take precedence over any conflicting provisions of this Agreement.

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1 **ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 21.1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to
8 end such interference. Any concerted action by an employee in the bargaining unit shall be deemed a
9 work stoppage if any of the above activities have occurred.

10 **Section 21.2.** Upon notification in writing by the County to the Union that any of its
11 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
12 members to immediately cease engaging in such work stoppage and provide the County with a copy
13 of such order. In addition, if requested by the County, a responsible official of the Union shall
14 publicly order such employees to cease engaging in such a work stoppage.

15 **Section 21.3.** Any employee who commits any act prohibited in this section will be subject in
16 accord with the County's Administrative Guidelines to the following action or penalties:

17 A. Discharge.

18 B. Suspension or other disciplinary action as may be applicable to such employee.

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1 **ARTICLE 22: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
7 force and effect.

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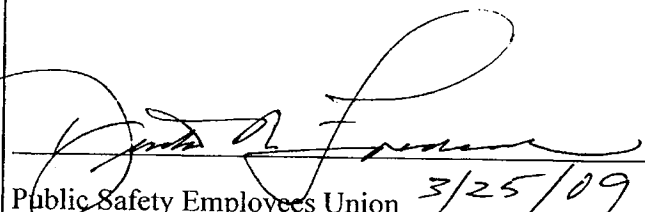
1 **ARTICLE 23: DURATION**

2 This Agreement shall become effective when ratified by the parties, and covers the period
3 January 1, 2009 through December 31, 2011. Written notice of desire to modify this Agreement shall
4 be served by either party upon the other at least sixty (60) days prior to the date of expiration.

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6 APPROVED this 15 day of APRIL, 2009.

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10 By: 

11 King County Executive

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17 Public Safety Employees Union 3/25/09

1 cba Code: 020

Union Code(s): 0519S
H6

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3 **ADDENDUM A**
4 **PUBLIC SAFETY EMPLOYEES UNION**
5 **SUPERIOR COURT CLERKS**
6

7 **King County 10 Step Hourly Squared Schedule**

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9 Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification Title	Range*
10 6210100	8487	621401	Court Clerk I	41
11 6210200	8488	621501	Court Clerk II	43
12 * All salary ranges are on the King County "Squared" Salary Schedule				

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15 Cost of Living Adjustments shall be as provided in Article 10, Section 10.2. For specific rates
16 for each range and step, refer to the King County Hourly Squared Schedule for the applicable year.
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