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**Coalition Labor Agreement (CLA) - Appendix for 020
Agreement Between King County
And
Public Safety Employees Union
Superior Court Clerks - Judicial Administration**

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**AGREEMENT BETWEEN
KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
AND
PUBLIC SAFETY EMPLOYEES UNION**

These articles with the Coalition Labor Agreement (CLA) constitute the entire Agreement, the terms of which have been negotiated in good faith, between King County and the Public Safety Employees Union (the “Union”) subscribing hereto. This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council of King County, Washington.

ARTICLE 1: UNION RECOGNITION

Section 1.1. The County recognizes the Union as representing employees in job classification 6210100 Court Clerk I and job classification 6210200 Court Clerk II.

Section 1.2. Union Requests: The County will transmit to the Union, not to exceed twice a year, upon request, a current listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job classification and department or unit.

Section 1.3. King County shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT (“CLA”)

The CLA shall apply to the individual bargaining unit’s employees, as follows:

Section 2.1. The Preamble in its entirety.

Section 2.2. All Superseding and Non-Superseding Articles, unless otherwise noted in this Appendix or in the CLA.

Section 2.3. The following CLA non-superseding articles do not apply to this bargaining unit:

- CLA Article 46 Waiver

ARTICLE 3: RIGHTS OF MANAGEMENT

Section 3.1. The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this Agreement. All matters not specifically and

1 expressly covered or treated by the language of this Agreement may be administered for its duration
2 by the County in accordance with such policy or procedures as the County from time to time may
3 determine.

4 **Section 3.2.** It is recognized that the Employer retains the right, except as otherwise provided
5 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
6 the Employer include, but are not limited to:

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

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

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

16 **D.** Establish reasonable work rules; assign the hours of work and assign Employees to
17 shifts and days off;

18 **E.** The right to define and implement a common biweekly payroll system that will
19 standardize pay practices and Fair Labor Standards Act work weeks, including but not limited to a
20 biweekly payroll system, is vested exclusively in King County. Implementation of such system may
21 include a conversion of wages and leave benefits into hourly amounts and the parties recognize that
22 application provisions in the collective bargaining agreement may be re-opened at any time during
23 the life of this agreement by the County for the purpose of negotiating these standardized pay
24 practices, to the extent required by law;

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

1 Personnel Guidelines is precluded from pursuing the same matter through the grievance procedures
2 outlined in this Agreement.

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

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

17 **ARTICLE 5: HOURS OF WORK AND CONTRACTUAL OVERTIME**

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

25 **Section 5.2. Scheduling Matters.** The scheduler shall be responsible for maintaining all
26 time records. Employees will be compensated for all time worked, including time worked during
27 breaks, and time worked in excess of a seven (7) hour workday. At least five (5) working days
28 advance notice shall be given an employee prior to commencement of a special schedule altering

1 working hours for more than one (1) day (except as provided for in Section 4.3 below) except when
2 circumstances of same are beyond the control or knowledge of Judicial Administration management.

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

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

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

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

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

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

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

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

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

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

24 **Section 5.3. Lunch and Rest Breaks.** The parties agree to specifically supersede in total the
25 State provisions regarding meal and rest periods for Employees. Employees will be entitled to meal
26 and rest periods only as described in this Agreement, and not those provided by State law.

27 Employees are normally expected to take a one (1) hour unpaid lunch period from 12:15 p.m.
28 to 1:15 p.m. daily. Employees are encouraged to adjust their lunch period to accommodate the

1 Court's schedule. (Example: 1:00 PM Sentencing Calendar, it might be appropriate to take a lunch
2 break from 12:00 – 1:00.) In the event that an employee takes their lunch period at a time different
3 than their normal lunch period, such employee will notify the supervisor via e-mail. This provision
4 shall be fairly applied, and give reasonable consideration to incidental job duties that may prevent
5 timely notification, and variations in clocks or email delivery time.

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

10 **Section 5.4. Missed Breaks.** Employees are expected to take their daily rest and meal
11 breaks. If a court assignment is likely to interfere with an employee's break, the impacted employee
12 must notify their supervisor in advance of the missed break in order to allow the supervisor an
13 opportunity to provide coverage. Breaks missed due to the necessity of court proceedings will be
14 compensated either by 1) shortening the work day and allowing the employee to leave early, or 2)
15 paying (subject to the CBA overtime rules) for the missed time. The decision of the supervisor to
16 release the employee early or to pay for the extra time worked, is at the supervisor's discretion and is
17 not grievable beyond the DJA Director step.

18 **Section 5.5. Contractual Weekly Overtime.** Employees in hourly positions are eligible for
19 Contractual Weekly Overtime, which shall be paid to employees for all hours worked in excess of
20 (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime
21 work is performed. Per Section 7.1, holiday hours shall also count toward Contractual Weekly
22 Overtime eligibility.

23 All overtime shall be authorized in advance by the courtroom clerk supervisor or designee in
24 writing. If overtime is required because of Court proceedings, and seeking approval would cause the
25 Court to halt proceedings, the work will be considered authorized overtime. If the court is not in
26 session, the clerk will request authorization from the supervisor by email to work overtime. Requests
27 will be presumed granted unless a response is received by the employee from the supervisor or
28 designee. Saturday and Sunday work is not overtime when it is a regularly scheduled workday for

1 the individual. Time should be reported for pay pursuant to the provisions described in this Article.

2 **Section 5.6.** The Contractual Overtime Rate for each overtime hour worked shall be one and
3 one-half times the combined amount of the employee’s hourly base rate of pay, as specified in the
4 Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime
5 is worked. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime
6 hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

7 **Section 5.7. Payroll rounding.** Overtime will be reported and paid beginning at (7) minutes
8 and rounded up in (15) minutes increments. Time less than 7 minutes is considered de minimis and
9 consistent with King County payroll practices and will not be considered paid time.

10 **Section 5.8. Compensatory Time Request Option.** In lieu of overtime pay, an employee
11 may request, in writing, prior to working the overtime, compensatory time leave (“Comp Time”) at
12 the rate of straight time for each hour worked in excess of thirty-five (35) and less than forty (40) and
13 at the rate of time and one half for each hour worked in excess of forty (40) hours in one week,
14 subject to conditions set forth below.

15 **A.** Comp Time must be authorized by Department management, and an employee will
16 not be approved more than a maximum of (70) hours of comp time at any given time;

17 **B.** Unused Comp time will be cashed out each year in the pay period that includes
18 December 31st;

19 **C.** If Comp Time request is denied, overtime work will be compensated at the
20 appropriate pay rate;

21 **D.** Denials of requests to be compensated for overtime hours worked with Comp
22 Time rather than overtime pay is within the sole discretion of management and is not subject to the
23 grievance procedure or further appeal;

24 **E.** Employees will be compensated for unused compensatory time at the rate of pay at
25 which it was accrued;

26 **F.** Employees who leave employment with the County shall be compensated at the
27 rate of pay at which it was accrued for any unused compensatory time;

28 The parties agree to conduct a review at the end of each calendar year concerning the compensatory

1 time window stated in (b) above, and utilize the labor–management committee process to make
2 adjustments to the window period for comp time use; if said adjustments are mutually agreed upon by
3 both parties.

4 **Section 5.9. “Down Time.”** If a clerk is available while a court is down during the work day,
5 the clerk will report their availability to a supervisor or delegate within (10) minutes and proceed
6 appropriately.

7 **ARTICLE 6: VACATION REQUESTS AND SCHEDULING**

8 **Section 6.1.** Vacation may be used in (1/4) hour increments at the discretion of the
9 department director or his/her designee.

10 **Section 6.2.** Vacation time will be separated into two categories for scheduling purposes.
11 The first category is “Prime Time” defined as the (5) day block of days that includes June 1 through
12 the (5) day block of days that includes the week of Labor Day and the (5) day block of days that
13 includes the week before Christmas, the week of Christmas and the week that includes January 1 of
14 the following year. The second category will be “non-Prime Time,” which refers to all other dates
15 except those defined as “Prime Time.”

16 **Section 6.3. Vacation Scheduling.** Employees must limit their vacation requests to the
17 number of hours they have accrued at the time of the request. Vacation scheduling shall be done on a
18 seniority basis for the first (2) requests. These two rounds are managed by union representatives. All
19 future requests are managed by the supervisor/scheduler.

20 The process will begin with the most senior employee viewing a spreadsheet for the entire
21 calendar year with all contractually agreed upon vacation slots listed. The first request shall be made
22 up of contiguous (5) day blocks of time; provided, that no more than (3) weeks of the requested
23 vacation is scheduled within Prime Time as previously defined. The spreadsheet will then be made
24 available for viewing to the next senior person and a selection made using the same procedure until
25 all employees have had an opportunity to make a selection.

26 After all employees have made an initial selection, the process will be repeated with the
27 second request, which shall not be required to be submitted in (5) day blocks but shall still be in
28 contiguous working days, limited only by the employee’s vacation accrual and the limit on Prime

1 Time. If Prime Time vacation slots are still available for the second round they may also be selected
2 up to the previously stated maximum of (3) weeks total for the first and second requests combined.

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

8 No later than the last working day in December, a calendar will be posted showing requested
9 vacation dates and approvals. Cancellation of first round vacation choices must be done in (5) day
10 blocks.

11 Anyone with dates not approved has (5) working days within which to contact other
12 employees with approved dates to see if they would be willing to switch times. However, this must
13 be done in order of seniority. Any changes must be submitted to the court room clerk manager or
14 their designee within the (5) working day period in writing and signed by anyone thus affected.
15 Changes shall in no way affect other approved vacations without the written agreement of any
16 employee affected.

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

20 **ARTICLE 7: ATTENDANCE AND LEAVES**

21 **Section 7.1. Clarification of vacation bid slot issue.** The leave slot numbers will be
22 determined by management, and employees will be notified of those numbers each fall. The number
23 of vacation and sick leave slots specified will be adjusted by management each year based on staffing
24 levels. These numbers are intended to maintain the approximate current staff to leave slot ratios. The
25 annual adjusted figures will be published to employees in the fall prior to the end of each year for use
26 in the upcoming year. Questions or concerns about these adjustments shall be presented in LMC.

27 **Section 7.2.** The County will increase the number of vacation slots available during the
28 annual (3) day Judicial Conference.

1 **Section 7.3.** The County will add (1) additional slot of leave every day, Monday through
2 Thursday, as “Appointment Slots”. These slots will be divided into (4), and (2) hour increments.
3 Employees may request an Appointment Slot to attend to personal business. Vacation or sick leave
4 time will be debited from employees’ leave banks as appropriate. Employees may request to use a
5 single Appointment Slot, or (2) consecutive Appointment Slots (in a given day). Requests to use the
6 Appointment Slots must be made at least (24) hours in advance of the time off. The Appointment
7 Slots will be granted to employees on a first come, first served basis.

8 **Section 7.4.** Exceptions to the aforementioned maximum of (2) Appointment Slots per day
9 may be permitted in cases where an employee is requesting time off to perform volunteer services as
10 provided in the CLA Article 4 (Leave for Volunteer Service).

11 **Section 7.5.** Aside from the Monday-Thursday Appointment Slots provided in Section 6.3
12 and when staffing levels permit, management may approve time off on Fridays for the purpose of
13 volunteering services as provided in the CLA Article 4.

14 **Section 7.6.** When there is adequate coverage in the courts, the Employer will fairly consider
15 and approve requests to leave early on a first come, first served basis. Vacation or compensatory
16 time will be debited from the employees’ leave banks as appropriate.

17 **Section 7.7.** The list of employees who have previously submitted requests for time off shall
18 be updated regularly, and available to employees for review on a “read only” basis on the computer
19 system.

20 **ARTICLE 8: SICK LEAVE**

21 **Section 8.1. Increments.** Sick leave may be used in one-quarter hour increments at the
22 discretion of the department director.

23 **Section 8.2. Procedure for use of leave under this Article.**

24 **A.** The employee is not entitled to sick leave if not previously earned or donated. The
25 employee shall normally notify the supervisor between 5:30 a.m. and 8:00 a.m. on the day of illness
26 of their intent to take sick leave. The employee will be required to contact their immediate supervisor
27 each day of continuing absence from work between 5:30 a.m. and 7:30 a.m. on the day of illness
28 unless specifically excused from doing so by their immediate supervisor. When calling between 7:30

1 a.m. and 8:00 a.m., the employee shall notify the scheduler that he/she won't be in. If the scheduler
2 is unavailable, the employee is expected to leave a voicemail for the scheduler. Failure to properly
3 notify King County or to comply with King County's leave requirements without reasonable cause
4 will result in an unexcused absence.

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

7 Such statements must indicate verification of the illness and the necessary duration of the
8 absence. The statement must be provided directly to the supervisor. Failure to provide a written
9 statement within a reasonable time period of the employee's return to work will result in
10 unauthorized leave without pay and may result in disciplinary action.

11 If questions arise over who constitutes a "health care provider," the County and the Union
12 shall use the definition of "health care provider" as defined in the Federal Family and Medical Leave
13 Act, Federal Regulations, 29 C.F.R. § 825.118, or the King County Personnel Guidelines, whichever
14 is more favorable to the employee.

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

23 **C.** Each employee starts January 1 with a clean slate.

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

27 **ARTICLE 9: HOLIDAYS**

28 **Section 9.1. Holiday Pay.** Holidays paid for but not worked shall be recognized as time

1 worked for the purpose of determining Contractual Weekly Overtime.

2 Work performed on holidays shall be paid at the Contractual Overtime rate of pay in addition
3 to the regular holiday pay.

4 **Section 9.2. Part Time Employees.** A regular part-time employee shall receive only those
5 paid holidays which fall on regularly scheduled working days, and the paid holidays shall consist of
6 the employee's regularly scheduled working hours.

7 **ARTICLE 10: WAGE RATES**

8 **Section 10.1. Rates of Pay.** Court Clerk I's and Court Clerk II's shall receive wage rates in
9 accordance with Addendum A.

10 **Section 10.2. Step Placement and Progression.** New employees shall be hired at Step 1 of
11 their respective pay range and advance to Step 2 after the successful completion of a six (6) month
12 probation period (or upon completion of probation extension if applicable). Employees on Steps 2
13 through 9 on January 1 of each year shall move one step provided that they are not on probation.

14 **Section 10.3. Training Pay.** Court Clerks assigned to train newly hired regular or pro-tem
15 Court Clerks and office backups shall be paid a five percent (5%) training premium on their current
16 wage for all hours spent training. Court Clerk II's assigned to train Court Clerk I's in a Court Clerk
17 II position shall be paid a five percent (5%) training premium on their current wage for all hours
18 spent training. Training assignments must be made by the courtroom clerk manager or designee to
19 qualify for premium pay.

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

21 **Section 11.1** The Union and the County agree to incorporate changes to employee insurance
22 benefits which the County may implement as a result of any agreement of the Joint Labor
23 Management Insurance Committee.

24 **ARTICLE 12: REDUCTION IN FORCE/LAYOFF/RECALL**

25 **Section 12.1.** Employees laid off as a result of a lack of work and/or shortage of funds shall
26 be laid off according to seniority within classification as set forth in Article 13: Seniority, of this
27 Agreement, except as specified below in 13.2. The classifications to be laid off shall be at the sole
28 discretion of management.

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

4 In lieu of laying off an employee, the Director of the Department of Human Resources may
5 reassign such employee to a comparable, vacant position, when the Director determines such
6 reassignment to be in the best interest of the County.

7 **Section 12.2** . Employees scheduled to be laid off may exercise their right to bump
8 employees in a lower classification within the bargaining unit, provided that the employee has
9 performed and is qualified to perform the duties of the lower classification and the employee has
10 more seniority, as defined in Article 13, than the employee in the lower classification.

11 **Section 12.3**. Employees laid off shall be rehired in the inverse order of layoff; namely, those
12 laid off last will be rehired first.

13 **Section 12.4** . The County agrees to notify the Union at least fourteen (14) calendar days in
14 advance, in writing, of any anticipated reduction in force.

15 **Section 12.5**. Employees on layoff shall be referred to other positions within the Career
16 Service in accordance with the Personnel Guidelines. All employees who are laid off shall be placed
17 on a recall list with the employee with the most seniority who has passed probation in a classification
18 being recalled first. A laid off employee may be removed from the recall list for any of the following
19 reasons:

- 20 A. The expiration of two years (24 months) from the date of layoff;
- 21 B. Re-employment within the County in a similar position or job class;
- 22 C. Failure to report to work;
- 23 D. Failure to appear for a job interview after notification by telephone or by mail
24 addressed to the employee's last address on file with the County;
- 25 E. Failure to respond within seven (7) days to a communication regarding availability
26 of employment;
- 27 F. Request in writing by the laid off employee to be removed from the list.

28 If an employee who held a full time position accepts assignment to a part time position, they

1 shall nevertheless retain their recall rights to a full time position. If an employee accepts assignment
2 to a classification with a lower rate of pay than that of the position from which the employee was laid
3 off, they shall nevertheless retain recall rights to their former classification. An employee may elect
4 to refuse an offered position without forfeiting their recall rights; provided the option of refusal may
5 be exercised only once with subsequent refusal resulting in loss of recall rights.

6 **ARTICLE 13: SENIORITY**

7 **Section 13.1.** Seniority shall be defined as follows:

8 **A.** Length of service in classification within the bargaining unit except as described in
9 Section 12 .2 below.

10 **B.** An employee who is promoted to another classification within the bargaining unit
11 shall continue to accrue seniority in the classification from which the employee was promoted.

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

14 **Section 13.2.**

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

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

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

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

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

28 **F.** The Union will provide the department with a seniority list by January 15 each

1 year.

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

5 **ARTICLE 14: EMPLOYEE RIGHTS**

6 **Section 14.1. Job Status.** Probationary, short-term temporary, and term-limited temporary
7 employees are at will- employees.

8 **Section 14.2. Personnel Files:** The employee and/or representative may examine the
9 employee's personnel files if the employee so authorizes in writing. Material placed into the
10 employee's personnel files relating to job performance or personal character shall be brought to their
11 attention by providing a copy to the employee. The employee may challenge the propriety of
12 including it in the files. The employee shall have the right to insert documentation into the files,
13 providing such documentation is relevant to the challenge. Unauthorized persons shall not have
14 access to employee files or other personal data relating to employees and their employment with King
15 County.

16 **ARTICLE 15: MISCELLANEOUS**

17 **Section 15.1. Court Coverage and Transportation for Coverage.** Coverage of
18 courtrooms, whether at the RJC and the Seattle/Juvenile, is of the highest priority. To maximize the
19 potential for coverage, it may be necessary to require clerks to travel between the RJC and
20 Seattle/Juvenile. Absent extraordinary circumstances, 12:15 p.m. will be the latest time that the
21 department will direct a same day staff transfer. Extraordinary circumstances will be determined by
22 the Director or the person serving as Acting Director and shall be understood to mean those
23 circumstances that go beyond what is usual, regular, or customary. All employees may be
24 temporarily assigned to a work location other than their normal assignment. Transportation (bus fare,
25 taxi fare, or reimbursement for mileage) at management discretion to and from the alternate location
26 from the regularly scheduled location, and travel time shall be provided by King County for the first
27 day of such assignment. Assignments to other locations scheduled one working day in advance and
28 expected to run for more than one working day shall not be subject to the terms of this section. For

1 employees assigned to Harborview Medical Center, the County shall reimburse the employees for
2 taxi service when the employees are in transit during periods of darkness.

3 **Section 15.2. Work Rules.** Copies of all policies and procedures promulgated by the
4 Department of Judicial Administration to interpret and/or administer the provisions of this Agreement
5 and the Administrative Guidelines shall be provided to the Union.

6 **Section 15.3. Transfer/Training/Promotion.** Unsuccessful bargaining unit applicants for
7 transfer, training, and/or promotion within the bargaining unit will be verbally provided with the
8 reasons for the decision at the request of the employee. Such decisions shall not be a subject for
9 grievance under the Grievance Procedure.

10 **Section 15.4. Personal Auto.** No employee within the bargaining unit shall be required, as a
11 condition of employment, to provide a personal automobile for use in County business.

12 **Section 15.5. LMC.** The County and the Union agree to meet and discuss issues of common
13 concern during the term of this Agreement. The frequency of such meetings are to be determined by
14 the parties, by mutual agreement, given the issues to be discussed and the schedules of the parties.
15 Though the parties may at any time agree to a different arrangement, for the present the parties agree
16 to meet quarterly at a time and place agreed upon. This may be either during Court time or before or
17 after Court or during lunch time. Meetings may alternate between these times. The Union may be
18 accompanied by up to two shop stewards, who will be paid for this time.

19 **Section 15.6. Safety Meetings.** Management may schedule safety meetings, as necessary.
20 When required to attend safety meetings employees will be paid to attend.

21 **Section 15.7. Safety.** The County will provide employees with disposable latex gloves for
22 the purpose of handling contaminated or hazardous evidence.

23 **Section 15.8. Timelines.** Unless otherwise specified in this Agreement, references to days, if
24 five (5) or less, shall be considered working days. References to six (6) days or more, unless
25 otherwise specified in this Agreement, shall be considered calendar days.

26 **Section 15.9. Internet Usage.** Court clerks may have access to the internet on their
27 computers, with the understanding that DJA follows a zero-tolerance policy for misuse of the internet
28 during work time. Internet access before or after scheduled shifts and during break or lunch periods

1 is acceptable. DJA will regularly monitor Court Clerks' internet activity. All use of the internet by
2 Court Clerks must conform to the King County policy and guidelines on internet use, and any
3 applicable Board of Ethics Advisory Opinions. The union agrees not to grieve discipline related to
4 violations of internet access.

5 **Section 15.10. Recording Equipment.** Court clerks are responsible for operating court
6 recording equipment in accordance with established procedures. Operating the equipment includes
7 system checks prior to the court's initial session for the day, either morning or afternoon; or if the
8 system has been turned off and restarted, sound checks throughout proceedings, ensuring
9 microphones are functioning, visually monitoring equipment, and timely reporting of issues.

10 **Section 15.11. Probation.** All newly hired and promoted employees must serve a
11 probationary period as defined in the Personnel Guidelines. As the Guidelines specify, the
12 probationary period is an extension of the hiring process. Though probationary employees are "at-
13 will", grievances may only be filed on their behalf over non disciplinary matters. Probationary
14 employees may be separated without just cause or right to further appeal.

15 **Section 15.12.** DJA can replace Clerk positions with Legal Administrative Specialist III
16 positions, whose working title is Court Administrative Specialist (CAS), through the process of
17 attrition.

18 A. For purposes of this agreement attrition means that whenever an existing Clerk
19 position is vacated, DJA has the option of whether to fill that vacant position and, if it chooses to fill
20 the vacancy, fill it with a CAS or repurpose the position to meet other staffing needs in DJA.

21 B. Job Security - No Clerk will be forced by DJA to resign their position or be subject
22 to layoff for the purpose of DJA filling the position with a CAS, or be required to become a CAS by
23 virtue of this Section. A Clerk will be allowed to remain as a Clerk unless the Clerk retires,
24 voluntarily resigns, or the Clerk's employment relationship with DJA has ended or changed in any
25 other way (e.g., termination, demotion) pursuant to DJA's rights and the terms and conditions under
26 this Agreement.

27 C. Right to Return - A Clerk who applies for a CAS position and does not pass the
28 CAS probationary period or chooses to return to their former Clerk position before the end of the

1 CAS probation period will be allowed to do so and will maintain their Clerk seniority in accordance
2 with this Agreement. However, once the Clerk has successfully completed probation in the CAS
3 position, they will no longer have the right to return to their former Clerk position.

4 **ARTICLE 16: UNION REPRESENTATION**

5 **Section 16.1.** Authorized representatives of the Union may, after notifying the County
6 official in charge, visit the work location of employees covered by this Agreement at any reasonable
7 time for the purpose of investigating grievances but shall not conduct Union business on County time
8 and shall under no circumstances interrupt court proceedings.

9 **Section 16.2.** Authorized representatives of the Union may have reasonable access to its
10 members in County facilities for transmittal of information or representation purposes before work,
11 during lunch breaks, or other regular breaks, as long as the work of the County employees, services to
12 the public and court proceedings are unimpaired. Prior to contacting members in County facilities
13 such authorized agents shall make arrangements with the department director or designee.

14 **Section 16.3 .** The Union shall have the right to appoint stewards within departments where
15 its represented employees are employed under the terms of this Agreement. The maximum number
16 of stewards appointed shall be two (2).

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

20 **Section 16.4.** It shall be a violation of this Agreement to directly or indirectly interfere with,
21 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
22 their right to organize and designate representatives of their own choosing for the purpose of
23 collective bargaining or in the free exercise of any other right under RCW 41.56.

24 **Section 16.5.** A negotiating committee not to exceed two (2) persons may be selected from
25 amongst bargaining unit employees by the Union. Employees so selected may be released from work
26 duties to participate in face-to-face negotiation sessions to bargain the terms of this Appendix with
27 employer representatives only if such release does not interfere with court operations as determined
28 by the department director.

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ARTICLE 17: EQUAL EMPLOYMENT OPPORTUNITY

Allegations of unlawful discrimination shall not be a proper subject for the grievance procedure herein, but may instead be filed by an employee’s complaint pursuant to the procedures outlined in King County Policy, and if not resolved, with the appropriate human rights agency.

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

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 18.1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by an employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 18.2. Upon notification in writing by the County to the Union that any of its represented employees are engaged in a work stoppage, the Union shall immediately, in writing, order such employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

Section 18.3. Any employee who commits any act prohibited in this section will be subject in accord with the County’s Administrative Guidelines to the following action or penalties:

A. Discharge.

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

ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION

Section 19.1 Operational Clarification for Out of Class Work of Court Clerks. If

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


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

8 **ARTICLE 20: SCHEDULING OF PRO TEM COURT CLERKS**


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

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

17
18 **FOR PUBLIC SAFETY EMPLOYEES UNION:**

19 DocuSigned by:

20 A8D839F33F3042B...
Dustin Fredrick
21 Union Representative

22
23 **FOR KING COUNTY:**

24 DocuSigned by:

25 7234D66CAA4F4EF...
Andre Chevalier
26 Office of Labor Relations, Executive Office

