AGREEMENT BETWEEN

KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION

AND

PUBLIC SAFETY EMPLOYEES UNION

REGARDING SUPERIOR COURT CLERKS

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AGREEMENT BETWEEN

KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION

AND

PUBLIC SAFETY EMPLOYEES UNION

These articles constitute an 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: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with King County and to expressly set forth in writing the negotiated wages, hours and working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in RCW 41.56.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Section 2.2. It shall be a condition of employment that all regular full time and regular part time, and term-limited temporary employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee to the Union for their representation to the extent permitted by law. Those who are not members on the effective date of this Agreement shall become and remain members in good standing or pay an agency fee to the Union for their representation to the extent permitted by law. It shall also be a condition of employment that all employees covered by this

Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee to the Union for their representation to the extent permitted by law.

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

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

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

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

Section 2.5. The County will require all new employees hired into a position included in the bargaining unit to sign a form (in triplicate) which will inform them of the Union's exclusive

recognition. (One copy of the form will be retained by the County, one by the employee and the original sent to the Union.) The County will notify the Union of any employee leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

Section 2.6. The County will transmit to the Union 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 2.7. The County will notify the Union of the names of new hires covered by this Agreement prior to the start date of those new hires.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

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

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

E. The right to define and implement a common biweekly payroll system that will

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

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

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

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

ARTICLE 5: HOURS OF WORK AND OVERTIME

Section 5.1. Regular Schedules. The standard workweek shall consist of five (5)

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

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

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

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

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

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

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

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

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

2. If necessary, telephone contact with the scheduler, or, if the scheduler does not

answer, a voicemail message to the scheduler.

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

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

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

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

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

Reporting of overtime. Work performed beyond seven (7) hours in a day shall be reported in five-minute increments. Accumulations of such time must be turned in at the end of the week, or if

unable to turn in at the end of the week due to absence, turned in on the first workday following that absence. Employees must report any overtime worked on their current time reports. Employees shall not be permitted to hold the submission of their overtime and may not delay reporting overtime for the purpose of deferring overtime payment to a later paycheck.

Section 5.5. Compensatory Time. In lieu of overtime pay, an employee may request, in writing, prior to working the overtime, compensatory time at the rate of straight time for each hour worked in excess of thirty five (35) and less than forty (40) and at the rate of time and one half for each hour worked in excess of forty (40) hours in one week, provided:

(a) all comp time must be authorized by Department management;

(b) All compensatory time must be used within two weeks of date earned;

(c) If denied, the overtime work will be compensated with overtime pay;

(d) A denial of a request to be compensated for overtime hours worked with comp time rather than overtime pay is within the sole discretion of management and is not subject to the grievance procedure of this collective bargaining agreement, but may be discussed in Labor Management Meetings.

(e) An employee will be compensated for unused compensatory time at the rate of pay at which it was accrued.

(f) Employees who leave employment with the County shall be compensated at the rate of pay at which it was accrued for any unused compensatory time.

The parties agree to review the accrual and use of comp time at the end of ninety days from the date the contract is implemented to consider adding another week to the two week window period described in item (b) above. In addition, after an additional ninety days from the first review, the parties agree to conduct a second review to consider adding a fourth week to the window period. Thereafter, for the duration of the contract, the parties agree to conduct such a review at the end of each calendar year and utilize the labor–management committee process to make adjustments to the window period for comp time use; if said adjustments are mutually agreed upon by both parties.

Section 5.6. Call outs. A minimum of four (4) hours shall be allowed for each call out. A "call out" is the requirement to return to work on a day or portion thereof not normally scheduled as a

part of said employee's workweek. Where such work exceeds four (4) hours, the actual hours worked shall be allowed, at overtime rates if such work falls under the terms of Section 5.4 above. This minimum hour provision shall not apply to overtime worked immediately before or after a scheduled shift. Such work shall be compensated for according to Section 5.4 above and the normally scheduled shift shall be paid at the straight time rate. There shall be no pyramiding of overtime and call out pay.

Section 5.7. If any provision of this Article conflicts with minimum standards established by RCW 49.46, then that provision shall be automatically amended to provide the minimum standards.

Section 5.8. If a clerk is available while a court is down during the work day, the clerk will report his or her availability to a supervisor or delegate within 10 minutes and proceed appropriately.

ARTICLE 6: VACATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7: PRODUCTIVITY, ATTENDANCE AND LEAVES

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

Section 7.2. The Employer agrees to provide a minimum of four (4) vacation slots per day. In addition, the Employer will change the number of vacation slots available to employees as described in Sections 7.3 and 7.4 of this Article.

Section 7.3. The employer will provide a minimum of five (5) vacation slots for each day, during the week in which Christmas falls, in addition to the Appointment Slots mentioned in Sections 7.6 through 7.8 of this Article.

Section 7.4. The Employer will add one (1) vacation slot for each day in the month of July, for a total of five (5) slots; and two (2) additional vacation slots for each day in the month of August, for a total of six (6) slots; in addition to the Appointment slots mentioned in Sections 7.6 through 7.8 of this Article.

Section 7.5 The Employer will increase the number of vacation slots available during the annual three (3) day Judicial Conference. During this three (3) day period, the Employer will Make eight (8) slots available.

Section 7.6. The Employer will add two (2) additional slots of leave every day, Monday through Thursday, as "Appointment Slots". One (1) of these slots will be provided each day at the Regional Justice Center (RJC), and one (1) of these slots will be shared each day by Seattle and

Juvenile Courts. These slots will be divided into four (4), two (2) hour increments. Employees may request an Appointment Slot to attend to personal business. Vacation or sick leave time will be debited from employees' leave banks as appropriate. Employees may request to use a single Appointment Slot, or two (2) consecutive Appointment Slots (in a given day). Requests to use the Appointment Slots must be made at least twenty-four (24) hours in advance of the time off. The Appointment Slots will be granted to employees on a first come, first served basis.

Section 7.7. Exceptions to the aforementioned maximum of two (2) Appointment Slots per day may be permitted in cases where an employee is requesting time off to perform volunteer services at the school attended by the employee's child. In this event, any number of Appointment Slots may be approved in a given day, Monday through Thursday. Such time off shall be charged against the employee's sick leave (as provided in Article 8, Section 8.14 of this Agreement).

Section 7.8. Aside from the Monday-Thursday Appointment Slots provided in Section 7.6, and when staffing levels permit, management may approve time off on Fridays for the purpose of volunteering services at the school attended by the employee's child (as provided in Article 8, Section 8.14 of this Agreement).

Section 7.9. The additional vacation slots provided in Sections 7.9 through 7.12 of this Article shall be known as Incentive Leave. With the exception of the Appointment Slots provided in Sections 7.6 through 7.8, all Incentive Leave is shared by eligible employees between Seattle, Juvenile, and RJC facilities. For example, the additional vacation slot for July is shared between the three (3) facilities; there is not a new vacation slot in July for each of the three (3) facilities.

Section 7.10. The Employer will provide an incentive to employees if they can collectively reduce their sick leave usage. In any given calendar month, if sick leave averages 3.5 absences per day or less, the Employer will add one (1) additional vacation slot for a full month, two (2) months later. For example, if March sick leave is 3.5 absences per day as an average, the Employer will allow one (1) additional person to use vacation every day in the month of May.

Section 7.11. The Employer will provide an incentive to employees if they can collectively increase their production of documents. If the bargaining unit can collectively process 24,000 or more documents in a four (4) week calendar month, or 30,000 or more documents in a five (5) week

calendar month, the Employer will add one (1) additional vacation slot two (2) months later.

a. If, in no more than one (1) week during the calendar month, production falls below 6,000 documents, but the target for the month has been achieved, the vacation slot shall be awarded.

b. For example, in a four (4) week month, if employees collectively process 24,000 or more documents in the month of March, the Employer will allow one (1) additional person to use vacation every day in the month of May. If the goal was not attained in the month of March, employees shall be entitled to the ordinary amount of vacation time allotted for May (in addition to any other days as may be provided elsewhere in this Article).

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

Section 7.12. The Union and the Employer encourage employees to work together to maximize the opportunity for the success of this program. To that end, the Employer commits to:

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

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

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

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

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

c. Provide alternate workstations to employees who are unable to docket due to a lack of appropriate software or equipment.

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

Section 7.13. When there is adequate coverage in the courts, the Employer will fairly

consider and approve requests to leave early on a first come, first served basis. Vacation or compensatory time will be debited from the employees' leave banks as appropriate.

Section 7.14. The list of employees who have previously submitted requests for time off shall be updated regularly, and available to employees for review on a "read only" basis on the computer system.

ARTICLE 8: SICK LEAVE

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

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

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

A. Employee illness;

B. Noncompensable injury of an employee (e.g., those injuries generally not eligible for workers' compensation payments);

C. Employee disability due to pregnancy or childbirth;

D. Employee exposure to contagious diseases and resulting quarantine;

E. Employee keeping medical, dental, or optical appointments. For routine medical, dental or optical appointments, the employee must submit an absence request form to the employee's immediate supervisor and receive the supervisor's approval for such absence prior to the absence.

The absence request form must be submitted one (1) week in advance. The supervisor shall approve or deny the written request within twenty-four (24) hours of the submission of the request.

F. Sick leave may be used to care for family members of an employee in accordance with Section 8.13 of this Article.

Section 8.4. Increments. Sick leave may be used in one-quarter hour increments at the discretion of the department director.

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

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

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

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

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

Such statements must indicate verification of the illness and the necessary duration of the absence. The statement must be provided directly to the supervisor. Failure to provide a written

statement within three (3) working days of the employee's return to work will result in unauthorized leave without pay and may result in disciplinary action.

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

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

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

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

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

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

Section 8.8. Cash out of sick leave upon retirement or death. County employees who have at least five (5) years County service and who retire as a result of length of service or who

terminate by reason of death shall be paid an amount equal to thirty-five (35) percent of their unused accumulated sick leave. All payments shall be based on the employee's base rate.

Section 8.9. Sick leave traceable to other employment. Sick leave because of an employee's physical incapacity shall not be approved where the injury is directly traceable to employment other than with the County where such employment is covered by the provisions of the state industrial insurance laws. Prohibition of sick leave benefits under this section is not waived should the employee be unsuccessful in obtaining state benefits, nor may such payments be supplemented with County sick leave benefits.

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

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

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

Section 8.13. Family Care.

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

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

verification will include:

1. severity of illness or injury and nature of care needed;

2. a statement indicating that no other person is available and/or capable of providing care for the ill or injured sibling.

B. Transportation for Medical Reasons. Family care sick leave shall be approved for accompanying or transporting immediate family members to and from a hospital or to medical or dental appointments, providing the immediate family member is a minor child, is infirm, or cannot reasonably get to and from the appointment without the employee's aid.

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

D. Family Care Leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

benefit.

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

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

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

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

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

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

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

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

Section 8.17. Maternity Leave. Maternity leave shall be granted for temporary disability due to pregnancy or childbirth at the discretion of the department director and in accordance with WAC 162-30-020. Accrued sick leave and vacation may be used for maternity leave. An employee on maternity leave retains the King County subsidy for benefits as provided by the King County insurance committee.

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

ARTICLE 9: HOLIDAYS

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

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

and any designated by public proclamation of the chief executive of the state as a legal holiday. In addition, each employee shall receive two (2) additional personal holidays. These days shall be administered through the vacation plan. One (1) day shall accrue as of the first of October and the

second day shall accrue as of the first of November of each year. Employees will be able to use these days in the same manner as they use vacation days earned.

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

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

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

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

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

ARTICLE 10: WAGE RATES

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

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

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

Section 10.2. Cost of Living Adjustments.

A. The squared table will be adjusted upwards each year to reflect the Cost of Living Adjustments (COLA) as set forth in the attached Memorandum of Agreement (Addressing The 2011 Budget Crisis), attached as Addendum B and incorporated herein by reference; Document Code: 020C0112_Addendum B_000U0310_COLA-2011_020_scsg.pdf.

B. In 2014, the parties agree to open negotiations on the subject of a 2015 COLA.

Section 10.3. New employees shall be hired at Step 1 of their respective pay range and advanced to Step 2 after the successful completion of a six (6) month probation period. Advancement to Step 2 may be denied upon serving written notice to the employee specifying the reason thereof. Employees on Steps 2 through 9 on January 1 of each year shall move one step, provided that they are

not on probation and have satisfactorily performed their job.

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

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

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

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

ARTICLE 12: WORK OUTSIDE OF CLASSIFICATION

Section 12.1.

A. All work outside of classification shall be assigned in writing by the courtroom clerk manager or his/her designee. A Court Clerk I assigned to work in a Court Clerk II position for at least one (1) hour shall be paid for each such assignment as outlined in paragraph (B). An employee assigned to work in the Court Clerk Supervisor position for ten (10) consecutive work days shall be paid as outlined in paragraph (B) beginning on the eleventh (11th) day of such assignment.

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

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

Regional Justice Center.

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

ARTICLE 13: REDUCTION IN FORCE/LAYOFF/RECALL

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

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

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

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

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

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

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

A. The expiration of two years (24 months) from the date of layoff;

B. Re-employment within the County in a similar position or job class;

C. Failure to report to work;

D. Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County;

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

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

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

ARTICLE 14: SENIORITY

Section 14.1. Seniority shall be defined as follows:

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

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

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

Section 14.2.

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

B. Employees transferred, promoted or rehired into the bargaining unit who have worked in the Department of Judicial Administration within two (2) years shall be given two (2) months of bargaining unit seniority for each full year (12 months) of department service. Fractions of

a full year shall be prorated on a one for six (6) basis.

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

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

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

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

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

ARTICLE 15: EMPLOYEE RIGHTS

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

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

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

ARTICLE 16: GRIEVANCE PROCEDURE

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

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

Section 16.1. Definition.

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

Section 16.2. Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 17: MISCELLANEOUS

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

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

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

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

employees for taxi service when the employees are in transit during periods of darkness.

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

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

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

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

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

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

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

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

Section 17.13. 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.

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.

Section 17.16. Court clerks are responsible for operating court recording equipment in accordance with established procedures. Operating the equipment includes system checks prior to the court's initial session for the day, either morning or afternoon; or if the system has been turned off and restarted, sound checks throughout proceedings, ensuring microphones are functioning, visually monitoring equipment, and timely reporting of issues.

ARTICLE 18: SCHEDULING OF PRO TEM COURT CLERKS

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

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

covered by a Pro Tem or not.

ARTICLE 19: UNION REPRESENTATION

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

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

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

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

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

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

ARTICLE 20: EQUAL EMPLOYMENT OPPORTUNITY

The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of race, color,

sex, religion, national origin, religious belief, marital status, age, sexual orientation, ancestry or the presence of any sensory, mental or physical handicap (SMPH) unless based on a bona fide occupational qualification reasonably necessary to the operations of the County. 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 21: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 21.1. 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 21.2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members 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 21.3. 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 22: SAVINGS CLAUSE

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

ARTICLE 23: DURATION

This Agreement shall become effective when ratified by the parties, and covers the period January 1, 2012 through December 31, 2015. Written notice of desire to modify this Agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration.

APPROVED this 31 day of August, 2012.

By: _____
King County Executive

_____ 8/9/12
Public Safety Employees Union

cba Code: 020 Union Code: H6

ADDENDUM A

PUBLIC SAFETY EMPLOYEES UNION

SUPERIOR COURT CLERKS

King County 10 Step Hourly Squared Schedule

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

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

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
PUBLIC SAFETY EMPLOYEES UNION
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Public Safety Employees Union - Superior Court Clerks - Judicial Administration

cba Code	Union	Contract
020	PSEU	Superior Court Clerks - Judicial Administration

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Public Safety Employees Union agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

ADDENDUM B

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

ADDENDUM B

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Public Safety Employees Union:

11/4/10
Date

For King County:

P. Cole-Tindall

11-5-10
Date

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office