

Master Labor Agreement (MLA) - Appendix 43
Agreement Between King County
And
Public Safety Employees Union
Superior Court Clerks - Judicial Administration
[020]

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1 initiation fee to a non-religious charitable organization mutually agreed upon by the employee
2 affected and the bargaining representative to which such employee would otherwise pay the dues and
3 initiation fee. The employee shall furnish written proof that such payment has been made. If the
4 employee and the Union cannot agree on the non-religious charity, the Public Employment Relations
5 Commission shall designate the charitable organization. All initiation fees and dues paid either to the
6 Union or charity shall be for non-political purposes.

7 **Section 2.3. Dues Deduction and Exclusive Representation:** The County will require new
8 bargaining unit employees to sign a form which will inform them of the Union's exclusive
9 recognition. Upon receipt of signed acknowledgement by employee of the union's exclusive
10 representation, and receipt of signed authorization by employee allowing for dues deduction, the
11 County shall have deducted from the pay of such employee the amount of dues as certified by the
12 secretary-treasurer of the Union and transmit the same to the secretary-treasurer of the Union.

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

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

22 **Section 2.5.** Union Notification: Per MLA Article 20.

23 **Section 2.6.** Union Requests: The County will transmit to the Union twice a year, upon
24 request, a current listing of all employees in the unit. Such list shall indicate the name of the
25 employee, wage rate, job classification and department or unit. The County will notify the Union of
26 any employee leaving the bargaining unit because of termination, layoff, leave of absence or
27 dismissal.

28 **Section 2.7.** King County shall, upon receipt of a written authorization form that conforms to

1 legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution
2 the employee voluntarily chooses for deduction for political purposes and shall transmit the same to
3 the Union.

4 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

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

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

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

1 practices, to the extent required by law;

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

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

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

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

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

1 with management.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **Section 5.5. Overtime.** Except as otherwise provided in this Article, employees on a five-
21 day schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of
22 forty (40) hours in one week, exclusive of lunch period. All overtime shall be authorized in advance
23 by the courtroom clerk supervisor or designee in writing. If overtime is required because of Court
24 proceedings, and seeking approval would cause the Court to halt proceedings, the work will be
25 considered authorized overtime. If the court is not in session, the clerk will request authorization
26 from the supervisor by email to work overtime. Requests will be presumed granted unless a response
27 is received by the employee from the supervisor or designee. Saturday and Sunday work is not
28 overtime when it is a regularly scheduled workday for the individual. Time should be reported for

1 pay pursuant to the provisions described in this Article.

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

8 **Section 5.6. Compensatory Time.** In lieu of overtime pay, an employee may request, in
9 writing, prior to working the overtime, compensatory time at the rate of straight time for each hour
10 worked in excess of thirty five (35) and less than forty (40) and at the rate of time and one half for
11 each hour worked in excess of forty (40) hours in one week, provided:

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

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

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

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

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

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

23 The parties agree to review the accrual and use of comp time at the end of ninety days from
24 the date the contract is implemented to consider adding another week to the two week window period
25 described in item (b) above. In addition, after an additional ninety days from the first review, the
26 parties agree to conduct a second review to consider adding a fourth week to the window period.
27 Thereafter, for the duration of the contract, the parties agree to conduct such a review at the end of
28 each calendar year and utilize the labor-management committee process to make adjustments to the

1 window period for comp time use; if said adjustments are mutually agreed upon by both parties.

2 **Section 5.7. Call outs:** Per MLA; After Hours Support Article 33 incorporated in full.

3 **Section 5.8. FLSA:** If any provision of this Article conflicts with minimum standards
4 established by RCW 49.46, then that provision shall be automatically amended to provide the
5 minimum standards.

6 **Section 5.9. "Down Time":** If a clerk is available while a court is down during the work day,
7 the clerk will report his or her availability to a supervisor or delegate within 10 minutes and proceed
8 appropriately.

9 **ARTICLE 6: VACATIONS – Per MLA Article 35 AND VACATION LEAVE CAP – Per**
10 **MLA Article 9**

11 In Addition to MLA Article 35:

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

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

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

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

1 procedure until all employees have had an opportunity to make a selection.

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

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

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

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

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

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

26 In Addition to MLA Articles 34 and 35:

27 **Section 7.1.** The Union and Employer agree to reward regular and reliable attendance,
28 improve productivity, and enhance employees' access to approved leave time by the program set

1 forth in this Article to increase the number of vacation slots and appointment slots available. A
2 vacation slot is one work day that is available to be approved as vacation leave for one employee. An
3 appointment slot is a two-hour portion of a work day that is available to be approved for one
4 employee as vacation or sick leave, as appropriate, for personal business or health care appointments.
5 Employees will accrue and request approval for leave as provided in Article 6 (Vacations) or
6 Article 8 (Sick Leave) as appropriate. The number of vacation and sick leave slots specified below in
7 7.2 through 7.6 will be adjusted by management each year based on staffing levels. (These numbers
8 are intended to maintain the approximate current staff to leave slot ratios). The annual adjusted
9 figures will be published to employees in the fall prior to the end of each year for use in the
10 upcoming year. Questions or concerns about these adjustments shall be presented in LMC.
11 The following numbers are effective 1-1-18.

12 **Section 7.2.** The Employer agrees to provide a minimum of three (3) vacation slots per day.
13 In addition, the Employer will change the number of vacation slots available to employees as
14 described in Sections 7.3 and 7.4 of this Article.

15 **Section 7.3.** The employer will provide a minimum of three (3) vacation slots for each day,
16 during the week in which Christmas falls, in addition to the Appointment Slots mentioned in Sections
17 7.6 through 7.8 of this Article.

18 **Section 7.4.** The Employer provide each day in the month of July, for a total of three (3)
19 slots; and will add one (1) additional vacation slots for each day in the month of August, for a total of
20 four (4) slots; in addition to the Appointment slots mentioned in Sections 7.6 through 7.8 of this
21 Article.

22 **Section 7.5.** The Employer will increase the number of vacation slots available during the
23 annual three (3) day Judicial Conference. During this three (3) day period, the Employer will make
24 five (5) slots available.

25 **Section 7.6.** The Employer will add one (1) additional slots of leave every day, Monday
26 through Thursday, as "Appointment Slots". These slots will be divided into four (4), two (2) hour
27 increments. Employees may request an Appointment Slot to attend to personal business. Vacation or
28 sick leave time will be debited from employees' leave banks as appropriate. Employees may request

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

4 **Section 7.7.** Exceptions to the aforementioned maximum of two (2) Appointment Slots per
5 day may be permitted in cases where an employee is requesting time off to perform volunteer
6 services as provided in the MLA Article 4 (Leave for Volunteer Service).

7 **Section 7.8.** Aside from the Monday-Thursday Appointment Slots provided in Section 7.6,
8 and when staffing levels permit, management may approve time off on Fridays for the purpose of
9 volunteering services as provided in the MLA Article 4.

10 **Section 7.9. Wellness Incentive:** The Employer will provide an incentive to employees if
11 they can collectively reduce their sick leave usage. In any given calendar month, if sick leave
12 averages 1.75 absences per day or less, the Employer will add one (1) additional vacation slot for a
13 full month, two (2) months later. For example, if March sick leave is 1.75 absences per day as an
14 average, the Employer will allow one (1) additional person to use vacation every day in the month of
15 May.

16 **Section 7.10.** When there is adequate coverage in the courts, the Employer will fairly
17 consider and approve requests to leave early on a first come, first served basis. Vacation or
18 compensatory time will be debited from the employees' leave banks as appropriate.

19 **Section 7.11.** The list of employees who have previously submitted requests for time off shall
20 be updated regularly, and available to employees for review on a "read only" basis on the computer
21 system.

22 **ARTICLE 8: SICK LEAVE**

23 Per MLA Articles 34, 8, and 11.

24 In Addition to MLA Article 34:

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

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

28 A. The employee is not entitled to sick leave if not previously earned or donated. The

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

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

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

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

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

25 Court Clerks have the option of having a doctor's note faxed to their place of employment.
26 Any clerk who chooses to exercise this option is waiving any and all privacy restrictions as it relates
27 to the contents of that particular note. It will remain the responsibility of the clerk to retrieve the note
28 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.

Section 8.3. Bereavement Leave - Per MLA Article 8.

Section 8.4. 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 8.5 Use of Sick Leave to Volunteer: Per MLA Article 4 (Leave for Volunteer Service)

Section 8.6 Transferring and Donating Vacation and Sick Leave: Per MLA Article 6 (Donated Leaves)

ARTICLE 9: HOLIDAYS

Per MLA Article 10.

In Addition to MLA Article 10:

Holiday Pay: Holidays paid for but not worked shall be recognized as time worked for

1 the purpose of determining weekly overtime.

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

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

7 **ARTICLE 10: WAGE RATES**

8 In Addition to MLA and Total Compensation Agreements:

9 **Section 10.1. Rates of Pay.** Court Clerk I's and Court Clerk II's shall receive wage rates in
10 accordance with the appropriate King County hourly "squared table."

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

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

15 **Section 10.2. Step Placement:** New employees shall be hired at Step 1 of their respective pay
16 range and advanced to Step 2 after the successful completion of a six (6) month probation period.
17 Advancement to Step 2 may be denied upon serving written notice to the employee specifying the
18 reason thereof. Employees on Steps 2 through 9 on January 1 of each year shall move one step,
19 provided that they are not on probation and have satisfactorily performed their job.

20 **Section 10.3. Training Pay.** Court Clerks assigned to train newly hired regular or pro-tem
21 Court Clerks and office back ups shall be paid a five percent (5%) training premium on their current
22 wage for all hours spent training. Court Clerk II's assigned to train Court Clerk I's in a Court Clerk
23 II position shall be paid a five percent (5%) training premium on their current wage for all hours
24 spent training. Training assignments must be made by the courtroom clerk manager or designee to
25 qualify for premium pay.

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

27 Per MLA Article 25.
28

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

2 Per MLA Article 37.

3 **Operational Clarification for Out of Class Work of Court Clerks:** If singular functions of
4 a Court Clerk II are distributed amongst several clerks, as part of a judicial organization or work, and
5 if those singular work components would be considered Court Clerk I work, wages paid will be at the
6 Court Clerk I level, excluding the Omnibus calendar at the Regional Justice Center.

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

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

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

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

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

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

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

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

28 **Section 13.5.** Employees on layoff shall be referred to other positions within the Career

1 Service in accordance with the Personnel Guidelines. All employees who are laid off shall be placed
2 on a recall list with the employee with the most seniority who has passed probation in a classification
3 being recalled first. A laid off employee may be removed from the recall list for any of the following
4 reasons:

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

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

19 **ARTICLE 14: SENIORITY**

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

- 21 A. Length of service in classification within the bargaining unit except as described in
22 Section 2 below.
- 23 B. An employee who is promoted to another classification within the bargaining unit
24 shall continue to accrue seniority in the classification from which he or she was promoted.
- 25 C. In the event that two (2) employees have the same seniority, then performance, as
26 determined by the most recent performance evaluation, shall determine the order of layoff.

27 **Section 14.2.**

- 28 A. Employees who were in positions covered by this Agreement on July 29, 1981

1 shall have all time worked in the Department of Judicial Administration applied to determine
2 seniority status.

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

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

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

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

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

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

18 **ARTICLE 15: EMPLOYEE RIGHTS**

19 **Section 15.1.** Probationary and term-limited temporary employees are at will employees.

20 **Section 15.2.** Personnel Files: The employee and/or representative may examine the
21 employee's personnel files if the employee so authorizes in writing. Material placed into the
22 employee's personnel files relating to job performance or personal character shall be brought to
23 his/her attention by providing a copy to the employee. The employee may challenge the propriety of
24 including it in the files. The employee shall have the right to insert documentation into the files,
25 providing such documentation is relevant to the challenge. Unauthorized persons shall not have
26 access to employee files or other personal data relating to employees and their employment with King
27 County.
28

1 **ARTICLE 16: GRIEVANCE PROCEDURE**

2 Per MLA Articles 26 and 27.

3 **ARTICLE 17: MISCELLANEOUS**

4 **Section 17.1. Union Leave:** - Per MLA Article 22.

5 **Section 17.2. Court Coverage and Transportation for Coverage:** Coverage of
6 courtrooms, whether at the RJC and the Seattle/Juvenile, is of the highest priority. To maximize the
7 potential for coverage, it may be necessary to require clerks to travel between the RJC and
8 Seattle/Juvenile. Absent extraordinary circumstances, 12:15 p.m. will be the latest time that the
9 department will direct a same day staff transfer. Extraordinary circumstances will be determined by
10 the Director or the person serving as Acting Director and shall be understood to mean those
11 circumstances that go beyond what is usual, regular, or customary. All employees may be
12 temporarily assigned to a work location other than their normal assignment. Transportation (bus fare,
13 taxi fare, or reimbursement for mileage per Section 2, at management discretion) to and from the
14 alternate location from the regularly scheduled location and travel time shall be provided by King
15 County for the first day of such assignment. Assignments to other locations scheduled one working
16 day in advance and expected to run for more than one working day shall not be subject to the terms of
17 this section. For employees assigned to Harborview Medical Center, the County shall reimburse the
18 employees for taxi service when the employees are in transit during periods of darkness.

19 **Section 17.3. Bulletin Boards:** Per MLA Article 23.

20 **Section 17.4. Work Rules:** Copies of all policies and procedures promulgated by the
21 Department of Judicial Administration to interpret and/or administer the provisions of this Agreement
22 and the Administrative Guidelines shall be provided to the Union.

23 **Section 17.5. Transfer/Training/Promotion:** Unsuccessful bargaining unit applicants for
24 transfer, training, and/or promotion within the bargaining unit will be verbally provided with the
25 reasons for the decision at the request of the employee. Such decisions shall not be a subject for
26 grievance under the Grievance Procedure.

27 **Section 17.6. Personal Auto:** No employee within the bargaining unit shall be required, as a
28 condition of employment, to provide a personal automobile for use in County business.

1 **Section 17.7. Job Posting** - Per MLA Article 18.

2 **Section 17.8. LMC:** The County and the Union agree to meet and discuss issues of common
3 concern during the term of this Agreement. The frequency of such meetings are to be determined by
4 the parties, by mutual agreement, given the issues to be discussed and the schedules of the parties.
5 Though the parties may at any time agree to a different arrangement, for the present the parties agree
6 to meet quarterly at a time and place agreed upon. This may be either during Court time or before or
7 after Court or during lunch time. Meetings may alternate between these times. The Union may be
8 accompanied by up to two shop stewards, who will be paid for this time.

9 **Section 17.9. Safety Meetings:** Management may schedule safety meetings, as necessary.
10 When required to attend safety meetings employees will be paid to attend.

11 **Section 17.10. Safety:** The County will provide employees with disposable latex gloves for
12 the purpose of handling contaminated or hazardous evidence.

13 **Section 17.11. Timelines:** Unless otherwise specified in this Agreement, references to days,
14 if five (5) or less, shall be considered working days. References to six (6) days or more, unless
15 otherwise specified in this Agreement, shall be considered calendar days.

16 **Section 17.12. Internet Usage:** Court clerks may have access to the internet on their
17 computers, with the understanding that DJA follows a zero-tolerance policy for misuse of the internet
18 during work time. Internet access before or after scheduled shifts and during break or lunch periods
19 is acceptable. DJA will regularly monitor Court Clerks' internet activity. All use of the internet by
20 Court Clerks must conform to the King County policy and guidelines on internet use, and any
21 applicable Board of Ethics Advisory Opinions. The union agrees not to grieve discipline related to
22 violations of internet access.

23 **Section 17.13. Recording Equipment:** Court clerks are responsible for operating court
24 recording equipment in accordance with established procedures. Operating the equipment includes
25 system checks prior to the court's initial session for the day, either morning or afternoon; or if the
26 system has been turned off and restarted, sound checks throughout proceedings, ensuring
27 microphones are functioning, visually monitoring equipment, and timely reporting of issues.

28 **Section 17.14. Probation:** All newly hired and promoted employees must serve a

1 probationary period as defined in the Personnel Guidelines. As the Guidelines specify, the
2 probationary period is an extension of the hiring process. Though probationary employees are “at
3 will”, grievances may be filed on their behalf over non disciplinary matters.

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

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

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

13 **ARTICLE 19: UNION REPRESENTATION**

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

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

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

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

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

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

9 **ARTICLE 20: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

22 **Section 21.1.** The County and the Union agree that the public interest requires efficient and
23 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
24 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
25 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
26 duties, sick leave absence which is not bona fide, or other interference with County functions by
27 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
28 to end such interference. Any concerted action by an employee in the bargaining unit shall be

1 deemed a work stoppage if any of the above activities have occurred.

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

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

9 A. Discharge.

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

11 **ARTICLE 22: SAVINGS CLAUSE**

12 Per MLA Article 30.

1 **ARTICLE 23: DURATION**

2 Per MLA Article 31.

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5 APPROVED this 15 day of MARCH, 2018.

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8 By: Dow Constance
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10 King County Executive

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13 Public Safety Employees Union:

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16 Dustin N. Frederick 2/6/18
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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.