

ORDINANCE NO. 1958

AN ORDINANCE approving and adopting collective bargaining agreements negotiated by and between King County and certain labor organizations, amending Ordinance 1473, Section 1,

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 1473, Section 1, as amended, is amended to read as follows:

Approval and adoption is hereby made of the collective bargaining agreements attached hereto and by this reference made a part hereof negotiated by and between King County and the following labor organizations:

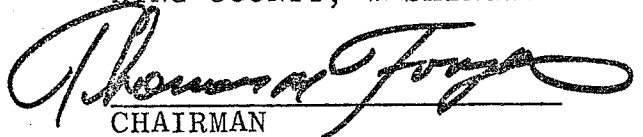
- Professional & Technical Engineers Association, Local 17
- Washington State Council of County & City Employees-  
Medical Examiner
- Washington State Council of County & City Employees-  
Juvenile Court
- Washington State Nurses Association-Juvenile Court
- Public Safety Employees, Local 519
- International Brotherhood of Electrical Workers, Local 77
- Joint Crafts Council
- Construction Crafts
- Teamsters, Local 309 (Courthouse)
- Teamsters, Local 174 (Public Works)
- Teamsters, Local 910 (Public Works)
- Teamsters, Local 763 (Assessors)
- Washington State Council of County & City Employees-  
(General Services)
- Teamsters, Local 174 (Animal Control)

1 . Public Service Employees, Local 674  
2 . Offset Workers, Printing Pressman & Assistants Union  
3 Local 39  
4 Washington State Council of County & City Employees-  
5 General Services (Effective January 1, 1974)  
6 Professional & Technical Engineers Association, Local 17  
7 (Effective January 1, 1974)

8  
9 INTRODUCED AND READ for the first time this 11<sup>th</sup> day of  
10 March, 1974.

11 PASSED this 8<sup>th</sup> day of April, 1974.

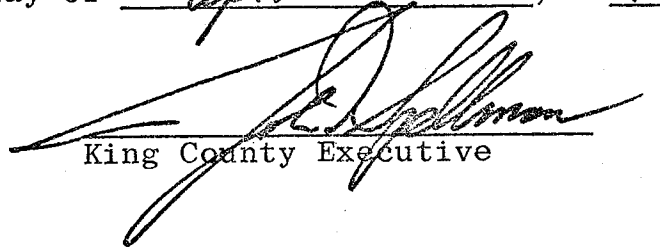
12  
13 KING COUNTY COUNCIL  
14 KING COUNTY, WASHINGTON

15   
16 CHAIRMAN

17 ATTEST:

18  
19   
20 Clerk of the Council

21 APPROVED this 10<sup>th</sup> day of April, 1974.

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24 King County Executive  
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*Council*

KING COUNTY OFFICE OF PERSONNEL

MEMORANDUM

Date: November 9, 1973

To: Juvenile Court, Board of Managers  
From: Albert G. Ross, Chairman,  
Subject: Juvenile Court Board of Managers Negotiating Committee  
COLLECTIVE BARGAINING AGREEMENT - 1974

The Washington State Nurses Association, Inc. and the Juvenile Court Board of Managers Negotiating Committee, having completed the attached Collective Bargaining Agreement, hereby recommend it for approval to the Juvenile Court Board of Managers.

*Kenneth E. Hum*  
Washington State Nurses  
Association, Inc.

*Albert G. Ross*  
Albert G. Ross, Chairman  
Juvenile Court Board of Managers  
Negotiating Committee

AGR:DWS:et

Attachment

*Original delivered to Mrs. Buckland (uphonyes)  
1-10-74 per Board of Managers mta 1-11-74*

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CONTRACT BETWEEN  
KING COUNTY JUVENILE COURT BOARD OF MANAGERS

AND

WASHINGTON STATE NURSES ASSOCIATION, INC.

1  
2  
3 These articles constitute a contract, terms of which have been  
4 negotiated in good faith, between the Juvenile Court Board of  
5 Managers Negotiating Committee and the signatory organization  
6 subscribing thereto. All conditions contained in this Contract  
7 shall be subject to approval by the Juvenile Court Board of  
8 Managers and the King County Superior Court. This Contract shall  
9 also be subject to ratification by the King County Council and  
10 King County Executive to the extent authorized by state law.  
11

12 ARTICLE I: PURPOSE

13 The intent and purpose of this Contract is to promote the  
14 continued improvement of the relationship between the Juvenile  
15 Court Board of Managers and its employees represented by the  
16 Washington State Nurses Association, Inc. signatory hereto.  
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1 Section (1) The Juvenile Court Board of Managers recognizes  
2 the Association as the exclusive bargaining agent for all employ-  
3 ees whose job categories are listed in the attached Addendum A  
4 and work under the department also listed.

5 Section (2) All employees covered by this Contract who are  
6 or become members of the Association in good standing following  
7 the effective date of this Contract shall, as a condition of their  
8 employment, remain members of the Association in good standing  
9 during the term of this Contract. This provision shall not apply  
10 to any employee, who, within thirty (30) days preceding the next  
11 ending of this Contract, shall withdraw from the Association by  
12 sending a signed withdrawal letter to the office of the local  
13 Association with a copy to the Juvenile Court Board of Managers.  
14 It is further understood that an employee who is a member of the  
15 Association discharges this obligation by tendering the dues and  
16 initiation fees uniformly charged as a condition of membership,  
17 for nonpolitical purposes.

18 Section (3) Dues Deductions. Upon receipt of written auth-  
19 orization submitted individually by a bargaining unit employee,  
20 the Juvenile Court Board of Managers shall deduct from the pay of  
21 such employee the amount of dues as certified by the secretary of  
22 the Association to be uniformly required as a condition of member-  
23 ship in the Association and shall transmit the same to the trea-  
24 surer of the Association.

25  
26 Dues deduction authorization by the employee shall be on a  
27 form approved by the parties hereto and may be revoked by the

1 employee with (30) days notice.

2 The Association will indemnify, defend and hold the Juvenile  
3 Court Board of Managers harmless against any claims made and a-  
4 gainst any suit instituted against the Juvenile Court Board of  
5 Managers on account of any check-off of Association dues. The  
6 Association agrees to refund to the Juvenile Court Board of Man-  
7 agers any amounts paid to it in error on account of check-off  
8 provision upon presentation of proper evidence thereof.  
9

1 ARTICLE III: MANAGEMENT RIGHTS

2  
3 The management of the Juvenile Department and the direction  
4 of the work force is vested exclusively in the Juvenile Court  
5 Board of Managers subject to the terms of this agreement. All  
6 matters not specifically and expressly covered or treated by the  
7 language of this agreement may be administered for its duration  
8 by the Board of Managers in accordance with such policy or pro-  
9 cedure as the Board of Managers from time to time may determine.



1 ARTICLE IV: HOLIDAYS

2  
3 Section (1) All regular Juvenile Department employees shall  
4 be granted the following holidays with pay:

|    |                       |                  |
|----|-----------------------|------------------|
| 5  | New Year's Day        | January 1st      |
| 6  | Lincoln's Birthday    | February 12th    |
| 7  | Washington's Birthday | February 18th    |
| 8  | Memorial Day          | 30th of May      |
| 9  | Independence Day      | July 4th         |
| 10 | Labor Day             | September 2nd    |
| 11 | Columbus Day          | October 14th     |
| 12 | Veteran's Day         | 11th of November |
| 13 | Thanksgiving Day      | November 28th    |
| 14 | Christmas Day         | December 25th    |
| 15 | General Election Day  |                  |

16 and any day designated by public proclamation by the order of the  
17 Superior Court judges of King County.

18 Section (2) Employees regularly scheduled to work holidays  
19 will be compensated in cash for the holiday worked at the rate of  
20 time and one-half in addition to the regular pay for the holiday.  
21

22 Section (3) The provisions of this article shall not apply to  
23 on-call employees.  
24  
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1 ARTICLE V: VACATIONS

2 Section (1) Every budgeted full-time employee shall receive  
3 vacation benefits as indicated in the following table:

4

| 5 Years of<br>Continuous<br>Service | 6 Monthly<br>Vacation<br>Credit | 7 Equivalent<br>Annual Vaca-<br>tion Credit | 8 Maximum Vacation<br>Accumulation<br>Allowed |
|-------------------------------------|---------------------------------|---|---|
|-------------------------------------|---------------------------------|---|---|

9  
10 0 to 6 mos. 0  
11 (inc)

12 Upon completion of 6 months service employees will be credited  
13 with 40 hours.

14  
15

|   |                      |             |              |
|---|----------------------|-------------|--------------|
| 16 More than 6<br>17 mos. but less<br>18 than 3 years | 19 6-2/3<br>20 hours | 21 80 hours | 22 160 hours |
|---|----------------------|-------------|--------------|

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|   |             |              |              |
|---|-------------|--------------|--------------|
| 25 More than 3<br>26 years but<br>27 less than<br>28 12 | 29 10 hours | 30 120 hours | 31 240 hours |
|---|-------------|--------------|--------------|

32  
33

|                           |                       |              |              |
|---------------------------|-----------------------|--------------|--------------|
| 34 12 or more<br>35 years | 36 13-1/3<br>37 hours | 38 160 hours | 39 320 hours |
|---------------------------|-----------------------|--------------|--------------|

40 (a) Vacation accrual shall date from the first of the  
41 month following the month in which the employee com-  
42 menced such continuous service.

43 (b) If such commencement date was the first working day  
44 of the month, the year of service- for vacation purposes-  
45 shall date from the first of the month in which the ser-  
46 vice began.

47 Section (2) During the first six (6) months of employment,  
48 an employee does not earn vacation credit monthly. The employee  
49 must work a full six (6) months to be credited with forty (40)

1 hours of vacation benefits.

2 Section (3) Employees, after six (6) months employment, will  
3 be credited vacation benefits monthly according to the table under  
4 Section (1).

5 Section (4) No employee shall earn the equivalent of a month's  
6 vacation credit during a thirty (30) day period when the employee  
7 is absent without authorization for more than three (3) working  
8 days. Employee(s) absent without pay for more than three (3) but  
9 less than eleven (11) working days shall earn one-half (1/2) the  
10 equivalent of a month's vacation credit. Employees absent without  
11 pay for eleven (11) or more working days shall not earn vacation  
12 credit.

13 Section (5) If any employee takes more vacation than has  
14 been earned, such overdrawn vacation time will be automatically  
15 charged to accrued compensatory overtime, if no compensatory  
16 accrual exists then it will be automatically deducted from the  
17 employees' paycheck.

18 Section (6) Employees shall submit vacation requests prior to  
19 April 1st. Upon receipt of same management shall develop a  
20 schedule of vacations and same will be posted on or before May 1st.  
21 In the event of scheduling conflicts within a classification;  
22 division seniority will prevail.

23 Section (7) The Juvenile Court Board of Managers shall be  
24 responsible for scheduling the vacation of its employees in such  
25 a manner as to achieve the most efficient functioning of the  
26 Juvenile Department and its component parts.

27 Section (8) The provisions of this article shall not apply  
to on-call employees.

1 ARTICLE VI: SICK LEAVE

2 Section (1) Every budgeted full-time employee shall accrue  
3 eight (8) hours of sick leave pay for each full calendar month of  
4 service.

5 Section (2) No employee shall earn the equivalent of a month's  
6 sick leave credit during a thirty (30) day period when the employee  
7 is absent without pay for more than three (3) working days. Em-  
8 ployees absent without pay for more than three (3) working days,  
9 but less than eleven (11) or more working days shall not earn sick  
10 leave credit.

11 Section (3) Sick leave may be applied to absence caused by  
12 illness or injury of an employee. Sick leave may be used for  
13 medical, dental, or ocular appointments when absence during work-  
14 ing hours for this purpose is authorized by the department head.  
15 In any instance involving use of a fraction of day's sick leave,  
16 the minimum charge to the employee's sick leave account shall be  
17 one (1) hour. The division head shall be responsible for control  
18 or abuse of the sick leave privilege. The employee may be re-  
19 quired to furnish a certificate issued by a licensed physician or  
20 other satisfactory evidence of illness to the appointing author-  
21 ity. However, the immediate supervisor or designee must ask for  
22 a medical verification from a licensed physician at the time the  
23 employee notifies the department of his/her intention to use sick  
24 leave; otherwise, no medical verification will be required.

25 Section (4) Employees who are part of continuous service  
26 providing twenty-four (24) hour coverage, shall notify their  
27 immediate supervisor, or designee, of their intention to use sick

1 leave. Notification of intention to use sick leave shall be given  
2 two (2) hours before tour of duty is to begin.

3 Section (5). Other employees, not part of continuous twenty-  
4 four (24) hour service, shall notify their immediate supervisor  
5 or designee, of their intention to use sick leave. Such notifi-  
6 cation shall occur within the first (1) hour of tour of duty.

7 Section (6) Family Care & Death:

8 (a) Regular full-time employees shall be entitled to  
9 three (3) working days of bereavement leave a year due  
10 to death of members of their immediate family.

11 (b) Regular full-time employees, who have exhausted  
12 their bereavement leave, shall be entitled to use sick  
13 leave in the amount of three (3) days for each instance  
14 when death occurs to a member of the employee's immediate  
15 family.

16 (c) Three (3) sick leave days of absence from the job  
17 may be granted to an employee due to a requirement to  
18 care for immediate family members that are critically ill.

19 (d) In cases of family care where no sick leave benefit  
20 exists, the employee may be granted leave without pay.

21 (e) In the application in any of the foregoing provi-  
22 sions, when a holiday or regular day off falls within the  
23 prescribed period of absence it shall not be charged.

24 Section (7) Sick leave shall not be used in lieu of vacation,  
25 but vacation or compensatory time off may be used in lieu of  
26 sick leave, after accrued sick leave has been exhausted

27 Section (8) No juvenile department employee shall be entitled  
to sick leave while absent from duty due to the following causes:

1 (a) Disability arising from any sickness or injury pur-  
2 posedly inflicted or caused by willful misconduct.

3 (b) Sickness or disability sustained while on leave of  
4 absence without pay.

5 (c) Inability to properly perform required duties be-  
6 cause of intemperance, intoxication, or drug abuse.

7 Section (9) Termination of an employee's continuous service,  
8 except by reason of temporary lay-off for lack of work or funds,  
9 shall cancel all sick leave accrued to the time of such term-  
10 ination. Should the employee resign in good standing and return  
11 to juvenile department employment within one (1) year, he shall  
12 have his accrued sick leave restored. No payment shall be made to  
13 any employee for unused sick leave accumulated to his credit at  
14 the time of termination of employment, regardless of the reason  
15 therefore except as provided for in Article XVII.

16 Section (10) For purpose of this section, the member of  
17 immediate family is construed to mean persons related by blood or  
18 marriage or legal adoption as follows: grandmother, grandfather,  
19 mother, father, husband, wife, son, daughter, brother, or sister  
20 of the employee or any relative continually living in the em-  
21 ployee's household, Other distant relatives who have resided in  
22 the home for at least one (1) year shall also be construed as  
23 being members of the immediate family.

24 Section (11) Hospitalization of a member of the immediate  
25 family is a valid reason for sick leave under the following con-  
26 ditions:

27 (a) Up to one day's absence for each occurrence may be  
authorized for the employee to be at the hospital on

1           the day of an operation, on the day of the birth of his  
2           child, or in the event of critical illness of a member  
3           of the immediate family.

4           Section (12) Sick leave because of an employee's physical  
5           incapacity will not be approved when the injury or illness is  
6           directly traceable to employment other than with the juvenile  
7           department.

8           Section(13) If an employee takes more sick leave than has  
9           been earned, such overdrawn sick leave will automatically be  
10          charged to credited compensatory time. If no compensatory credit  
11          time exists such overdrawn sick leave will be charged against  
12          vacation credit. If no vacation credit, such overdrawn sick  
13          leave will be automatically deducted from the employee's pay.

14          Section (14) The provision's of this article shall not  
15          apply to on-call employees.

1 ARTICLE VII: HOURS OF WORK

2 Section (1) A standard bi-weekly work period shall consist  
3 of seventy-two (72) hours.  
4

5 Section (2) The Association and the Juvenile Court Board of  
6 Managers agree to the following work schedule:

7 (a) All days worked will be eight (8) hours. However,  
8 the work week will be five (5) days or forty (40) hours  
9 one week and four (4) days of thirty-two (32) hours the  
10 following week.

11 (b) The Juvenile Court Board of Managers reserves the  
12 right to modify or change the above schedule for all or  
13 segments of the juvenile department if, in the judgment  
14 of the juvenile court board of managers, it is deter-  
15 mined to be unsatisfactory or if the juvenile court  
16 board of managers wish to experiment with a more pro-  
17 ductive manner to utilize manpower. This clause can not  
18 be construed to mean that the juvenile court board of  
19 managers can be arbitrary or capricious in changing the  
20 work schedules.

21 Section (3) An employee will be notified of changes in  
22 scheduled work hours at least seven (7) days in advance. Changes  
23 in work schedules may be made less than seven (7) days in advance  
24 only by the mutual consent of the individual employee and the  
25 appropriate supervisor.

26 Section (4) Juvenile Court Board of Managers will evaluate  
27 and publish work schedule assignment criteria relating to shift,  
days off and job assignment.



1 Section (5) On call employees may work any schedule that  
2 does not qualify as a regular full or part time position as de-  
3 fined in the RCW 41.40 (Public Employees Retirement Act).  
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1 ARTICLE VIII: MISCELLANEOUS

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3 Section (1) An employee elected or appointed to office in a  
4 local of the signatory organization which requires a part or all  
5 of his time shall be given leave of absence without pay upon  
6 application.

7 Section (2) All employees who have been authorized to use  
8 their own transportation on Juvenile Department business shall be  
9 reimbursed at the rate of twelve (12¢) cents per mile.

10 Section (3) The date of termination of employment shall be  
11 considered as the date certified by the division head as the last  
12 day worked and shall not include overtime or vacation time due  
13 at date of termination. The provisions of this include termina-  
14 tion of service by death.

15 Section (4) An employee who resigns and returns to work  
16 within one (1) year may, at the discretion of the Juvenile Court  
17 Board of Managers, be credited with seniority existing at such  
18 time of resignation for purposes of determining vacation and re-  
19 instatement of sick leave benefits.

1 ARTICLE IX: WAGE RATES

2 (a) Wage rates shall be in accordance with the job classi-  
3 fication and rates in Addendum A of this Contract.

4 (b) Qualified employees regularly assigned by proper author-  
5 ity to the work of a higher classification shall be compensated  
6 at the higher rate for all time so spent in excess of twenty-two  
7 (22) working days in a calendar year.  
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1 ARTICLE X: OVERTIME

2 Section (1) Except as otherwise provided in this Article,  
3 employees shall be paid at the rate of time and one-half for all  
4 hours worked in excess of eight (8) in one day, exclusive of  
5 lunch period, or hours in excess of their normal bi-weekly work  
6 period as defined in Article VII.  
7

8 Section (2) Overtime shall be paid in cash, budgeted funds  
9 permitting, or in compensatory time off.

10 Section (3) Compensatory Overtime: Compensatory time in  
11 lieu of cash payment taken by an employee will normally be taken  
12 no later than the end of the next pay period following accrual  
13 unless extenuating circumstances exist such as extremely heavy  
14 work loads, shortages of staff, or administrative requirements  
15 of a functional nature. Individual exceptions to the above may  
16 only be authorized by division administrators, or the Administra-  
17 tor of Court Services, however, in any case, no later than ninety  
18 (90) days following accrual. Carryover of accrued compensatory  
19 time for any one pay period is limited to sixteen (16) hours  
20 total; exceptions to this limitation may be made as necessary by  
21 division administrators or the Administrator of Court Services.  
22 Accrued compensatory overtime not exceeding carryover limit (16  
23 hours) may be taken in conjunction with authorized leave of ab-  
24 sence subject to administrator's concurrence.

25 Section (4) A minimum of two (2) hours at overtime rate  
26 shall be allowed for each call out. Where such overtime exceeds  
27 two (2) hours, the actual hours worked shall be allowed at over-  
time rates. "Call-out shall be defined as that circumstance when

1 an employee having completed the assigned shift and departed the  
2 premises is requested by management to return to work to attend  
3 to special duties. Time actually spent at the work place shall  
4 be compensated for in accordance with this section."  
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1 ARTICLE XI: REDUCTION IN FORCE

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3 Section (1) Employees laid off as a result of reduction  
4 in force shall be laid off according to seniority within a class-  
5 ification, the employee with the least time being the first to go.

6 Section (2) An employee designated for layoff within a  
7 specific classification due to lack of seniority within that  
8 classification, may, on the basis of seniority with the depart-  
9 ment, apply seniority privileges within any other job classifi-  
10 cation in which the individual is qualified.

11 Section (3) In the event there are two or more employees  
12 eligible for layoff within the Juvenile Department with the same  
13 classification and seniority, the division head will determine  
14 the order of layoff based on employee performance.

15 Section (4) On-call employees shall not be subject to the  
16 provisions of this article.  
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1 ARTICLE XII: GRIEVANCE PROCEDURE

2  
3 The Juvenile Court Board of Managers recognizes the impor-  
4 tance and desirability of settling grievances promptly and fairly  
5 in the interest of continued good employee relations and morale  
6 and to this end the following procedure is outlined. To  
7 accomplish this, every effort will be made to settle grievances  
8 at the lowest possible level of supervision.  
9

10 Employees will be unimpeded and free from restraint, inter-  
11 ference, coercion, discrimination or reprisal in seeking adjudi-  
12 cation of their grievances.  
13

14 Section 1. Definition:

15 Grievance - an issue raised by an employee relating to the  
16 interpretation of his rights, benefits, or conditions of  
17 employment as contained in this Contract.  
18

19 Section 2. Procedure:

20 Step 1 - A grievance shall be verbally presented by the  
21 aggrieved employee and his representative, if the employee  
22 wishes, within ten (10) working days of the occurrence of  
23 such grievance, to the employee's immediate supervisor. The  
24 immediate supervisor shall gain all relevant facts and shall  
25 attempt to adjust the matter and notify the employee within  
26 five (5) working days. If a grievance is not pursued to the  
27 next level within three (3) working days, it shall be presumed

1 resolved.

2 Step 2 - If after thorough discussion with the immediate  
3 supervisor the grievance has not been satisfactorily resolved,  
4 the employee and his representative shall reduce the griev-  
5 ance to writing, outlining the facts as they are understood.  
6 The written grievance shall then be presented to the divi-  
7 sion head for investigation, discussion, and written reply.  
8 The division head shall make his written decision available  
9 to the aggrieved employee within seven (7) working days.  
10 If the grievance is not pursued to the next higher level  
11 within ten (10) working days, it shall be presumed resolved.

12 Step 3 - If after thorough evaluation the decision of the  
13 division head has not resolved the grievance to the satis-  
14 faction of the employee, the grievance may be presented to  
15 the Administrator of Court Services. All letters, memoranda,  
16 and other written materials previously submitted to lower  
17 levels of supervision shall be made available for the review  
18 and consideration of the Administrator of Court Services.  
19 He may interview the employee and/or his representative and  
20 receive any additional related evidence which he may deem  
21 pertinent to the grievance. He shall make his written deci-  
22 sion available within fifteen (15) working days. If the  
23 grievance is not pursued to the next higher level within ten  
24 (10) days, it shall be presumed resolved.

25 Step 4 - If after thorough evaluation the decision of the  
26 Administrator of Court Services has not resolved the grievance  
27 to the satisfaction of the employees, the grievance may be



1 presented to the Juvenile Court Board of Managers for the  
2 Board's jurisdiction over the subject grievance. All  
3 letters, memoranda, and other written materials previously  
4 submitted to the Administrator of Court Services in previous  
5 steps outlined in this grievance procedure shall be made  
6 available for the Board's consideration. The decision of  
7 the Juvenile Court Board of Managers shall be the final step  
8 in the grievance procedure.

9  
10 If a decision is not returned to the employee within the  
11 time limits specified in each step above, the employee may,  
12 after the time limit has passed, present his grievance to the  
13 Department representative specified in the next step of this  
14 grievance procedure.  
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1 ARTICLE XIII: EQUAL EMPLOYMENT OPPORTUNITY

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3 Section (1) The Juvenile Court Board of Managers or the  
4 Association shall not discriminate against any individual with  
5 respect to compensation, terms, conditions, or privileges of  
6 employment- because of race, color, religion, national origin,  
7 age or sex, except as otherwise provided by law.

8 Section (2) In the application of the intent of Section  
9 1 above it is the responsibility of the Juvenile Court Board of  
10 Managers, supervisory employees and the organization signatory  
11 hereto to provide equal opportunity for all persons with regard  
12 to hiring, work assignments, training, transfers, advancements,  
13 and other conditions and privileges of employment. These re-  
14 sponsibilities include, but are not limited to the following:

- 15 (a) Assisting in the identification of areas in need  
16 of improvement and establishment of objectives and  
17 goals to implement this Affirmative Action Program.  
18 (b) Active involvement with local minority organi-  
19 zations and community action groups.  
20 (c) Periodic review of hiring and promotion patterns  
21 to insure objectives are met.  
22 (d) Regular discussions with managers, supervisors,  
23 and employee representatives to insure objectives  
24 are being followed.  
25 (e) Review of the qualifications of potential employ-  
26 ees to insure minorities are given full opportunities  
27 for employment, transfers and promotions.  
(f) Provide guidance to employees to help them adjust

1 to their work surroundings in order that they are able  
2 to fulfill their work potential.

3 Section (3) Employment: Employment standards shall continue  
4 to be used as the guide when judging applicants for employment.  
5 When it appears feasible, individuals who fall somewhat below  
6 the normal standards may be hired and given an opportunity to  
7 display their capabilities.

8 Section (4) Reports shall be prepared periodically to  
9 measure the effectiveness of the Affirmative Action Program.  
10 The reports shall be reviewed by the parties hereto to insure the  
11 completeness and effectiveness, of the Affirmative Action Program.  
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1 ARTICLE XIV: SAVINGS CLAUSE

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

1 ARTICLE XV: WAIVER CLAUSE

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The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this agreement. Therefore, the Juvenile Court Board of Managers and the signatory organization, for the duration of this Contract, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Contract.

1 ARTICLE XVI: WORK STOPPAGES AND EMPLOYER PROTECTION

2 Section (1) The Juvenile Court Board of Managers and the  
3 signatory organization agree that the public interest requires  
4 efficient and uninterrupted performance of department services  
5 and to this end pledge their best efforts to avoid or eliminate  
6 any conduct contrary to this objective. Specifically, the sig-  
7 natory organization shall not cause or condone any work stoppage,  
8 including any strike, slowdown, or refusal to perform any custom-  
9 arily assigned duties, sick leave absence which is not bonafide,  
10 or other interference with department functions by employees  
11 under this contract and should same occur, the signatory organ-  
12 ization agrees to take appropriate steps to end such interference.  
13 Any concerted action by any employees in any bargaining unit shall  
14 be deemed a work stoppage if any of the above activities have oc-  
15 curred. Being absent without authorized leave shall be considered  
16 as an automatic resignation. Such a resignation may be rescinded  
17 by the division head in three (3) calendar days of the date his  
18 automatic resignation became effective.

19 Section (2) Upon notification, in writing by the Juvenile  
20 Court Board of Managers to the signatory organization that any  
21 of its members are engaged in a work stoppage, the signatory  
22 organization shall immediately, in writing, order such members  
23 to immediately cease engaging in such work stoppage and provide  
24 the Juvenile Department with a copy of such order. In addition,  
25 if requested by the Juvenile department, a responsible official  
26 of the signatory organization shall publicly order such signa-  
27 tory organization employees to cease engaging in such a work

1 stoppage.

2 Section (3) Any employee who commits any act prohibited in  
3 this section will be subject in accord with the Juvenile Court  
4 Board of Managers' Rules to the following action or penalties:

5 (a) Discharge

6 (b) Suspension or other disciplinary action as may be  
7 applicable to such employee.  
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1 ARTICLE XVII: POSITION OPENINGS

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3 Whenever a job opening occurs in any existing job classifi-  
4 cation or as the result of the development or establishment of  
5 covered new job classifications, a notice of such opening shall  
6 be advertised and posted on bulletin boards for four (4) calendar  
7 days and any person may apply. "Person" shall be defined as  
8 "employee" and "non-employee". During this period, employees  
9 who wish to apply for the open position or job, may do so. The  
10 application shall be in writing and it shall be submitted as  
11 instructed in posting. The employer shall fill the opening by  
12 selecting from among the applicants best qualified who meet the  
13 published minimum requirements following personal interview and/or  
14 examination.



1 ARTICLE XVIII: SICK LEAVE REIMBURSEMENT

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3 Section (1) The Juvenile Department will reimburse those  
4 employees who have at least five (5) years service and retire as  
5 a result of length of service or terminate by death twenty-five  
6 percent (25%) of their unused accumulated sick leave to a max-  
7 imum of thirty (30) days. All payments shall be made in cash  
8 based on the employees' base rate, and there shall be no deferred  
9 retirement sick leave reimbursement.

10 Section (2) Retirement for the purpose of this Article shall  
11 be equated to eligiblilty for receipt of retirement benefits  
12 immediately upon termination of service.  
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1 ARTICLE XIX: MEDICAL, DENTAL AND LIFE PLAN

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3 The Juvenile Court presently has in effect a medical, dental  
4 and life plan for all regular employees, and agrees to main-  
5 tain such plans in effect for the duration of this agreement.  
6 The cost of such paid by the Juvenile Court to be established  
7 by the Pacific Mutual Insurance Company premium.  
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1 ARTICLE XX: UNEMPLOYMENT COMPENSATION

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3 The Unemployment Compensation will meet the following criter-  
4 ia:

5 (a) Provide coverage for all full-time regular em-  
6 ployees, except limited-term, who have completed their  
7 probationary period.

8 (b) Coverage will apply only to those employees who  
9 are laid off as a result of a reduction in work or  
10 funds.

11 (c) Employees who are receiving compensation under this  
12 program must provide evidence of actively seeking em-  
13 ployment.

14 (d) The benefit will be similar to the State of Wash-  
15 ington Unemployment Compensation, but shall be good for  
16 26 weeks only (no extended benefits).

1 ARTICLE XXI: DURATION

2 This contract and each of its provisions shall be effective January 1,  
3 1974, and shall continue in full force and effect through December 31,  
4 1974. Provided the parties agree, negotiations will commence for 1975 no  
5 sooner than February 1, 1975 for budgetary items. Negotiations for salary  
6 plan containing several steps may commence immediately upon the completion  
7 of the management survey now in progress, provided the results of that  
8 survey indicate the need for such step plan and further provided the recom-  
9 mended items of that survey are adopted by the presiding Superior Court  
10 Judge.

11  
12 APPROVED this 15<sup>th</sup> day of January 1974

13 SIGNATORY UNION

14  
15 Ken Leever  
16 Ken Leever, Asst. Executive Director  
Washington State Nurses Assoc., Inc.

17 APPROVED this 14<sup>th</sup> day of January 1974

18 JUVENILE COURT BOARD OF MANAGERS

19  
20 James A. Nye  
21 Chairman

22 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 1974

23 SUPERIOR COURT OF KING COUNTY

24  
25 \_\_\_\_\_  
26 Presiding Judge