

ORDINANCE NO. 12493

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Service Employees International Union (SEIU), Local 6, representing Superior Court Clerks in the King County Department of Judicial Administration, and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Service Emploeyess International Union (SEIU), Local 6, representing Superior Court Clerks in the Department of Judicial Administration and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from the first pay period following ratification by the King County Council, and continue for three years thereafter.

INTRODUCED AND READ for the first time this 7th day of

October, 1996.

PASSED by a vote of 13 to 0 this 14th day of

October, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

June Hogue
Chair

ATTEST:

June Masano
DEPUTY Clerk of the Council

APPROVED this 25th day of October, 1996.

Ray Lodge
King County Executive

Attachment:
Collective Bargaining Agreement

cc: Labor Relations, OHRM

1 AGREEMENT BETWEEN
2 KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
3 AND
4 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6
5 REGARDING SUPERIOR COURT CLERKS

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S.E.I.U., Local 6, Superior Court Clerks, Local 6, Judicial Administration
1st pay period following ratification by King County Council, continuing in effect for three years
020C0196.DOC
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1 AGREEMENT BETWEEN

2 KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION

3 AND

4 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6

5
6 These articles constitute an Agreement, the terms of which have been negotiated in good faith,
7 between King County and the signatory organization subscribing hereto. This Agreement shall be
8 subject to approval by ordinance by the County Council of King County, Washington.
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10 **ARTICLE 1: PURPOSE**

11 The intent and purpose of this Agreement is to promote the continued improvement of the
12 relationship between King County and its employees by providing a uniform basis for implementing
13 the right of public employees to join organizations of their own choosing and to be represented by
14 such organizations in matters concerning their employment relations with King County and to
15 expressly set forth in writing the negotiated wages, hours and working conditions of such employees
16 in appropriate bargaining units provided the County has authority to act on such matters and further
17 provided the matter has not been delegated to any civil service commission or personnel board similar
18 in scope, structure and authority as defined in RCW 41.56.
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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes the signatory organization as representing its members in
3 job classification #531 Court Clerk I and job classification #532 Court Clerk II.

4 **Section 2.** It shall be a condition of employment that all regular full time and regular part
5 time employees covered by this Agreement who are members of the Union in good standing on the
6 effective date of this Agreement shall remain members in good standing or pay an agency fee to the
7 Union for their representation to the extent permitted by law. Those who are not members on the
8 effective date of this Agreement become and remain members in good standing or pay an agency fee
9 to the Union for their representation to the extent permitted by law. It shall also be a condition of
10 employment that all employees covered by this Agreement and hired on or assigned into the
11 bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such
12 employment, become and remain members in good standing in the signatory organization or pay an
13 agency fee to the Union for their representation to the extent permitted by law.

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

24 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
25 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
26 of dues as certified by the secretary-treasurer of the signatory organization and transmit the same to
27 the secretary-treasurer of the signatory organization.
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1 The signatory organization will indemnify, defend and hold the County harmless against any
2 claims made and against any suit instituted against the County on account of any check-off of dues
3 for the signatory organization. The signatory organization agrees to refund to the County any
4 amounts paid to it in error on account of the check-off provision upon presentation of proper evidence
5 thereof.

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

11 **Section 5.** The County will require all new employees hired into a position included in the
12 bargaining unit to sign a form (in triplicate) which will inform them of the Union's exclusive
13 recognition. (One copy of the form will be retained by the County, one by the employee and the
14 original sent to the Union.) The County will notify the Union of any employee leaving the bargaining
15 unit because of termination, layoff, leave of absence or dismissal.

16 **Section 6.** The County will transmit to the Union twice a year, upon request, a current listing
17 of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job
18 classification and department or unit.

19 **Section 7.** The County will notify the Union of the names of new hires covered by this
20 agreement prior to the start date of those new hires.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

6 **Section 1:** It is recognized that the Employer retains the right, except as otherwise provided
7 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
8 the Employer include, but are not limited to:

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

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

14 c. reduce the work force due to lack of work, funding or other cause consistent with efficient
15 management and procedures, discipline, suspend, demote, or dismiss non-probationary Employees
16 for just cause and discharge probationary Employees at will; and

17 d. establish reasonable work rules; assign the hours of work and assign Employees to shifts
18 and days off.

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

23 f. all matters not covered in this Agreement shall be administered by the employer consistent
24 with the King County Personnel Guidelines. Any dispute arising from the application of the King
25 County Personnel Guidelines shall be handled through the processes outlined in the King County
26 Personnel Guidelines. An employee choosing to pursue an appeal through King County Personnel
27 Guidelines is precluded from pursuing the same matter through the grievance procedures outlined in
28 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 1. The standard work week shall consist of five (5) consecutive standard work days of seven (7) hours each and thirty-five (35) hours per week 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 2. Except as otherwise provided in this article, employees on a five-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours in one week, exclusive of lunch period. The normal lunch period shall be one (1) hour unpaid, taken between 11:00 a.m. and 2:00 p.m.; provided, however, 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 3. Work performed beyond seven (7) hours in a day shall be reported to the next quarter hour. If the work of the Court does not allow time for a fifteen (15) minute break during the morning, a lunch hour and/or a fifteen (15) minute break in the afternoon, time should be reported for pay pursuant to the provisions described in this article. Accumulations of such time must be turned in to the courtroom clerk manager or designee by Monday morning following the week worked; otherwise additional compensation shall not be due.

Section 4. 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 work week. 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 2. 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 2 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. All overtime shall be authorized in advance by the courtroom clerk manager in writing, except same shall be considered authorized when the Court requires overtime work.

1 Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the
2 individual.

3 Section 6. At least five (5) working days advance notice shall be given an employee prior to
4 commencement of a special schedule altering working hours for more than one (1) day (except as
5 provided for in Section 2 above) except when circumstances of same are beyond the control or
6 knowledge of Judicial Administration management.

7 Section 7. There shall be no pyramiding of overtime.

8 Section 8. If any provision of this article conflicts with minimum standards established by
9 RCW 49.46, then that provision shall be automatically amended to provide the minimum standards.

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1 **ARTICLE 6: VACATIONS**

2 **Section 1.** Regular full-time employees working thirty-five (35) hours per week shall receive
3 vacation benefits as indicated in the following table:

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

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

23 **Section 2.**

24 a. Employees who were employed on or before December 31, 1995 and by that date had
25 completed at least three (3) but less than five (5) full years of service shall continue to accrue fifteen
26 (15) days of vacation leave per year;

27 b. Said employees who were employed on or before December 31, 1995 and subsequent to
28 that date complete three (3) full years of service shall begin to accrue fifteen (15) days of vacation
29 leave per year effective on the first day of their fourth full year of service.

Beginning on the first day of their sixth full year of service, all such employees shall
accrue vacation leave as set forth in Section 1.

1 c. Full-time regular employees may accrue up to sixty (60) days vacation leave. Part-time
2 regular employees and temporary employees who are employed at least half-time and receive
3 vacation and sick leave may accrue vacation leave up to sixty (60) days prorated to reflect their
4 normally scheduled workweek.

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

10 **Section 4.** No person shall be permitted to work for compensation for the County in any
11 capacity during the time when vacation benefits are being drawn.

12 **Section 5.** Vacation may be used in one quarter hour increments at the discretion of the
13 department director or his/her designee.

14 **Section 6.** Upon termination for any reason, the employee will be paid for unused vacation
15 credits up to maximum allowable accumulated vacation; provided, however, employees who are
16 eligible for participation in the Public Employees Retirement System Plan I (PERS I) shall not be
17 compensated for more than two hundred forty (240) hours of accrued vacation at the time of
18 retirement. Vacation hours accrued in excess of two hundred forty (240) hours must be used prior to
19 the employee's date of retirement or such excess hours shall be lost. In cases of separation by death,
20 payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases, as
21 provided by RCW, Title 11.

22 **Section 7.** Employees may accrue additional vacation beyond the maximum specified herein
23 when, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Otherwise
24 employees shall use or forfeit the excess accrual prior to December 31 of the year in which the excess
25 was accrued.

26 **Section 8.** Temporary employees will not be granted vacation benefits.

27 **Section 9.** Vacation scheduling shall be done on a seniority basis for the first two (2)
28 requests. The first request shall be made up of continuous five (5) day blocks of time. Each person

1 shall submit their first request by the third Friday in January of each year. The County will allow as
2 many employees to be gone on vacation leave at any given time as work load permits. Alternate first
3 choices may be submitted and numbered in order of preference. A schedule of approved first choice
4 vacation shall be posted by the first Friday in February. Each person shall then submit second
5 choices in the same manner by the third Friday in February. After the final vacation schedule is
6 posted, all further requests will be approved on a first-come, first-served basis. Conflicting first-
7 come, first-served requests received on the same day shall be determined by lot. Vacation days
8 requested shall not exceed employee projected accrued vacation.

9 By the last workday in February, a calendar will be posted showing requested vacation dates
10 and approvals. A red line will be drawn below the approved vacations for a given date. Any time
11 listed below that red line is not approved for vacation.

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

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

20 **Section 10.** Employees with a vacation balance in excess of one hundred five (105) hours as
21 of December 15 of each year may cash out up to thirty-five (35) hours of accrued vacation time.

22 Employees will notify management in writing of such intent no later than December 24 of each year.
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1 **ARTICLE 7: SICK LEAVE**

2 **Section 1.** Every regular full-time and regular part-time employee shall accrue sick leave
3 benefits at a rate equal to .04616 for each hour in pay status exclusive of overtime; except that sick
4 leave shall not begin to accrue until the first of the month following the month in which the employee
5 commenced employment. The employee is not entitled to sick leave if not previously earned. The
6 employee is to notify the supervisor between 7:30 a.m. and 8:00 a.m. on the day of illness of his/her
7 intent to take sick leave.

8 **Section 2.** Employees are eligible for paid sick leave for the following reasons:

9 (a) Employee illness;

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

12 (c) Employee disability due to pregnancy or childbirth;

13 (d) Employee exposure to contagious diseases and resulting quarantine;

14 (e) Employee keeping medical, dental, or optical appointments. For routine medical, dental
15 or optical appointments, the employee must submit an absence request form to the employee's
16 immediate supervisor and receive the supervisor's approval for such absence prior to the absence.
17 The absence request form must be submitted one week in advance. The supervisor shall approve or
18 deny the written request within twenty-four (24) hours of the submission of the request subject to
19 compliance with Section 6(b) as applicable.

20 (f) Employee providing supervision or treatment for the illness of a child of the employee.

21 For purposes of this section, "child" means the dependent natural or adoptive child of the employee or
22 the employee's spouse or domestic partner, or any dependent child under the employee's legal
23 guardianship, legal custody, or foster care.

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

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

1 **Section 3.** Sick leave may be used in one-quarter hour increments at the discretion of the
2 department director.

3 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

4 **Section 5.**

5 (a) The employee will be required to contact his/her immediate supervisor each day of
6 continuing absence from work between 7:30 a.m. and 8:00 a.m. on the day of illness unless
7 specifically excused from doing so by his/her immediate supervisor. Failure to properly notify King
8 County or to comply with King County's leave requirements will result in an unexcused absence.

9 (b) After forty-two (42) hours of absence in a continuous twelve (12)-month period or for any
10 absence that exceeds three (3) consecutive working days an employee is required to submit within
11 ninety-six (96) hours (4 work days) of returning to work a written statement acceptable to King
12 County from a licensed physician/medical practitioner verifying the following information about the
13 condition of the employee or, depending upon the particular use of the sick leave claimed by the
14 employee, the employee's child or the employee's immediate family:

- 15 (1) The dates that the employee was unable to perform his/her duties.
- 16 (2) The severity of the illness or injury and the nature of the care needed.
- 17 (3) The date(s) of treatment, hospitalization, or both.
- 18 (4) The date the employee is approved to return to work.

19 Failure to provide a written statement within ninety-six (96) hours (4 work days) will result in
20 unauthorized leave without pay and may result in further disciplinary action.

21 (c) Any grievances resulting from this provision will begin at Step 3 of the grievance process
22 and will be heard by the Director of the Office of Human Resource Management or his/her designee
23 rather than by a committee.

24 (d) All hours of absence apply toward the forty-two (42)-hour cutoff with the exception of:
25 (1) use of sick leave for extended bereavement, or;
26 (2) for on-the-job injury for which King County Workers' Compensation is
27 authorized. In addition, approved sick leave use beyond three (3) consecutive days will count only as
28

1 a three (3) day absence for purposes of the forty-two (42) hour cutoff for the health care practitioner's
2 statement.

3 (e) King County may, at its discretion, visit or call employees at home or visit or call the
4 employee's physician/medical practitioner providing the statement to verify use of sick leave.

5 (f) In case of absence due to an employee's illness or injury while on vacation, such absence
6 shall be deducted from accrued sick leave rather than from accrued vacation.

7 (g) Effective January 1, 1997, an employee who uses forty-two (42) hours or less in the
8 period January 1 through December 31 each year starts January 1 with a clean slate. Employees
9 using more than 42 hours during that time continue to require a health care practitioner's statement
10 until such time as the preceding twelve (12) months indicate forty-two (42) hours or fewer of sick
11 leave use.

12 **Section 6.** Separation from County employment except by reason of retirement or layoff due
13 to lack of work or funds or efficiency reasons shall cancel all sick leave currently accrued to the
14 employee. Should the employee resign in good standing or be laid off and return to the County
15 within two (2) years, accrued sick leave shall be restored.

16 **Section 7.** Accrued sick leave may be used for absence due to temporary disability caused by
17 pregnancy.

18 **Section 8.** Sick leave because of an employee's physical incapacity shall not be approved
19 where the injury is directly traceable to employment other than with the County where such
20 employment is covered by the provisions of the state industrial insurance laws. Prohibition of sick
21 leave benefits under this section is not waived should the employee be unsuccessful in obtaining state
22 benefits, nor may such payments be supplemented with County sick leave benefits.

23 **Section 9.** County employees who have at least five (5) years County service and who retire
24 as a result of length of service or who terminate by reason of death shall be paid an amount equal to
25 thirty-five percent (35%) of their unused accumulated sick leave. All payments shall be based on the
26 employee's base rate.

27 **Section 10.** Employees injured on the job may use accrued sick leave and vacation benefits to
28 supplement King County Workers' Compensation payments but may not simultaneously collect sick

1 leave and workers' compensation payments in a total amount greater than the net regular pay of the
2 employee.

3 **Section 11. Family Care and Death**

4 (a) Regular, full-time employees shall be entitled to three (3) days (21 hours) of bereavement
5 leave a year due to death of a member of the employee's immediate family.

6 (b) Regular, full-time employees who have exhausted their bereavement leave shall be
7 entitled to use sick leave in the amount of three (3) days (21 hours) for each instance when death
8 occurs to a member of the employee's immediate family.

9 (c) Employees may use accrued sick leave to care for their child under the age of eighteen
10 (18) who suffers from a health condition that requires medical treatment or supervision. For purposes
11 of this section, "child" means the dependent natural or adoptive child of the employee or the
12 employee's spouse or domestic partner, or any dependent child under the employee's legal
13 guardianship, legal custody or foster care. Employees are eligible to use sick leave on account of
14 their child's suffering any of the conditions listed in Section 2 of this article. Verification of the
15 child's health condition from a licensed physician may be required for any requested sick leave
16 absence used to care for a child.

17 (d) Employees shall be entitled to use sick leave in the maximum amount of three (3) days for
18 each instance where such employee is required to care for immediate family members who are
19 seriously ill, except as provided for in subsection (c).

20 No more than six (6) days of sick leave may be used for this purpose per calendar year.

21 Written verification for family care sick leave may be requested by management. If requested, this
22 verification will include:

- 23 1) severity of illness or injury and nature of care needed;
24 2) relationship of immediate family member; and
25 3) a statement indicating that no other person is available and/or capable of providing
26 care for the ill or injured family member. In addition, family care sick leave shall be approved for
27 accompanying or transporting immediate family members to and from a hospital or to medical or
28 dental appointments, providing the immediate family member is a minor child, is infirm, or cannot

1 reasonably get to and from the appointment without the employee's aid. Up to one (1) day's absence
 2 may be authorized for a male employee to be at the hospital on the day of the birth of his child.

3 (e) In cases of family care where no sick leave benefit exists the employee may be granted
 4 leave without pay.

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

7 (g) Department management is responsible for the proper administration of this benefit.

8 **Section 12. Immediate Family.**

9 Immediate family is construed to mean the children, parents, siblings, and spouse or domestic
 10 partner of an employee. For purposes of bereavement, family members include children, parents,
 11 siblings, and spouse or domestic partner of the employee, son-in-law, daughter-in-law, grandchild,
 12 mother-in-law, father-in-law, domestic partner's child, domestic partner's parent and spouse's child.

13 **Section 13.** Regular, part-time employees shall be granted bereavement leave hours in the
 14 same proportion as their scheduled hours of work are to the standard work week. For example, an
 15 employee working seventeen and one half (17 1/2) hours each week shall be granted ten and one half
 16 (10.5) hours of bereavement leave. Regular, part-time employees may not use sick leave or family
 17 care sick leave for doctor and dental appointments unless they are of an emergency nature. It is
 18 expected such appointments will be scheduled during non-work time.

19 **Section 14.** Employees who use twenty-eight (28) hours of sick leave or less per year, and
 20 who worked for the Department of Judicial Administration for the entire calendar year, shall become
 21 eligible to convert accrued sick leave hours to vacation hours in the following calendar year pursuant
 22 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

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

3 **Section 15.** Maternity leave shall be granted for temporary disability due to pregnancy or
4 childbirth at the discretion of the department director and in accordance with WAC 162-30-020.
5 Accrued sick leave and vacation may be used for maternity leave. An employee on maternity leave
6 retains the King County subsidy for benefits as provided by the King County insurance committee.

7 **Section 16.** Employees may transfer vacation hours and donate sick leave hours pursuant to
8 King County Code Section 3.12.223 as it currently exists or is amended by County Council by
9 ordinance.

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ARTICLE 8: 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 Sept.
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in Nov.
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.

1 **ARTICLE 9: WAGE RATES**

2 **Section 1.**

3 (a) **Effective January 1, 1997:** Wage rates in effect on December 31, 1996, shall be
4 increased by a percentage factor equal to ninety percent (90%) of the increase in the CPI-W, All
5 Cities Index, September 1995 - September 1996; provided, however, that the amount produced by
6 application of the foregoing shall not be less than two percent (2%) nor greater than six percent (6%).

7 (b) **Effective January 1, 1998:** Wage rates in effect on December 31, 1997, shall be
8 increased by a percentage factor equal to ninety percent (90%) of the increase in the CPI-W, All
9 Cities Index, September 1996 - September 1997; provided, however, that the amount produced by
10 application of the foregoing shall not be less than two percent (2%) nor greater than six percent (6%).

11 (c) **Effective January 1, 1999:** Wage rates in effect on December 31, 1998, shall be increased
12 by a percentage factor equal to ninety percent (90%) of the increase in the CPI-W, All Cities Index,
13 September 1997 - September 1998; provided, however, that the amount produced by application of
14 the foregoing shall not be less than two percent (2%) nor greater than six percent (6%).

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

20 **Section 3.** Court clerks assigned to train newly hired regular or pro-tem court clerks and court
21 clerk "pre-trainees" shall be paid a ten percent (10%) training premium on their current wage for all
22 hours spent training. Court clerks assigned to train another court clerk on autolog duties shall be paid
23 a five percent (5%) training premium on their current wage for all hours spent training. Court Clerk
24 II's assigned to train Court Clerk I's in a Court Clerk II position shall be paid a five percent (5%)
25 training premium on their current wage for all hours spent training. Training assignments must be
26 made by the courtroom clerk manager or designee in writing to qualify for premium pay.

1 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

2 **Section 1.** King County presently participates in group medical, dental and life insurance
3 programs. The County agrees to maintain the level of benefits as currently provided by these plans
4 and pay premiums as currently practiced, during the life of this Agreement, except that.:

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

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1 **ARTICLE 11: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 1.**

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

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

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

2 **Section 1.** Employees laid off as a result of a lack of work and/or shortage of funds shall be
3 laid off according to seniority within classification as set forth in Article 13, Seniority, of this
4 Agreement. The classifications to be laid off shall be at the sole discretion of management.

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

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

11 **Section 2.** Employees scheduled to be laid off may exercise their right to bump employees in
12 a lower classification within the bargaining unit, provided that the employee has performed and is
13 qualified to perform the duties of the lower classification and the employee has more seniority, as
14 defined in Article 13, than the employee in the lower classification.

15 **Section 3.** Employees laid off shall be rehired in the inverse order of layoff; namely, those
16 laid off last will be rehired first.

17 **Section 4.** The County agrees to notify the Union at least fourteen (14) calendar days in
18 advance, in writing, of any anticipated reduction in force.

19 **Section 5.** Employees on layoff shall be referred to other positions within the Career Service
20 in accordance with Career Service Guidelines. All employees who are laid off shall be placed on a
21 recall list with the employee with the most seniority who has passed probation in a classification
22 being recalled first. A laid off employee may be removed from the recall list for any of the following
23 reasons:

- 24 1) The expiration of two years (24 months) from the date of layoff;
- 25 2) Re-employment within the County in a similar position or job class;
- 26 3) Failure to report to work;
- 27 4) Failure to appear for a job interview after notification by telephone or by mail
28 addressed to the employee's last address on file with the County;

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

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

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

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1 **ARTICLE 13: SENIORITY**

2 **Section 1.** Seniority shall be defined as follows:

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

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

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

9 **Section 2.**

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

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

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

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

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

22 (f) The Union will provide the department with a seniority list by January 15 each year.

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

1 **ARTICLE 14: EMPLOYEE RIGHTS**

2 **Section 1.** No post probationary employee shall be disciplined or discharged without
3 just cause. Probationary employees are at will employees.

4 **Section 2.** The employee and/or representative may examine the employee's
5 personnel files if the employee so authorizes in writing. Material placed into the employee's files
6 relating to job performance or personal character shall be brought to his or her attention by providing
7 a copy to the employee. The employee may challenge the propriety of including it in the files. The
8 employee shall have the right to insert documentation into the files, providing such documentation is
9 relevant to the challenge. Unauthorized persons shall not have access to employee files or other
10 personal data relating to employees and their employment with King County.

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1 ARTICLE 15: GRIEVANCE PROCEDURE

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

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

8 Section 1. Definition.

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

12 Section 2. Procedure.

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

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

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

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

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

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

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

26 In the event that the parties are unable to agree upon an arbitrator then the arbitrator shall be
27 selected from a panel of seven arbitrators furnished by PERC, Federal Mediation and Conciliation
28 Service (FMCS), or another agency to which the parties mutually agree. The arbitrator will be

1 selected from the list by both the County representative and the Union each alternately striking a
2 name from the list until only one name remains. The arbitrator, shall be asked to render a decision
3 promptly and the decision of the arbitrator shall be final and binding on both parties.

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

7 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
8 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
9 behalf.

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

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

14 **Section 3.** All newly hired and promoted employees must serve a probationary period as
15 defined in the Administrative Guidelines for the Career Service. As the Guidelines specify that the
16 probationary period is an extension of the hiring process, the provisions of this article will not apply
17 to employees if they are discharged during their initial probationary period or are demoted during the
18 promotional probationary period. Grievances brought by probationary employees involving issues
19 other than discharge or demotion, or discipline, may be processed in accordance with this article.

20 **Section 4.** If employees have access to multiple procedures for adjudicating grievances, then
21 selection by the employee of one procedure will preclude access to other procedures; selection is to
22 be made no later than at the conclusion of Step 3 of this grievance procedure.

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

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2 **ARTICLE 16: MISCELLANEOUS**

3 **Section 1.** An employee elected or appointed to office in a local of the signatory organization
4 which requires a part or all of his/her time shall be given reinstatement rights to the position
5 previously held for three (3) years from date of termination. Seniority under this contract shall be
6 restored as of the point of separation.

7 **Section 2.** All employees who have been authorized to use their own transportation on
8 County business shall be reimbursed at the current rate established by the County Council.

9 **Section 3.** The County shall, upon request, furnish the Union with specifications for all
10 classifications covered by the bargaining agreement and shall send copies of modifications and
11 revisions thereto as they occur.

12 **Section 4.** All employees may be temporarily assigned to a work location other than their
13 normal assignment. Transportation (bus fare, taxi fare, or reimbursement for mileage per section 2, at
14 management discretion) to and from the alternate location from the regularly scheduled location and
15 travel time shall be provided by King County for the first three (3) working days of such assignment.
16 Assignments to other locations scheduled three (3) working days in advance and expected to run for
17 more than three (3) working days shall not be subject to the terms of this section. For employees
18 assigned to Harborview Medical Center, the County shall reimburse the employees for taxi service
19 when the employees are in transit during periods of darkness.

20 **Section 5.** The Union shall provide a bulletin board for its exclusive use and shall be allowed
21 to place same in a common work location of the bargaining unit. Notices and announcements shall
22 not contain anything political or reflecting adversely upon the County, any of its employees, or any
23 labor organizations among its employees. Only designated shop stewards or union representatives
24 may place or remove posted notices unless the notices appear to be in violation of this section, in
25 which case, management may remove same, notifying the Union of its action and reason therefor.

26 **Section 6.** Copies of all policies and procedures promulgated by the Department of Judicial
27 Administration to interpret and/or administer the provisions of this Agreement and the Administrative
28 Guidelines shall be provided to the Union.

1 **Section 7.** Unsuccessful bargaining unit applicants for transfer, training, and/or promotion
2 within the bargaining unit will be verbally provided with the reasons for the decision at the request of
3 the employee. Such decisions shall not be a subject for grievance under Article 15: Grievance
4 Procedure.

5 **Section 8.** No employee within the bargaining unit shall be required, as a condition of
6 employment, to provide a personal automobile for use in County business.

7 **Section 9.** King County job opening announcements received by Judicial Administration
8 shall be posted in common work locations as soon as possible after receipt of same.

9 **Section 10.** The County and the Union agree to meet and discuss issues of common concern
10 during the term of this Agreement. The frequency of such meetings are to be determined by the
11 parties, by mutual agreement, given the issues to be discussed and the schedules of the parties.
12 Though the parties may at any time agree to a different arrangement, for the present the parties agree
13 to meet quarterly at a time and place agreed upon. This may be either during Court time or before or
14 after Court or during lunch time. Meetings may alternate between these times. The union may be
15 accompanied by one shop steward, who will be paid for this time.

16 **Section 11.** Management may schedule safety meetings, as necessary. When required to
17 attend safety meetings employees will be paid to attend.

18 **Section 12.** The County will provide employees with disposable latex gloves for the purpose
19 of handling contaminated or hazardous evidence.
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1 **ARTICLE 17: UNION REPRESENTATION**

2 **Section 1.** Authorized representatives of the Union may, after notifying the County official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for
4 the purpose of investigating grievances but shall not conduct union business on County time and shall
5 under no circumstances interrupt court proceedings.

6 **Section 2.** Authorized representatives of the Union may have reasonable access to its
7 members in County facilities for transmittal of information or representation purposes before work,
8 during lunch breaks, or other regular breaks, as long as the work of the County employees, services to
9 the public and court proceedings are unimpaired. Prior to contacting members in County facilities
10 such authorized agents shall make arrangements with the department director or designee.

11 **Section 3.** The Union shall have the right to appoint stewards within departments where its
12 members are employed under the terms of this Agreement. The maximum number of stewards
13 appointed shall be two (2).

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

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

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

ARTICLE 18: 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 19: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 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 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 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:

1. Discharge.
2. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 20: SAVINGS CLAUSE**

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

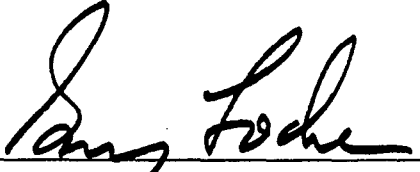
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1 **ARTICLE 21: DURATION**

2 (a) This Agreement shall become effective on the first pay period following ratification of
 3 this agreement by the King County Council, and shall continue in effect for three years. Written
 4 notice of desire to modify this Agreement shall be served by either party upon the other at least sixty
 5 (60) days prior to the date of expiration.

6 (b) Upon completion of the current County-wide classification and compensation study, the
 7 County agrees to reopen the contract to negotiate the impact of the results of the classification and
 8 compensation study. If the county-wide classification and compensation study has not been
 9 completed by January 1, 1998, the Union retains the right to re-open negotiations solely for the
 10 purpose of negotiating assignments of Court Clerk I and II pay ranges.

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 12 APPROVED this 1st day of October, 1996.

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 18 King County Executive

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 23 Service Employees International Union - Local 6

S.E.I.U., LOCAL 6, SUPERIOR COURT CLERKS

ADDENDUM A

1996

I. WAGE RATES 1996:

COURT CLERK I - Range 32										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
ANN	23,518.32	24,843.82	25,235.04	25,839.84	26,460.72	27,096.72	27,748.56	28,416.72	29,102.16	29,804.16
MON	1,959.86	2,053.66	2,102.92	2,153.32	2,205.06	2,258.06	2,312.38	2,368.06	2,425.18	2,483.68
35-HR	12.9222	13.5406	13.8654	14.1977	14.5389	14.8883	15.2465	15.6136	15.9902	16.3759

COURT CLERK II - Range 34										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
ANN	24,657.36	25,839.84	26,480.72	27,096.72	27,748.56	28,416.72	29,102.16	29,804.16	30,524.16	31,261.92
MON	2,054.78	2,153.32	2,205.06	2,258.06	2,312.38	2,368.06	2,425.18	2,483.68	2,543.68	2,605.16
35-HR	13.5480	14.1977	14.5389	14.8883	15.2465	15.6136	15.9902	16.3759	16.7715	17.1769

SCHEDULING OF PRO TEM COURT CLERKS

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Effective immediately 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.



**King County
Department of Judicial Administration**

M. Janice Michels
Director and Superior Court Clerk

516 Third Avenue Room E609
Seattle, WA 98104-2386

(206) 296-9300 (206) 296-0100 TTY/TTD

12493

August 2, 1996

TO: SEIU Local 6: Courtroom Clerks

FM: M. Janice Michels, Director, Department of Judicial Administration

RE: Courtroom Clerk Vacation Scheduling

The Department of Judicial Administration agrees during 1996 and 1997 to permit a minimum of three employees to schedule vacation in advance (by the last work day, in February, in accordance with contract language) on any specific day. Up to four employees may be scheduled in advance (by the last work day in February) for vacation during the week of Thanksgiving and during the months of July and August. Up to five employees may be scheduled in advance (by the last work day in February) for vacation during the week in which Christmas and New Years fall and during the weeks of Judicial Conference. At the completion of the annual vacation scheduling which occurs on the last work day in February, an employee will be permitted vacation on any day, scheduled at least five working days in advance, so long as the maximum number of clerks scheduled off for that specific day does not exceed three. This is in effect for the 1996/1997 scheduling only. The Department of Judicial Administration agrees to discuss any necessary changes for 1998 or 1999 with SEIU Local 6.

PLS:ddf

HAUSERSVLLMPLS\SEIU.MEM





12493

**King County
Department of Judicial Administration**


M. Janice Michels
Director and Superior Court Clerk

516 Third Avenue Room E609
Seattle, WA 98104-2386

(206) 296-9300 (206) 296-0100 TTY/TTD

August 2, 1996

TO: Service Employees International Union, Local #6 (Courtroom Clerks)

FM: M. Janice Michels,  Director, Department of Judicial Administration

RE: Sick Leave Call in

The Department of Judicial Administration agrees to provide an answering service for sick leave calls. The procedures are as follows:

Answering machine questions will include:

1. Full Name
2. Nature of Illness
3. Any special instructions for the placement of clerk

The message will include:

"A doctor's statement is required for this absence if it places you past the 42-hour cutoff."

Messages may be left between 5:30 a.m. and 7:30 a.m. on the day of absence. Calls after 7:30 must be placed directly to the scheduler. All calls must be received before 8:00 a.m.

In the event of a recorder malfunction, it is the individual clerk's responsibility to call the scheduler on the non answering machine number.

Failure to give all the appropriate information requested will result in leave without pay being charged for the absence.

The machine will indicate date and time of call.

PLS:ddf

I:\USERS\LLM\PLS\LOCAL6.MEM

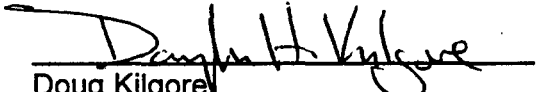


Memorandum of Understanding
between
King County Department of Judicial Administration
and
Service Employees International Union, Local 6
concerning
Superior Court Clerks
Bargaining Unit

With regard to the initial assignment of court clerks to the new Regional Justice Center (hereinafter referred to as the "RJC"), the parties agree that:


1. Judicial Administration has sought volunteers to fill the court clerk positions at the RJC. Currently, eleven clerks have volunteered to be transferred to the RJC.
2. The clerks who volunteer to be transferred to the RJC shall be considered permanently assigned to the RJC until a vacancy occurs at the King County Courthouse. At that time, clerks at the RJC may apply for the open position at the King County Courthouse location.
3. If staffing needs for the RJC exceed the number of volunteers, Judicial Administration may assign clerks to the RJC in reverse order of seniority.
4. Judicial Administration shall reserve the right to assign any clerk, regardless of seniority, to the Regional Justice Center to fill short term staffing needs that may arise. No clerk will be assigned for more than sixty (60) days to fill a short term staffing need during the first eight (8) months of RJC operation.
5. Parties agree to meet and confer to resolve any issues related to clerk assignment that may arise after the opening of the RJC.
6. The parties signing below have the authority to bind the parties to this Agreement.

I agree on behalf of S.E.I.U, Local 6:


Doug Kilgore
Business Representative

Sept 5, 1996
Date

I agree on behalf of King County:


Steve Robinson
Labor Negotiator

Sept 13, 1996
Date

Memorandum of Understanding

between

King County Department of Judicial Administration

and

Service Employees International Union, Local 6

concerning

Superior Court Clerks

Bargaining Unit

1. Upon ratification of this agreement by the King County Council, each courtroom clerk shall receive a 2.25% wage increase effective January 1, 1996. This increase shall correspond to the 1996 King County salary schedule as follows:

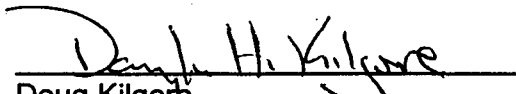
COURT CLERK I - Range 32										
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
ANN	23,518.32	24,643.92	25,235.04	25,839.84	26,460.72	27,096.72	27,748.56	28,416.72	29,102.16	29,804.16
MON	1,959.86	2,053.66	2,102.92	2,153.32	2,205.06	2,258.06	2,312.38	2,368.06	2,425.18	2,483.68
35-HR	12,922.22	13,540.6	13,865.4	14,197.7	14,538.9	14,888.3	15,246.5	15,613.6	15,990.2	16,375.9

COURT CLERK II - Range 34										
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
ANN	24,657.36	25,839.84	26,460.72	27,096.72	27,748.56	28,416.72	29,102.16	29,804.16	30,524.16	31,261.92
MON	2,054.78	2,153.32	2,205.06	2,258.06	2,312.38	2,368.06	2,425.18	2,483.68	2,543.68	2,605.16
35-HR	13,548.0	14,197.7	14,538.9	14,888.3	15,246.5	15,613.6	15,990.2	16,375.9	16,771.5	17,176.9

2. The "new King County" standard vacation schedule shall become effective July 1, 1996.
3. The increase in sick leave cashout from twenty-five percent (25%) to thirty-five percent (35%) shall become effective July 1, 1996.

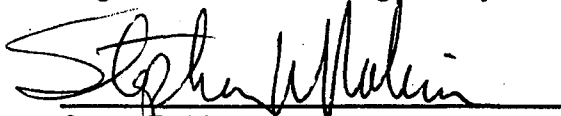
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