

04/02/99
02000199

BRIAN DERDOWSKI
Larry Phillips
Kent Pullen
Greg Nickels

Introduced By:

Clerk 04/13/99

Proposed No.:

1999-0211

ORDINANCE NO. **13483**

1
2 AN ORDINANCE approving and adopting the collective bargaining
3 agreement and memorandum of understanding negotiated by and between
4 King County and Service Employees International Union, Local 6 –
5 Superior Court Clerks, representing employees in the department of judicial
6 administration; and establishing the effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated between King County
9 and the Service Employees International Union, Local 6 - Superior Court Clerks,
10 representing employees in the department of judicial administration and attached hereto is
11 hereby approved and adopted by this reference made a part hereof.

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SECTION 2. Terms and conditions of said agreement shall be effective from

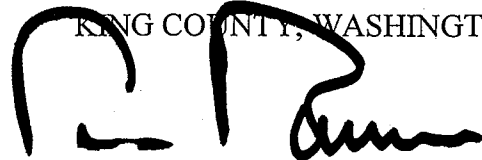
April 1, 1999, through and including March 31, 2002.

INTRODUCED AND READ for the first time this 19th day of April, 1999.

PASSED by a vote of 12 to 0 this 3rd day of May

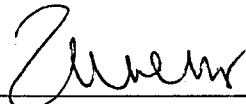
19 99.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



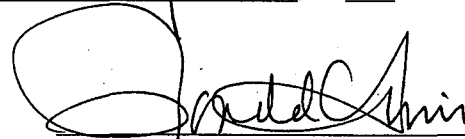
VICE Chair

ATTEST:



Clerk of the Council

APPROVED this 12 day of May, 1999.



King County Executive

Attachments: Collective bargaining agreement (document code 02C0199)

Memorandum of understanding (document code 020U0199)

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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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.
9

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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ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the signatory organization as representing its members in job classification 6210100 Court Clerk I and job classification 6210200 Court Clerk II.

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

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

Section 3. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary-treasurer of the signatory organization and transmit the same to the secretary-treasurer of the signatory organization.

The signatory organization will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues

1 for the signatory organization. The signatory organization agrees to refund to the County any
2 amounts paid to it in error on account of the check-off provision upon presentation of proper evidence
3 thereof.

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

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

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

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

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

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

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

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

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

2 The parties acknowledge that during the negotiations resulting in this Agreement each had the
3 unlimited right and opportunity to make demands and proposals with respect to any and all subjects
4 or matters not removed by law from the area of collective bargaining and the understandings and
5 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this
6 Agreement. King County and the Union each voluntarily and unqualifiedly waives the right and each
7 agrees that the other shall not be obligated to bargain collectively with respect to any subject or
8 matter not specifically referred to or covered in this Agreement, even though such subject or matter
9 may not have been within the knowledge or contemplation of either or both of the parties at the time
10 they negotiated or signed this Agreement. All rights and duties of both parties are specifically
11 expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the
12 entire agreement between the parties and concludes collective bargaining for its duration, subject only
13 to a desire by both parties to mutually agree to amend or supplement at any time, and except for
14 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 exclusive of lunch period and shall normally be scheduled Monday through Friday, unless it is determined at some future time that the Superior or Juvenile Courts will function on a normal basis of other than Monday through Friday in which case management shall meet with the Union to discuss arrangement of schedules. However, the determination of work schedules and work assignments is vested solely with management.

Section 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.

ARTICLE 6: VACATIONS

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

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

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

Section 2.

A. Employees who were employed on or before December 31, 1995 and subsequent to that date complete three (3) full years of service shall begin to accrue fifteen (15) days of vacation

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

4 **B.** Full-time regular employees may accrue up to sixty (60) days vacation leave. Part-
5 time regular employees and temporary employees who are employed at least half-time and who are
6 eligible to receive vacation and sick leave may accrue vacation leave up to sixty (60) days prorated to
7 reflect their normally scheduled workweek.

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

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

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

17 **Section 6.** In cases of separation by death, payment of unused vacation benefits shall be made
18 to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

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

23 **Section 8.** Temporary employees may be granted vacation benefits per King County Code
24 3.12.

25 **Section 9.** Vacation scheduling shall be done on a seniority basis for the first two (2)
26 requests. The first request shall be made up of continuous five (5) day blocks of time. Each person
27 shall submit their first request by the third Friday in January of each year. The County will allow as
28 many employees to be gone on vacation leave at any given time as work load permits. Alternate first

1 choices may be submitted and numbered in order of preference. A schedule of approved first choice
2 vacation shall be posted by the first Friday in February. Each person shall then submit second
3 choices in the same manner by the third Friday in February. After the final vacation schedule is
4 posted, all further requests will be approved on a first-come, first-served basis. Conflicting first-
5 come, first-served requests received on the same day shall be determined by lot. Vacation days
6 requested shall not exceed employee projected accrued vacation.

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

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

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

18 **Section 10.** Employees with a vacation balance in excess of one hundred five (105) hours as
19 of December 15 of each year may cash out up to thirty-five (35) hours of accrued vacation time.
20 Employees will notify management in writing of such intent no later than December 24 of each year.

21 **Section 11.** The employer will make a good faith effort to fund an additional FTE in the 2000
22 Budget for the purpose of providing vacation relief. If the employer is unable to acquire funding for
23 an additional FTE in the 2000 budget the Union may reopen the contract in December 1999 to
24 renegotiate the scheduling of employee vacations.

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

24 G. An employee may use up to three (3) days of sick leave each year to perform
25 volunteer services at the school attended by the employee's child. Employees requesting to use sick
26 leave for this purpose shall submit such request in writing specifying the name of the school and the
27 nature of 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. A statement signed by a licensed healthcare practitioner (no photo copies) is
10 required for each absence after an employee has exceeded 42 hours of sick leave use in a calendar
11 year. The statement must indicate verification of the illness and the necessary duration of the
12 absence. The statement must be provided directly to the supervisor. Failure to provide a written
13 statement within three (3) working days of the employees return to work will result in unauthorized
14 leave without pay and may result in further disciplinary action.

15 C. To provide flexibility for employees in determining when a licensed healthcare
16 practitioner statement is required, employees have the option of providing such statements for
17 absences prior to the absence which would exceed 42 hours of sick leave use, and in effect, banking
18 the hours against the threshold totals. [For example, an employee who has used 20 hours of sick
19 leave since January 1, subsequently is out for medical reasons for 16 more hours in the same calendar
20 year, bringing the total sick leave use to 36 hours. The employee determines that a medical visit is
21 appropriate and brings in the corresponding licensed healthcare practitioner statement for the 16
22 hours, even though such a statement is not yet required. As the year goes on, the total number of
23 hours exceeds 42: e.g. another 20 hours are used for health related reasons. This brings the
24 employees total to 56 hours. However, since the employee brought in a medical statement for 16
25 hours prior to reaching the 42 hour threshold, the employee has in effect banked 16 hours. In the
26 example above, only when the employee had exceeded 58 hours would an additional health care
27 practitioner note be necessary.]

28 D. Each employee starts January 1 with a clean slate.

1 E. Any grievances resulting from this provision will begin at Step 3 of the grievance
2 process and will be heard by the Director of the Office of Human Resources Management or his/her
3 designee rather than by a committee.

4 F. All hours of absence apply toward the forty-two (42)-hour cutoff with the
5 exception of:

6 1. use of sick leave for extended bereavement, or;
7 2. for on-the-job injury for which King County Workers' Compensation is
8 authorized. In addition, approved sick leave use beyond three (3) consecutive days will count only as
9 a three (3) day absence for purposes of the forty-two (42) hour cutoff for the health care practitioner's
10 statement.

11 G. King County may, at its discretion, visit or call employees at home or visit or call
12 the employee's physician/medical practitioner providing the statement to verify use of sick leave.

13 H. In case of absence due to an employee's illness or injury while on vacation, such
14 absence shall be deducted from accrued sick leave rather than from accrued vacation.

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

19 **Section 7.** Employees are eligible for Family Medical Leave pursuant to County ordinance.

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

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

1 **Section 10.** Employees injured on the job may use accrued sick leave and vacation benefits to
2 supplement King County Workers' Compensation payments but may not simultaneously collect sick
3 leave and workers' compensation payments in a total amount greater than the net regular pay of the
4 employee.

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

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

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

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

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

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

- 25 1. severity of illness or injury and nature of care needed;
26 2. relationship of immediate family member; and
27 3. a statement indicating that no other person is available and/or capable of
28 providing care for the ill or injured family member. In addition, family care sick leave shall be

1 approved for accompanying or transporting immediate family members to and from a hospital or to
2 medical or dental appointments, providing the immediate family member is a minor child, is infirm,
3 or cannot reasonably get to and from the appointment without the employee's aid. Up to one (1) day's
4 absence may be authorized for an employee to be at the hospital on the day of the birth of his/her
5 child.

6 E. In cases of family care where no sick leave benefit exists the employee may be
7 granted leave without pay.

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

10 G. Department management is responsible for the proper administration of this
11 benefit.

12 **Section 12. Immediate Family.**

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

17 **Section 13.** Regular, part-time employees shall be granted bereavement leave hours in the
18 same proportion as their scheduled hours of work are to the standard work week. For example, an
19 employee working seventeen and one half (17 1/2) hours each week shall be granted ten and one half
20 (10.5) hours of bereavement leave. Regular, part-time employees may not use sick leave or family
21 care sick leave for doctor and dental appointments unless they are of an emergency nature. It is
22 expected such appointments will be scheduled during non-work time.

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

Sick Leave Hours Used in a Calendar Year	Total Sick Hours Which May be Converted to Vacation Hours in the Following Year
14 or less hours	Convert 35 hours
15 to 21 hours	Convert 28 hours
22 to 28 hours	Convert 21 hours

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

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

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

1 **ARTICLE 8: HOLIDAYS**

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

4

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

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16 and any designated by public proclamation of the chief executive of the state as a legal holiday. In
17 addition, each employee shall receive two (2) additional personal holidays. These days shall be
18 administered through the vacation plan. One (1) day shall accrue as of the first of October and the
19 second day shall accrue as of the first of November of each year. Employees will be able to use these
20 days in the same manner as they use vacation days earned.

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

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

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

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

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

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1 **ARTICLE 9: WAGE RATES**

2 **Section 1.**

3 **A. Effective January 1, 2000:** Wage rates in effect on December 31, 1999, 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 1998 - September 1999; 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 In addition the Court Clerk I's shall be placed on the 40hr hourly rate for range 39, and the Court
8 Clerk II's shall be placed on the 40 hr hourly rate for range 41.

9 **B. Effective January 1, 2001:** Wage rates in effect on December 31, 2000, shall be
10 increased by a percentage factor equal to ninety percent (90%) of the increase in the CPI-W, All
11 Cities Index, September 1999 - September 2000, 1997; provided, however, that the amount produced
12 by application of the foregoing shall not be less than two percent (2%) nor greater than six percent
13 (6%).

14 **C. Effective January 1, 2002:** Wage rates in effect on December 31, 2001, shall be
15 increased by a percentage factor equal to ninety percent (90%) of the increase in the CPI-W, All
16 Cities Index, September 2000 - September 2001; provided, however, that the amount produced by
17 application of the foregoing shall not be less than two percent (2%) nor greater than six percent (6%).

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

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

1 made by the courtroom clerk manager or designee in writing to qualify for premium pay.

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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.

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
4 clerk manager or his/her designee. A Court Clerk I assigned to work in a Court Clerk II position for
5 at least two (2) 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
10 at the first step of the higher classification or the next higher amount as would constitute a minimum
11 of two (2) salary steps over the salary received prior to the assignment but not to exceed the top step
12 of the 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 position, he/she
5 shall nevertheless retain his/her recall rights to a full time position. If an employee accepts
6 assignment to a classification with a lower rate of pay than that of the position from which he/she was
7 laid off, he/she shall nevertheless retain recall rights to his/her former classification. An employee
8 may elect to refuse an offered position without forfeiting his/her recall rights; provided the option of
9 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
6 shall 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
11 have all time worked in the Department of Judicial Administration applied to determine seniority
12 status.

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

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

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

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

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

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

1 **ARTICLE 14: EMPLOYEE RIGHTS**

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

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

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.

1 **ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY**

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

10 The parties agree that personnel actions may be taken to accommodate disabilities, as may be
11 required under the Americans with Disabilities Act (ADA), and that such an accommodation under
12 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**

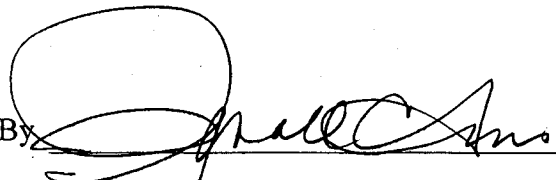
2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 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.

1 ARTICLE 21: DURATION

2 A. This Agreement shall become effective April 1, 1999, and shall continue in effect for three
3 years until March 31, 2002. Written notice of desire to modify this Agreement shall be served by
4 either party upon the other at least sixty (60) days prior to the date of expiration.

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APPROVED this 12th day of April, 1999

By 
King County Executive



Service Employees International Union - Local 6

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6
SUPERIOR COURT CLERKS
ADDENDUM A

WAGE RATES 1999:

COURT CLERK I ~ Range 33										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
35-HR	14.1375	14.8151	15.1701	15.5347	15.9079	16.2907	16.6830	17.0854	17.4976	17.9202

COURT CLERK I ~ Range 35										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
35-HR	14.8237	15.5347	15.9079	16.2907	16.6830	17.0854	17.4976	17.9202	18.3534	18.7975

WAGE RATES Effective January 1, 2000*:

COURT CLERK I ~ Range 39 (40 Hour Rate)										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
40-HR	14.2632	14.9497	15.3104	15.6802	16.0592	16.4478	16.8456	17.2540	17.6720	18.1011

COURT CLERK I ~ Range 41 (40 Hour Rate)										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
40-HR	14.9583	15.6802	16.0592	16.4478	16.8456	17.2540	17.6720	18.1011	18.5403	18.9910

*Note: From the 1999 King County Salary Schedule. Does not reflect COLA.

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.

MEMORANDUM OF UNDERSTANDING

Between

King County

And

Service Employees International Union, Local 6

Representing Employees In

King County Department of Judicial Administration

Superior Court Clerks

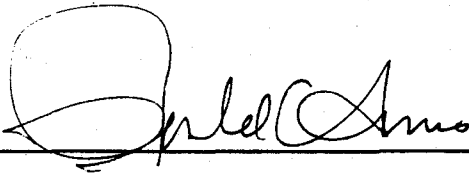
WHEREAS, the parties have bargained and reached agreement on this subject;

THEREFORE, the parties agree as follows:

Effective July 1, 1998 the pay range for Court Clerk I
shall be increased to pay Range 33.

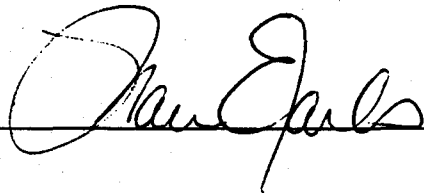
Effective July 1, 1998 the pay range for Court Clerk II
shall be increased to pay Range 35.

Effective January 1, 1999 employees will receive a 2% cost of living adjustment.
For the County:



4-10-99
Date

Service Employees International Union. Local 6



3/15/99
Date

Service Employees International Union, Local 6
Superior Court Clerks

Department of Judicial Administration

Dept	Name	Adjiser	Union	Current Rate	Range	Step Range to 33 and 35 1/1/99	1999 COLA	To Range 39 and 41, 40 hr Rate
DJA	DEIKE, PAULA A	981015	0006B	13.5365	32	13.5365	13.8072	14.2632
DJA	WEISHAAR, LOYCE M	980706	0006B	13.5365	32	14.1843	14.4680	14.9497
DJA	KRIENER, JAKKI R	980601	0006B	13.5365	32	14.1843	14.4680	14.9497
DJA	NOVOROLSKY, THERESA V	980618	0006B	13.5365	32	14.1843	14.4680	14.9497
DJA	PHIPPS, KIMBERLY CHARLANE	981102	0006B	13.5365	32	14.1843	14.4680	14.9497
DJA	CLOSSUM, RHONDA M	980401	0006B	14.1843	32	14.5246	14.8151	14.9497
DJA	BERNET, CANDIE RENEÁ	971117	0006B	14.1843	32	14.5246	14.8151	14.9497
DJA	OWENS, TRACY JACQUELINE	971001	0006B	14.5246	32	14.8726	15.1701	15.3104
DJA	TOWNSEND, MARY D	971001	0006B	14.5246	32	14.8726	15.1701	15.3104
DJA	PALMER, JEANIE SIMAU	970501	0006B	14.5246	32	14.8726	15.1701	15.3104
DJA	ALONZO-FULLER, PATRICIA	970501	0006B	14.5246	32	14.8726	15.1701	15.3104
DJA	BRICKLEY-DILLMAN, TINA MARIE	970401	0006B	14.5246	32	14.8726	15.1701	15.3104
DJA	MURPHY, BARBARA ANN	970407	0006B	14.5246	32	14.8726	15.1701	15.3104
DJA	SILKOWSKI, BARBARA JOY	970401	0006B	15.9713	32	16.3559	16.6830	16.8456
DJA	SCOTT, CARLOTTA VIOLA	910816	0006B	15.9713	32	16.3559	16.6830	16.8456
DJA	CHESVICK, EDWARD PAUL	980618	0006B	15.9713	32	16.3559	16.6830	16.8456
DJA	MITCHELL, JOSEPHINE	970203	0006B	15.9713	32	16.3559	16.6830	16.8456
DJA	ROBERTS, DAVID JOHN	970218	0006B	16.3559	32	16.7504	17.0854	17.2541
DJA	YOUNG, BENJAMIN	950501	0006B	16.7504	32	17.1545	17.4976	17.6761
DJA	ZAMELIS, JOYCE	930401	0006B	16.7504	32	17.1545	17.4976	17.6761
DJA	BIGORNIA, VICTOR	930316	0006B	16.7504	32	17.1545	17.4976	17.6761
DJA	BELL, MAUREEN	920416	0006B	17.1537	32	17.5688	17.9202	18.1011
DJA	HAVLIS, ANDREW	950417	0006B	17.1537	32	17.5688	17.9202	18.1011
DJA	MAYER, ARLEE NANETTE	970102	0006B	17.1537	32	17.5688	17.9202	18.1011
DJA	MCDONALD, DONALD HUGH	970218	0006B	17.1537	32	17.5688	17.9202	18.1011
DJA	EVANS, ROBERT	901101	0006B	17.1537	32	17.5688	17.9202	18.1011
DJA	CRUMLEY, RICHARD	901101	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	STEVENS, MARSHA MARIE	900516	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	MCQUAID, KAREN	900801	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	FORD, LARRY D SR	911001	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	PIZARRO, MERCI	920803	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	UNCHUR, ROBERT J	891016	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	MASON, JOSEPH	890918	0006B	17.1543	32	17.5688	17.9202	18.1011

Service Employees International Union, Local 6
Superior Court Clerks

Department of Judicial Administration

Dept	Name	Adjser	Union	Current Rate	Range	Step 1/1/99 Range to 33 and 35	1999 COLA	To Range 39 and 41, 40 hr Rate
DJA	GABRIELSON, KARLA	890717	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	STEWART, HEIDI LYNNE	970303	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	BARBER, VIRGINIA	920420	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	WATSON, CAROL KATHLEEN	951201	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	MCLEOD, EILEEN	880816	0006B	17.1543	32	17.5688	17.9202	18.1011
DJA	SCHOUW, PAUL AMES	880808	0006B	17.1544	32	17.5688	17.9202	18.1011
DJA	AVILA, JOVELITA	891216	0006B	17.1544	32	17.5688	17.9202	18.1011
DJA	SCHROEDER, JON O	880501	0006B	17.1544	32	17.5688	17.9202	18.1011
DJA	REIFF, GAIL A	891023	0006B	17.1544	32	17.5688	17.9202	18.1011
DJA	BEHAN, JOANNE G	891216	0006B	17.1544	32	17.5688	17.9202	18.1011
DJA	KEATING-GORDON, MELISSA R	880101	0006B	17.1545	32	17.5688	17.9202	18.1011
DJA	GERTLER, RONALD E	871101	0006B	17.1545	32	17.5688	17.9202	18.1011
DJA	PAGUAGA, BERNARD	870616	0006B	17.1545	32	17.5688	17.9202	18.1011
DJA	LANE, JOHN W	860421	0006B	17.1545	32	17.5688	17.9202	18.1011
DJA	RHOADS, CAROLYN L	970916	0006B	18.0118	32	18.0118	18.3720	19.006155
DJA	HARKEY, LYNN	901008	0006B	14.8726	34	15.2301	15.5347	15.6802
DJA	BYRD, MELODY K	810901	0006B	14.8726	34	15.2301	15.5347	15.6802
DJA	ENEBRAD, BEVERLY A	820201	0006B	14.8727	34	15.2301	15.5347	15.6802
DJA	MONTGOMERY, ADA	910219	0006B	15.2301	34	15.596	15.9079	16.0592
DJA	BAYSINGER, VIRGINIA D	841101	0006B	15.2301	34	15.596	15.9079	16.0592
DJA	FAGGETTER, ANNE O	850701	0006B	15.9713	34	16.3559	16.6830	16.8456
DJA	OWEN, JANE S	910201	0006B	15.9713	34	16.3559	16.6830	16.8456
DJA	LAVRINEC, MARION L	810616	0006B	17.5688	34	17.9935	18.3534	18.5403
DJA	TRAIL, DEBRA B	791217	0006B	17.9934	34	18.429	18.7976	18.991
DJA	LEVIN, ROBERT M	781114	0006B	17.9934	34	18.429	18.7976	18.991
DJA	POVICK, GARY L	831116	0006B	17.9934	34	18.429	18.7976	18.991
DJA	MAIER, D COLE	780716	0006B	17.9934	34	18.429	18.7976	18.991
DJA	LYNCH, DEVERA	840101	0006B	17.9934	34	18.429	18.7976	18.991
DJA	ELLIS, JUNE B	881017	0006B	17.9935	34	18.429	18.7976	18.991
DJA	BARRETTE, DEBORAH C GESS	731219	0006B	17.9935	34	18.429	18.7976	18.991
DJA	SMART, ANNE C	900815	0006B	17.9935	34	18.429	18.7976	18.991
DJA	GATMAYTAN-RYN, MARIA	871012	0006B	17.9935	34	18.429	18.7976	18.991
DJA	GUTHRIE, NANCEE JO	850201	0006B	17.9935	34	18.429	18.7976	18.991

Service Employees International Union, Local 6
 Superior Court Clerks

Department of Judicial Administration

Dept	Name	Adjser	Union	Current Rate	Range	Step 1/1/99 Range to 33 and 35	1999 COLA	To Range 39 and 41, 40 hr Rate
				1082.24	1109	1108.874	1131.05168	
				1977247	49431	48666.35	89184.6104	
						56078.23	102767.427	

38267.66
 87058.9265
 137069.975

Summary
Sal
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PERS/FICA

98 base **99**
 \$1,977,247 \$ 89,185
 146,102 6,590
 321,687 14,510

Total

\$2,445,036 \$ 110,284