

**Master Labor Agreement (MLA) - Appendix 38
 Agreement Between King County
 And
 Public Safety Employees Union
 Legal Administrative Specialists - Department of Judicial Administration
 [021]**

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

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

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

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

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

22 **Section 2.6. Union Request:** The County will transmit to the Union twice a year, upon
23 request, a current listing of all employees in the unit. Such list shall indicate the name of the
24 employee, wage rate, job classification and department or unit.

25 **Section 2.7. Voluntary political deduction:** King County shall, upon receipt of a written
26 authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit
27 employee the amount of contribution the employee voluntarily chooses for deduction for political
28 purposes and shall transmit the same to the Union.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force is vested exclusively in
3 the County subject to the terms of this Agreement. All matters not specifically and expressly covered
4 or 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 3.1.** 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,
10 and to 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
12 class specifications, and allocate positions to those classifications; determine the methods, materials
13 and tools to accomplish the work; designate duty stations and assign Employees to those duty
14 stations;

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

18 D. Establish reasonable work rules; assign the hours of work; assign Employees to
19 shifts and days off; and assign work daily, including work belonging to different positions than
20 regularly assigned as well as assigning a member of this bargaining unit's work to a non-bargaining
21 unit employee, to ensure effective cross-training of staff, which will ensure the needed flexibility for
22 Judicial Administration to meet its operational needs;

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

27 F. All matters not covered in this Agreement shall be administered by the Employer
28 consistent with the King County Personnel Guidelines. Any dispute arising from the application of

1 the King County Personnel Guidelines shall be handled through the processes outlined in the King
2 County Personnel Guidelines. An Employee choosing to pursue an appeal through King County
3 Personnel Guidelines is precluded from pursuing the same matter through the grievance procedure.

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

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

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

19 **Section 5.1.** Work Schedule: The standard workweek shall consist of five (5) consecutive
20 standard work days of eight (8) hours each and forty (40) hours per week exclusive of lunch period
21 and shall normally be scheduled Monday through Friday except for bargaining unit members who are
22 grandfathered to a thirty-five (35) hour a week schedule. However, the determination of work
23 schedules and work assignments is vested solely with management.

24 **Section 5.2.** Overtime Pay: Except as otherwise provided in this Article, employees on a
25 five-day schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess
26 of forty (40) hours in one week, exclusive of lunch period.

27 **Section 5.3.** All overtime shall be authorized in advance by a supervisor.

28 **Section 5.4.** Lunch Breaks: The normal lunch period shall be taken as assigned by

1 supervisor or designee. At least annually, employees will select either a one half (1/2) hour or a one
2 (1) hour unpaid lunch period daily; however, an employee cannot request a change more than once a
3 month. In the event the workload necessitates that an employee takes their lunch period at a different
4 time, such employee will notify the supervisor via e-mail. This provision shall be fairly applied, and
5 give reasonable consideration to incidental job duties that may prevent timely notification, and
6 variations in clocks or email delivery time. DJA supports the reduction of one hour meal periods to
7 1/2 hour meal periods, as long as this change does not cause operational disruptions, or overtime
8 obligations due to court going beyond normal ending time at the end of the day. To this end,
9 supervisors will be authorized by management to use their discretion to allow this reduction in the
10 meal period for employees who so request. Supervisors will be required to manage these requests so
11 that if overtime is reasonably likely, said request will be denied. If a request is granted and that
12 particular court routinely runs beyond normal end time, the approval will be rescinded. This practice
13 will be reviewed by management and may be discussed in LMC during the course of this CBA in
14 order to make any process improvements deemed necessary by management. Neither Section 5.4 nor
15 the practice of granting, denying or rescinding ½ hour lunch requests are grievable beyond the DJA
16 Director step.

17 **Section 5.5. Missed Breaks:** Employees are expected to take their daily rest and meal breaks.
18 If a court assignment is likely to interfere with a normally scheduled break, the impacted employee
19 must notify his/her supervisor in advance of the missed break in order to allow the supervisor an
20 opportunity to provide coverage. Breaks missed due to the necessity of court proceedings will be
21 compensated either by 1) shortening the work day and allowing the employee to leave early, or
22 2) paying (subject to the CBA overtime rules) for the missed time, at the discretion of the supervisor.
23 The decision of the supervisor to release the employee early or to pay for the extra time worked, is at
24 the supervisor's discretion and is not grievable beyond the DJA Director step.

25 **Section 5.6. Special Schedule:** At least five (5) working days advance notice shall be given
26 an employee prior to commencement of a special schedule altering working hours for more than one
27 (1) day except when circumstances of same are beyond the control or knowledge of Judicial
28 Administration management.

1 **Section 5.7.** FLSA: If any provision of this Article conflicts with minimum standards
2 established by state or federal law, then that provision shall be automatically amended to provide the
3 minimum standards.

4 **Section 5.8.** In accordance with practice, employees shall track their time as directed by their
5 supervisor or designee.

6 **Section 5.9.** Weather and Telecommuting: If Superior Court is closed because of inclement
7 weather, employees who are telecommuting are expected to work their normal schedule to the extent
8 work has been scanned and indexed into the employee's assigned work queue or general docketing,
9 and provided supervision and technical support are available by phone. The employee may use
10 vacation leave if not desirous of working.

11 **Section 5.10.** Alternative Work Schedules: Judicial Administration values alternative work
12 arrangements and will work collaboratively with the union through the Labor Management process to
13 make any changes to existing arrangements pursuant to the Joint Labor Coalition Alternative Work
14 Arrangements Guide. Management retains the discretion to approve or not approve requests for
15 alternative work arrangements based on the operational needs of the Department. These needs
16 include but are not limited to; meeting production goals, the equitable distribution of work, and
17 changes in section workloads.

18 **ARTICLE 6: VACATIONS – PER MLA Article 35, and VACATION LEAVE CAP – PER**
19 **MLA Article 9**

20 In Addition to MLA Article 35:

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

23 **Section 6.2.** Vacation Requests: In accordance with past practice, vacation requests will be
24 reasonably approved by a supervisor based on the workload. As indicated on the Absence Request
25 Form, vacation in excess of one (1) day should be scheduled and approved at least two (2) weeks in
26 advance. Use of vacation time for one (1) day or less should be scheduled and approved at least three
27 (3) days in advance, emergencies excepted. Approval for extended vacation requests (more than one
28 week) shall be at the sole discretion of management.

1 **ARTICLE 7: ATTENDANCE**

2 The Union and the Employer agree that employees' attendance should be regular and reliable.
3 Therefore, employees should maintain their regular work schedule without late arrivals, unauthorized
4 leave without pay, unauthorized leave, and no shows or otherwise seek the appropriate approvals for
5 an absence as defined in the policy entitled Attendance Rules and Procedure for Non-Represented,
6 FLSA-Covered Employees.

7 **ARTICLE 8: SICK LEAVE**

8 Per MLA Article 34, 8, and 11.

9 In Addition to MLA Article 34:

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

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

13 A. The employee is not entitled to sick leave if not previously earned or donated. The
14 employee shall normally notify their supervisor or designee at least 30 minutes prior to the start of
15 their shift. The employee shall keep calling until a supervisor or designee has actually been
16 contacted. The employee will be required to contact the supervisor on each day of a continuing
17 absence unless specifically excused from doing so from the supervisor.

18 B. Sick leave use procedures will follow the policy entitled Attendance Rules and
19 Procedures for Non-Represented, FLSA Covered Employees, which requires a doctor's original
20 statement when the absences occur pursuant to the above referenced policy.

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

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

28 **Section 8.3. Bereavement Leave.** Per MLA Article 8.

1 **Section 8.4. Incentive to use low amounts of sick leave.** Employees who use thirty two
2 (32) hours of sick leave or less per year, and who worked for the Department of Judicial
3 Administration for the entire calendar year, shall become eligible to convert accrued sick leave hours
4 to vacation hours in the following calendar year pursuant to the following schedule:

Sick Leave Hours Used in a Calendar Year	Total Sick Hours Which May be Converted to Vacation Hours in the Following Year
16 or less hours	Convert 40 hours
17 to 24 hours	Convert 32 hours
25 to 32 hours	Convert 24 hours

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

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

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

17 **ARTICLE 9: HOLIDAYS**

18 Per MLA Article 10.

19 In Addition to MLA Article 10:

20 **Section 9.1. Holiday Pay.** Holidays paid for but not worked shall be recognized as time
21 worked for the purpose of determining weekly overtime.

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

24 **Section 9.2. Part Time.** A regular part-time employee shall receive only those paid holidays
25 which fall on regularly scheduled working days, and the paid holidays shall consist of the employee's
26 regularly scheduled working hours.

27 **ARTICLE 10: WAGE RATES**

28 In Addition to MLA and Total Compensation Agreements:

1 **Section 10.1. Rates of Pay.** Effective January 1, 2018, Legal Administrative Specialist I's,
2 Legal Administrative Specialist II's and Legal Administrative Specialist III's shall receive salaries in
3 accordance with the appropriate King County hourly "squared table."

4 A. Legal Administrative Specialist I's are placed on Range 34 of the appropriate King
5 County "squared table";

6 B. Legal Administrative Specialist II's are placed on Range 38 of the appropriate
7 King County "squared table."

8 C. Legal Administrative Specialist III's are placed on Range 44 of the appropriate
9 King County "squared table."

10 The above step increases shall be "step to step" consistent with King County Code.

11 Step Increases: New employees shall serve a one year probationary period. (This will not
12 apply to any employees on a 6 (six) month probation as of 1-1-18; said employees will retain the 6
13 month probation period). New employees shall be hired at Step 1 of their respective pay range and
14 advanced to Step 2 after the successful completion of a six (6) month period unless the new employee
15 was hired above a Step 1, in which case the employee will advance as provided below. Advancement
16 to Step 2 may be denied upon serving written notice to the employee specifying the reason thereof or
17 termination; however, upon successful completion of probation, the employee will advance to Step 2.
18 Employees on Steps 2 through 9 on January 1 of each year shall advance one step, provided that they
19 have satisfactorily performed their job.

20 D. Satisfactory Performance: Satisfactory Performance shall mean an overall rating
21 of 3.0 or above on the employee performance evaluation utilized by the Department. If the
22 performance of the employee is rated below a 3.0 specific comments on which the rating is based
23 must be provided; to aid the employee in understanding what performance is desired.

24 E. Process to Improve Satisfactory Rating: The employee, if denied a step increase,
25 may request a consultation with the supervisor and be placed on a quarterly evaluation and at such
26 time that the employee's performance becomes "satisfactory," as defined supra, the employee shall
27 receive the previously denied step increase prospectively (i.e. the first of the month following
28 attaining a "satisfactory" evaluation. The date on which an employee would be entitled to a future

1 step increase will not be affected by the above action.

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

3 Per MLA Article 25.

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

5 Per MLA Article 37.

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

7 **Section 13.1.** The positions to be laid off shall be at the sole discretion of management. Said
8 layoffs will be based on reverse departmental seniority.

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

12 **Section 13.2. Qualification:** Employees are required to meet the minimum qualifications to
13 perform the work of a specific position within a classification; including, but not limited to, the
14 position into which the employee intends to bump.

15 **Section 13.3. Bumping.** An employee may elect to bump the employee with the least
16 departmental seniority as provided within this Section. Bumping shall not result in a promotion. An
17 employee will have seven (7) work days from the time of written notification of layoff to notify the
18 County in writing of his/her intent to exercise his/her bumping rights.

19 An employee will forfeit his/her bumping rights if his/her written notice is not submitted
20 within seven (7) work days or the County has not accepted a late filing of the notice. The County
21 will, if it determines that there are warranting circumstances, accept a late filed notice from an
22 employee.

23 If the Department determines that an employee identified for layoff is not qualified for the
24 positions held by less senior employees, the employee may appeal that determination to the King
25 County Career Support Services Program for analysis and final determination.

26 The Career Support Services Program will perform a comprehensive skills assessment for the
27 employee selected for layoff; the department will furnish Career Support Services with a complete
28 and up-to-date description of the position that is potentially a bumping option; and the department

1 will consult with Career Support Services about whether the laid-off employee is qualified for the
2 bumping option position. The parties will abide by the decision of Career Support Services and such
3 decision shall not be grievable by either party.

4 **Section 13.4.** Employees laid off shall be rehired in the inverse order of layoff; namely, those
5 laid off last will be rehired first.

6 **Section 13.5.** The County agrees to notify the Union at least fourteen (14) calendar days in
7 advance, in writing, of any anticipated reduction in force.

8 **Section 13.6.** Employees on layoff shall be referred to other positions within the Career
9 Service in accordance with the Personnel Guidelines. All employees who are laid off shall be placed
10 on a recall list with the employee with the most seniority who has passed probation in a classification
11 being recalled first. A laid off employee may be removed from the recall list for any of the following
12 reasons:

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

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

15 C. Failure to report to work;

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

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

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

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

27 **ARTICLE 14: SENIORITY**

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

1 A. Length of service in the Department of Judicial Administration.

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

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

6 **Section 14.2.**

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

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

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

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

15 E. At the request of the union but not more than once a year, the County shall provide
16 the Union with a list of new hires, employees on leave without pay, termination, and transfers by
17 January 5th each year, which reflects the employee's status as of December 20 of the previous year.

18 **ARTICLE 15: EMPLOYEE RIGHTS**

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

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

27 **ARTICLE 16: GRIEVANCE PROCEDURE**

28 Per MLA Articles 26 and 27.

1 **ARTICLE 17: MISCELLANEOUS**

2 **Section 17.1. Union Leave:** – Per MLA Article 22.

3 **Section 17.2. Transportation Reimbursement:** - Per MLA Article 38.

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

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

8 **Section 17.5. Transfer/Training/Promotion:** Unsuccessful bargaining unit applicants for
9 transfer, training, and/or promotion within the bargaining unit will be verbally provided with the
10 reasons for the decision at the request of the employee. Such decisions shall not be a subject for
11 grievance under Grievance Procedure. DJA will maintain a list of employees interested in being
12 considered for transfer opportunities to specified work sites or sections. When openings become
13 available, DJA will give fair consideration to any employee who has indicated an interest in working
14 at said work site or in a different section. DJA will continue to exercise its discretion when making
15 decisions with regard to the transfer and/or placement of employees to particular worksites, and these
16 decisions may not be grieved.

17 **Section 17.6. LMC:** The County and the Union agree to meet and discuss issues of common
18 concern during the term of this Agreement. The frequency of such meetings are to be determined by
19 the parties, by mutual agreement, given the issues to be discussed and the schedules of the parties.
20 Though the parties may at any time agree to a different arrangement, for the present the parties agree
21 to meet quarterly at a time and place agreed upon. This may be either during Court time or before or
22 after Court or during lunch time. Meetings may alternate between these times. The Union may be
23 accompanied by up to two shop stewards, who will be paid for this time.

24 **Section 17.7. Safety Meetings:** Management may schedule safety meetings, as necessary.
25 When required to attend safety meetings employees will be paid to attend.

26 **Section 17.8. Timelines:** Unless otherwise specified in this Agreement, references to days,
27 if five (5) or less, shall be considered working days. References to six (6) days or more, unless
28 otherwise specified in this Agreement, shall be considered calendar days.

1 **Section 17.9. Probation:** All newly hired and promoted employees must serve a
2 probationary period of up to one year. As the Guidelines specify that the probationary period is an
3 extension of the hiring process.

4 **ARTICLE 18: UNION REPRESENTATION**

5 **Section 18.1.** Authorized representatives of the Union may, after notifying the County
6 official in charge, visit the work location of employees covered by this Agreement at any reasonable
7 time for the purpose of investigating grievances but shall not conduct Union business on County time
8 and shall under no circumstances interrupt court proceedings.

9 **Section 18.2.** Authorized representatives of the Union may have reasonable access to its
10 members in County facilities for transmittal of information or representation purposes before work,
11 during lunch breaks, or other regular breaks, as long as the work of the County employees, services to
12 the public and court proceedings are unimpaired. Prior to contacting members in County facilities
13 such authorized agents shall make arrangements with the department director or designee.

14 **Section 18.3.** The Union shall have the right to appoint stewards within departments where
15 its members are employed under the terms of this Agreement. The maximum number of stewards
16 appointed shall be two (2).

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

20 **Section 18.4.** It shall be a violation of this Agreement to directly or indirectly interfere with,
21 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
22 their right to organize and designate representatives of their own choosing for the purpose of
23 collective bargaining or in the free exercise of any other right under RCW 41.56.

24 **Section 18.5.** A negotiating committee not to exceed two (2) persons may be selected from
25 amongst bargaining unit employees by the Union. Employees so selected may be released from work
26 duties to participate in face-to-face negotiation sessions with employer representatives only if such
27 release does not interfere with court operations as determined by the department director.

1 **ARTICLE 19: 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.

13 **ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION**

14 **Section 20.1.** The County and the Union agree that the public interest requires efficient and
15 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
16 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
17 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
18 duties, sick leave absence which is not bona fide, or other interference with County functions by
19 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
20 to end such interference. Any concerted action by an employee in the bargaining unit shall be
21 deemed a work stoppage if any of the above activities have occurred.

22 **Section 20.2.** Upon notification in writing by the County to the Union that any of its
23 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
24 members to immediately cease engaging in such work stoppage and provide the County with a copy
25 of such order. In addition, if requested by the County, a responsible official of the Union shall
26 publicly order such employees to cease engaging in such a work stoppage.

27 **Section 20.3.** Any employee who commits any act prohibited in this section will be subject in
28 accord with the County's Administrative Guidelines to the following action or penalties:

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A. Discharge.

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

ARTICLE 21: SAVINGS CLAUSE

Per MLA Article 30.

1 **ARTICLE 22: DURATION**


2 Per MLA Article 31.

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5 APPROVED this 15 day of MARCH, 2018.

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8 By: 

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10 King County Executive

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12 Public Safety Employees Union:

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15 Dustin N. Frederick 2/6/18
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