

DISTRICT COURT **WORKING AGREEMENT**

ARTICLE 1 - PARTIES TO AGREEMENT

This Agreement is entered into by the Spokane County District Court, of Spokane County, hereinafter referred to as the “Employer”, and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1553, hereinafter referred to as the “Union”, for the purpose of establishing all working conditions which are not wages and benefits directly related to wages.

ARTICLE 2 - PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between Spokane County District Court and the employees represented by the Union. The Employer and Union agree to:

Section 1. Discuss and establish hours of work and conditions of employment, which are not wages or benefits directly related to wages.

Section 2. Promote the highest degree of efficiency, effectiveness and employee/management responsibility in the performance of the work.

Section 3. Enhance the general efficiency of Spokane County District Court, to eliminate as far as possible political considerations from policy, and to promote the morale, well-being and security of the employees.

Section 4. Prevent interruptions of work and interference with the effective and efficient operations of all Court Departments and offices.

Section 5. Provide a prompt and orderly method for handling and processing grievances; and

Section 6. Set forth the sole and complete Agreement of the parties on all working conditions except wages and benefits directly related to wages.

ARTICLE 3 - WARRANTY OF AUTHORITY

The officials executing this contract on the behalf of Spokane County District Court and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain on behalf of the organizations which they represent.

ARTICLE 4 - DEFINITIONS

The following terms are defined for the meaning within the context of this entire Agreement:

Agreement: This entire contract between Spokane County District Court and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1553 is expressed in this writing. No verbal statement shall add to or supersede any of its provisions.

Anniversary Date: The date that signifies the completion of each year of service by an employee in a regular full-time position, within the same classification.

Class/Classification: Two or more positions sufficiently similar with respect to duties and responsibilities such that: 1) the same descriptive title may be used to designate each position assigned (classified) to the classification; 2) the same general qualifications are needed for the performance of the duties of the classification; 3) the same test of fitness may be used to select employees.

Date of Hire: An employee's most recent date of employment adjusted to eliminate all periods which are not paid-status time.

Demotion: The change of an employee from a position in one classification to a position in another classification, which has a lower maximum salary.

Employer: The Spokane County District Court of the State of Washington for Spokane County.

Layoff: The removal of an employee from his/her position because of a reduction in force.

Paid-Status Time: All time during which an employee accrues entitlement to receipt of salary.

Promotion: The change of an employee from a position in one classification to a position in another classification having a higher maximum salary.

Regular Employee: An employee who has completed the initial review period and who is appointed to a position for an undefined period of time and has a normal work schedule of thirty-seven and one-half (37.5) hours or more per week.

Regular Part-Time Employee: An employee who has completed the initial review period and who is appointed to a position for an indefinite period of time and who has a normal work schedule of less than thirty-seven and one half (37.5) hours per week, but not less than twenty (20) hours per week.

Resignation in Good Standing: A voluntary resignation with at least ten (10) working days' notice.

Separation: Voluntary resignations, termination, discharge, retirement, and layoff are considered to be separations.

Special Fund Employee: A staff member holding a position designated as specially funded on the annual District Court budget. They are considered Regular Employees with exceptions being noted in Article 6, Section 4.

Temporary/Extra Help Employee: An employee hired to work for a defined period of time on a position or on a specially funded project, or for overload or seasonal work, not to exceed 1040 hours in a twelve-month period.

Transfer: The change of an employee from a position in one classification to a position in another classification, having the same salary range.

Union: The Washington State Council of County City Employees, AFSCME, AFL-CIO, Local 1553

Vacancy: Unfilled position declared “open” by the employing official.

ARTICLE 5 - RECOGNITION

Section 1. The parties to this contract recognize that the Washington State Constitution, Article 4 Section 1 vests the judicial power of the state in a separate branch of government – the Judiciary. And further, recognizes that the Supreme Court of the State of Washington retains the power to regulate all court related functions, including administrative and personnel matters.

Section 2. The Employer recognizes the Union as the exclusive bargaining representative of all regular employees, or such other unit certification positions, which are not specifically excluded by law or court rule, of the District Court for the purpose of collective bargaining with respect to working conditions under this Agreement.

ARTICLE 6 – PROJECT, GRANT, SPECIAL FUND AND REVIEW EMPLOYEES

Section 1. Review Employees are those that are hired as a Regular Employee but have not completed the review period required to obtain Regular Employee status. For the purpose of this section, the review period shall be the first 12 months of employment. If an Employee is promoted during their review period, their new review period shall be four (4) months or the remainder of their original period, whichever is greater. (i.e. If an employee is at month eight (8) to 12 of their review period when promoted, their new period will be four (4) months; if an employee is in one (1) to seven (7) months of their review period when promoted, their new review period will be the balance of their original review period.)

Section 2. “Project” Employees, excluding grant-funded positions, are those whose length of service is associated with an identifiable assignment that has a designated beginning and end. The

total duration of project employment shall not exceed 1040 hours in a consecutive twelve (12) month period. Project Employees shall not replace regular Employees.

Section 2(a). Notice to Union: Prior to hiring Project Employees, the Employer will notify the Union, in writing, of the following:

1. The nature and scope of the project,
2. The source and amount of funding and conditions of the project,
3. The relationship of the project to regular departmental operations,
4. The number of positions involved, and
5. The length of the project.

Section 3. Grant Funded Employment is comprised of employees hired under a grant for a specific program or project for a period of the grant and shall be treated in the same manner as a Project Employee.

All Project Employees, including Grant Funded Employees and Review Employees, are at will and serve solely at the pleasure of the Employer and either the Employee or the Employer is free to terminate the employment relationship at any time with or without reason, advance notice, or warning.

Section 4. Special Fund Employment is comprised of employees holding positions designated as specially funded on the annual District Court budget. Examples of such positions currently staffed in District Court include positions assigned to—and/or funded by—the Mental Health Therapeutic Court (MHTC), Early Case Resolution (ECR), Sheriff's Traffic School, and Civil Ex Parte fee.

Special fund employees shall be considered Regular Employees (following the 12-month review period), which includes the accrual of seniority. However, should funding for a special fund position cease, the Employee only has bumping rights on the most recently hired staff member (least senior) of District Court, but that staff member must be of an equal or lower classification.

Employees funded jointly by special fund and grant shall be considered a Special Fund Employee. An example of such a position is the Court Clerk position previously funded jointly by the MHTC special fund (75%) and the Veterans Court grant (25%).

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 1. Membership or Non-Membership Election. All Employees, within a classification included in the unit certification, which are not exempt or excluded by state or court rule, shall have the right to voluntarily become members of the Union. All Employees shall also have the right to voluntarily refrain from becoming members of the Union, without any discrimination or the payment of agency fees.

Section 2. Service Fee. All Employees, who are eligible for membership under section 1 above, electing to remain a non-union member, shall pay a service fee equivalent to the most current Hudson Fee Payer rate. The service fee is to compensate Local 1553, for representing non-union

members. The Union's duty to represent the non-members include, but is not limited to, contract negotiations, contract administration and grievance resolution.

1. The failure or refusal to pay the monthly service fee may be cause for disciplinary action.
2. If section 2 is found to be invalid or is altered, changed or modified in any manner by an administrative agency, arbitrator, or court, the Employer may unilaterally revoke section 2 by letter notification to Local 1553. Upon revocation, all membership questions and issues shall be governed by section 1 above.

Section 3. Exemption of payment to Union. Any Employee opposed to joining the Union, or paying a service fee, by bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, shall pay an amount of money equivalent to the service fee provided in section 2 above to a non religious charity mutually agreed upon by the Employee affected and the bargaining representative of Local 1553. The Employee shall furnish written proof that such payment has been made. If no decision can be reached on an acceptable charitable organization, the Public Employment Relations Commission shall designate the charitable organization.

Section 4. Union Membership enrollment and annual reaffirmation period. An eligible Employee may sign a Union membership card at any time and thereby become a Union member. A new Employee shall, within fifteen (15) days of employment, complete a designation on a form prescribed jointly by the Union and Employer, electing to become a Union member, pay a service fee, or claim an exemption based on religious tenets as defined and provided for in Chapter 41.56 of the Revised Code of Washington. All eligible Employees shall reaffirm or change their designation during the first two weeks of every March thereafter. A Union member may terminate his/her Union membership only during the annual reaffirmation period. The change of designation shall become effective at the end of the following pay period.

Section 5. Payroll Deduction. The Executive Branch of the County Government shall deduct any Union Membership dues or service fee from the pay of those Employees who individually authorize, in writing that such deductions may be made in accordance with state law and the provisions of this Article.

Section 6. Indemnification and hold harmless agreement. The Union agrees to defend, indemnify, and hold the District Court, District Court Judges, and Spokane County harmless against any and all claims, suits, orders or judgments brought or issued against Spokane County, or the District Court, or the individual Spokane County District Court Judges as a result of any action taken or not taken under the provisions of this Article.

ARTICLE 8 – UNION/EMPLOYER RELATIONS

Section 1. All collective bargaining with respect to working conditions under this Agreement shall be conducted by authorized representatives of the Employer and authorized representatives of the Union. Nothing in this Agreement shall prohibit, restrict, or prevent the full and free communication between Employer and Employee(s)

Section 2. Agreements reached between the parties to this Agreement shall become effective only when signed by authorized representatives of the Employer and ratified by a majority of the District Court Judges and signed by authorized representatives of the Union with ratification by the Union membership if necessary.

Section 3. Management Rights: The Employer retains all management rights granted by the Common Law, Statutes, Court Decisions and Rules. The Union recognizes the Employer's right to manage, and further that all rights concerned with the management and operation of the District Court are exclusively that of the Employer, unless otherwise specifically provided by the terms of this Agreement. In matters not covered specifically by language within this Agreement, the Employer shall have the clear right to make decisions in such areas on a unilateral basis and such decisions shall not be subject to the grievance procedure. The Court also possesses the sole right and authority to establish public policy and direct the operation of the Court in all aspects, including, but not limited to, all right and authority exercised by the Court prior to the execution of this Agreement. The Employer shall be required to maintain discipline and efficiency and the management rights include, but are not limited to:

1. Determining the Court's mission and policy, and to set forth all standards of service offered to the public;
2. Determining the methods, means and number of personnel needed to carry out the Court's missions;
3. Planning, directing, controlling, and determining the operation of service to be conducted by the Employees of the Court;
4. Determining which services are going to be performed;
5. Establishing work methods;
6. Establishing staffing levels;
7. Establishing qualifications for employment;
8. Directing the work force;
9. Making, publishing and enforcing personnel rules and regulations including a code of conduct (See Addendum C & D);
10. Introducing new or improved methods, equipment, or facilities;
11. Contracting out for goods and services as provided by the Supreme Court, State law, or Spokane County Ordinance;
12. Establishing work schedules and starting times;
13. Assigning work;
14. Moving incidental, routine tasks in or out of the bargaining unit; and
15. Disciplining, suspending or discharging employees.

The parties further recognize the above listing of management rights is not exclusive and that management retains the right to exercise exclusive control in any area of Employee relations not explicitly made the right of the Union by agreement.

ARTICLE 9 - SHOP STEWARD AND UNION ACTIVITY

Section 1. Shop Steward: The Employer agrees to recognize one (1) Union Representative in District Court to be selected by the Union. The Union Representative shall be allowed reasonable

time during working hours to investigate and process grievances filed by District Court employees. The Union shall provide the Employer with the name of the current District Court Union Representative. The District Court Union Representative, or other District Court Employees, shall not be involved in any employment controversy arising in the Executive Branch of the County Government, nor serve on a grievance committee for any grievance arising in the Executive Branch unless it pertains directly to the wages and wage related items of District Court Employees. The shop steward may fully participate in any and all Union activities and functions outside of working hours. The Employer also may recognize one (1) additional Union Representative should the Union request the Shop Steward obligations be shared by two (2) employees.

Section 2. Union Activities: The Employer agrees to grant one (1) Union Representative time off with pay, not to exceed an accumulative total of five (5) working days in any calendar year, to attend or represent Local 1553 at conventions or other Union business as approved by the Local Union. As a condition precedent, the Local Union shall notify the Employer in writing of the dates of conventions or other Union business ten (10) days prior to the Union activity to allow coverage of the participants' work position and duties. If the staffing needs of the Employer are deemed to be at a critical level due to previously scheduled leave and/or unforeseen leave by other Employees, the Employer may deny the Union Representative the requested time-off, but approval will not be unreasonably withheld.

ARTICLE 10 - LABOR MANAGEMENT COMMITTEE

Section 1. The Employer and the Union have established a Labor-Management Committee, which will meet periodically during the term of this Agreement to discuss matters of mutual concern.

Section 2. The Committee will meet on the request of either party when that party believes there are matters that merit discussion.

Section 3. The Committee will include not more than three representatives of the Court Management and three representatives of the Union.

Section 4. Not less than one week before the meeting of the Committee is scheduled, each party will advise the other in writing of matters which the party wishes to discuss.

ARTICLE 11 - EQUAL EMPLOYMENT OPPORTUNITIES AND NON-DISCRIMINATION

Section 1. Mutual compliance with state and federal requirements.

- A. The Union and the Employer agree to comply with all of the laws of the United States, the State of Washington concerning equal employment opportunities and non-discrimination
- B. Sexual harassment shall be considered discrimination under this Article.

- C. All references to gender in this Agreement are intended to refer equally to male and female.

Section 2. Each party agrees to advise the other, without delay, of any equal employment opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such equal employment opportunity problems through good personnel management procedures.

ARTICLE 12 - GRIEVANCE PROCEDURE

Step 1: Crucial to the cooperative spirit with which this Agreement is made between the Union and the Employer is the sense of fairness and justice brought by the parties to the adjudication of Regular Employee grievances. Should an Employee feel his/her rights and privileges under this Agreement have been violated, the Employee may, within five (5) working days of the alleged violation, consult and meet with the immediate supervisor. A Union Shop Steward or other representative of the employee's choice may be present during the meeting, if desired. The immediate supervisor shall provide a verbal decision within five (5) working days of the meeting.

The aggrieved Employee and his/her representative shall, within five (5) working days of the date the grievance occurred or the immediate supervisor's verbal decision, whichever is later, present the facts in writing to the Court Administrator. Within five (5) working days thereafter, the Court Administrator shall submit his/her written decision to the employee.

Step 2: If the grievance is not satisfactorily resolved at the above step within ten (10) working days of the Court Administrator's decision, the Employee may submit the grievance in writing to the District Court's Presiding Judge for review and resolution. The Presiding Judge may seek an agreed resolution, affirm or overrule the Court Administrator's decision, or directly and without delay refer the grievance to the Court's Executive Committee for review and decision. The Presiding Judge shall notify the grievant, in writing, within ten (10) working days of the receipt of the written grievance of the decision.

Step 3: If an Executive Committee review was not scheduled under Step 2, the grievant may, in writing, request an Executive Committee review of the decision within ten (10) working days of the notice of the Presiding Judge's decision. After receiving a request from the Employee, or upon direction of the Presiding Judge, a meeting shall be held, between the Employee, including his or her representative, and the Executive Committee of the District Court Judges. The meeting shall be held within ten (10) working days of receiving the request or referral, unless otherwise agreed by the parties. The Executive Committee of the District Court Judges will respond with a written decision with thirty (30) working days of the meeting. The decision of the Executive Committee is final and binding on all parties

The time frames referred to in this grievance procedure may be extended or waived upon mutual written Agreement of the parties.

The District Court Union Representative assisting the grievant or Employees called to testify during any step of the grievance procedure shall be allowed to do so on County time if such grievance resolution procedures are conducted during the work day.

The time elements in the grievance procedure are jurisdictional.

ARTICLE 13 - SENIORITY, DISMISSAL, LAYOFF, AND ANNUAL LEAVE

Section 1. Seniority: Seniority, for the purpose of this contract, shall consist of continuous calendar-based service of the Employee with the District Court, subject to the following conditions:

- A. Seniority shall be established upon appointment to a regular, full-time or part-time budgeted position with District Court. No seniority shall be established while an Employee is employed in a temporary position, (i.e., extra help), an intermittent position, or any other non-regular position.
- B. Seniority shall be based on continuous service with the District Court, including vacation and sick leave; however, seniority shall not be accrued while on a leave of absence without pay. The seniority date shall be adjusted for leaves of absence without pay.
- C. Seniority will not be lost as a result of a break in service for sixty (60) days or less; provided, however, that no seniority shall accrue during the period for which the Employee is not employed by the department.

Section 2. Discipline, Dismissals or Demotions:

- A. The Employer agrees to act in good faith in the discipline, dismissal or demotion of any Regular Employee and any such discipline, dismissal or demotion shall be made only for cause. It is further agreed that a violation of the Rules of Conduct, including personnel policies, rules and regulations, (see Addendum C & D), or any act or conduct which could erode the public confidence in the Court shall constitute a per se cause for discipline.
- B. The Employee, unless otherwise provided, has the right to have representation in all disciplinary actions or measure. Disciplinary action or measures shall include only the following:
 - 1. Oral Reprimand (documented and placed in Employee's personnel file).
 - 2. Written Reprimand.
 - 3. Suspension (notice to be given in writing with reasons within one (1) workday of the action). At the Employer's discretion, an Employee's annual leave balance can be used in lieu of an unpaid suspension.
 - 4. Disciplinary termination (notice to be given in writing with reasons within one workday of the action)

A corrective action or counseling shall not be considered a disciplinary action or measure but may be the basis for a disciplinary action if there is a repeated offense concerning the same matter as the corrective action or counseling within 12 months.

An Oral Reprimand shall not be used as the basis for further disciplinary action after 12 months. Should the Employee make a written request, the Employer may, but is not required to, remove the Oral Reprimand from the employee's personnel file at the end of 12 months from the date of issuance.

A Written Reprimand shall not be used as the basis of disciplinary action after 24 months of issuance to the employee. Should the Employee make a written request, the Employer may, but is not required to, remove the Written Reprimand from the Employee's personnel file at the end of 24 months from the date of issuance.

C. In cases of suspension/termination, the Employee, unless otherwise provided, shall have the right to a pre-suspension/pre-termination hearing. Employee shall be presented either orally or in writing with the nature of the charges, the facts supporting the charges, and an opportunity to respond to the charges. The Employee, unless otherwise provided, shall be notified in writing that the Employee has been suspended and/or terminated and the basis for that action.

1. In cases of suspension, the pre-suspension hearing may be waived by the Employer upon a finding by the Employer that immediate suspension is necessary due to a safety issue, security issue, or if it is determined the presence of the Employee may have an adverse effect on the daily operations of the Court.
2. The Employee, unless otherwise provided, shall have the opportunity to respond to charges made by the Employer. The response must be made in writing and filed with the Employer within twenty-four (24) hours of the charges.

D. Any disciplinary action or measure upon a Regular Employee may be processed as a grievance through the regular grievance procedure provided in this Agreement.

Section 3. Layoff:

A. The District Court may lay off Employees for lack of work or budgetary restriction. Regular Employees shall be given thirty (30) days notice prior to the effective date of the layoff.

No Regular Employee shall be laid off while another Employee in the same classification within District Court is employed on a review or temporary basis.

B. The Employee being laid off shall be placed on a re-hire list for a period of 18 months. Employees on the re-hire list shall be given first opportunity for vacant District Court bargaining unit jobs and for temporary and project positions within District Court for which they are qualified prior to outside hiring by District Court. Persons on the re-hire list shall be responsible for keeping the Employer informed of their current address. The

Employer shall notify persons on the re-hire list by USPS mail or email of District Court job openings for which the person is qualified. Qualified shall mean having demonstrated skill and required experience to perform the job; and in case of disputes, the final decision shall be made by the Presiding Judge of the Spokane County District Court. In order to be considered for the position, the person must submit a written notice of interest to the Employer by 5:00 p.m. on the fifth (5th) calendar day following the mailing of the job vacancy notification. Failure to submit a timely notice of interest will result in the Employee forfeiting any right they may have to the position. A person on the re-hire list has the right to decline one (1) offer of re-employment with the Employer without losing any rehire rights provided for in this layoff section. A second decline of an offer for re-employment will remove the Employee from the re-hire list. A non-response to a job vacancy notification shall be considered a decline.

- C. An employee who accepts a lower classification position in lieu of layoff shall also be placed on the re-hire list for a period of 18 months and will be given first consideration for a vacancy in their previous job classification. If the Employee returns to their previous job classification, the Employee must be placed at a step that meets or exceeds their current wage in the lower classification position.
- D. A person on the re-hire list who is re-employed in a regular position other than their original job classification with District Court shall serve a review period of ninety (90) days. An Employee who does not successfully complete the review period shall return to the re-hire list for the job classification from which they were originally laid off, and shall remain on the re-hire list for the remaining portion of their 18 months. This will count as one (1) decline of a job offer.
- E. Employees shall not lose seniority as a result of layoff for a period of up to 18 months; provided, however, that no seniority shall be accrued during the period of layoff, or during the time of temporary or project employment.
- F. All rights provided for in this layoff section are applicable during the 18-month period following the day of layoff unless specifically provided for otherwise. Nothing contained in this layoff section shall be construed to require the Employer to modify its organization structure in order to accommodate reemployment rights.
- G. When the Employer determines it is necessary to reduce the workforce in classifications within the bargaining unit, regular full-time Employees will be laid off based upon ability and qualifications to do the work. The Employer shall consider work performance, experience, and skill; and further, employees having the least seniority will be laid off first when the above factors are equal. The Employer's decision in the reduction of the workforce is final and may be appealed or aggrieved only to the District Court Judges' Executive Committee. No further appeal or grievance may be taken from the decision of the District Court Judges' Executive Committee.
- H. An Employee separated from the workforce under this Layoff Section may have the following "Bumping Rights":

1. If an Employee is laid off, and is not being laid off subject to the provisions of Paragraph G above regarding Performance, and that Employee has greater departmental seniority than that of other Employees in the same job classification, or another job classification at the same salary range, within the same general classification, he/she may bump that Employee, if they have the ability to perform the work of that position.
2. If the laid-off Employee has greater seniority, as defined by this Article, than that of other Employees in lower job classification within their general classification or a previously held job classification, he/she may then bump the least senior, lower classification Employee, provided he/she meets the qualifications of that position.
3. Any Employee who has been bumped shall have the same opportunity to bump.
4. Bumping rights shall be exclusive to the division of District Court to which the Employee is assigned (Clerk's office or Probation Department); i.e., an Employee laid off in the Clerk's office has no bumping rights over an Employee assigned to the Probation Department.

Section 4. Annual Leave:

A. The Employer shall attempt to grant annual leave at the time requested by the Employee. If the nature and volume of the work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with the most seniority shall be given his/her choice of annual leave period. In the event of any conflict over annual leave periods, the Employee with the most seniority shall be allowed to take no more than ten (10) days annual leave during such period.

B. Annual leave opportunities shall be posted for bid within each sub-division of the District Court no later than January 15th, and will remain open through March 31st. An annual leave schedule shall then be posted. All requests thereafter shall be on a first come, first served basis. If an Employee chooses to break up his/her vacation he/she should indicate "1st choice," "2nd choice," etc. next to the bid. Annual leave will be granted based on seniority and order of choice. (Example: a senior employee's 2nd choice does not trump another Employee's first choice.)

ARTICLE 14 - PROMOTIONS, VACANCIES, ORGANIZATIONAL STRUCTURE, CLASSIFICATION, RECLASSIFICATION, REORGANIZATION AND NEW POSITIONS

Section 1. Promotions: Promotions to a higher job classification shall be according to ability. The Employer may consider qualifications, skill, prior work performance, discipline record and seniority. There shall be a one hundred and twenty (120) day review period for such promotions in order for the employee to prove his/her qualifications, during which time the Employee shall be

compensated at the higher rate of pay. In the event the Employee's performance proves unsatisfactory, the Employee shall be returned to his/her former classification during the first 30 days of the review period and thereafter may return to the former classification if a vacancy exists in that former classification. The Employee returning to his/her former classification under this circumstance shall retain his/her seniority and salary step placement consistent with continued employment in the former position. During the review period, a promoted Employee may return to their former position if he/she has discussed the reasons for the decision with his/her supervisor, and if a vacancy exists in the former classification. Upon returning to his/her former position, the Employee shall be placed in the range and step in which he/she could have been had he/she not been promoted.

Section 2. Vacancies and New Positions: The applications for vacant and new positions shall be considered in the following order:

1. Applications from District Court Employees;
2. Applications from other county employees that are within the Unit Certification of Local 1553;
3. Applications from other county employees, and
4. All other applicants.

All candidates for the vacant or new position must complete an application with Spokane County Human Resources indicating their desire to fill the vacancy or new position by the designated posting date. All appointments shall be made according to ability. The Employer may also consider the applicants' qualifications, skill, prior work performance and discipline record. The Union and the Employer recognize that each hiring is different and that the Employer's interest is in hiring the individual who is best matched for the position, within a reasonable time frame, and with the assurance of fairness and equal opportunity. The Employer's selection and appointment of Employees for vacancies and new positions shall be final and may be appealed or aggrieved only to the District Court Judges' Executive Committee. No further appeal or grievance may be taken from the decision of the District Court Judges' Executive Committee.

Existing employees may request a lateral transfer or voluntary demotion into new or vacant positions by submitting a "Re-assignment/Voluntary Demotion Request" to the Court Administrator within the designated posting date. This request will be given first consideration.

Section 3. Review Period: All newly hired employees shall be in a review status during the first 12 months of their employment. Employment of review status employees may be terminated at the discretion of the Employer at any time during the review period, which action shall be final and binding. A review status Employee shall not be represented during their review period by the Union.

Section 4. Reorganization and Reclassification: The Employer reserves the management right to conduct desk audits and reevaluate all Employee positions and further reclassify any position, based on the result of the desk audit, after consultation with the Union.

ARTICLE 15 - HOURS OF WORK

Section 1. Hours of Work: The normal workweek shall consist of five (5) consecutive seven and one-half (7 1/2) hour days commencing Monday and concluding Sunday. Work hours shall normally be 8:30 a.m. to 5:00 p.m., unless District Court establishes a regular alternate shift for any purpose. The Union and Employees affected shall be given two (2) weeks' notice prior to the establishment of any regular alternate shift. The notification period is deemed to be waived if the request for the regular alternate shift originated with the affected employee or Union.

Section 2. Flex Time and Job Sharing: Flex-time and job sharing arrangements mutually agreed by District Court and the Employees are not precluded by any provision of this section. "Flex time" shall mean the establishment, by mutual consent, of non-standard daily working hours for the standard thirty-seven and one half (37 ½) hour week. (See Addendum B)

Section 3. Lunch and Rest Breaks: All Employees shall receive a fifteen (15) minute break (on the Employer's time) for each 3.75 hours worked, in addition to their lunch break. Lunch break shall be on the Employees' own time. Employees working three (3) or more hours longer than a normal work day shall be allowed at least one (1) 30-minute unpaid meal period prior to or during the overtime period.

1. If an employee is assigned to a courtroom and is unable to leave the courtroom for the required 15-minute break, the Employee will notify their supervisor(s) via email and said 15 minutes may be extended to the Employee's next lunch period.
2. If that is not possible or desired by the Employee or Employer, the Employee shall submit—and be compensated for—15 minutes "straight" compensatory time on their timesheet.

ARTICLE 16 - NO STRIKE/-WORK INTERFERENCE CLAUSE

Under no circumstances shall the Employees, or their Union, directly or indirectly cause, instigate, support, encourage, condone, or take part in any action against or any interference with the operation of the Employer. The Employer may take legal action or other redress against any individual or groups of individuals who have caused damage to or loss of property. In addition, disciplinary action, including but not limited to immediate termination, may be taken against the Employee or Employees participating in any interference with the operations of the Employer.

ARTICLE 17 - EFFECTIVE DATE and MISCELLANEOUS PROVISIONS

Section 1. Effective Date: This Agreement shall remain in effect from date of adoption for five (5) years.

Section 2. Negotiations: The parties may exchange proposals for the purpose of negotiating a subsequent Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the termination of this Agreement.

Section 3. Savings Clause: Should any provision of this Agreement be found to be in violation of any Federal or State law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the provision found to be in violation shall be immediately re-negotiated by the parties.

If specific provisions of this Agreement are found to conflict with established ordinance, the Contract provision shall prevail.

ARTICLE 18 - EMBODIMENT

Section 1. Entire Agreement: This Agreement expressed herein in writing constitutes the entire agreement between the parties and no verbal statement shall delete, add to, or supersede any of its provisions.

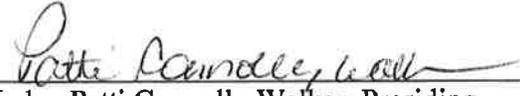
Section 2. Contract Terms: The parties acknowledge that during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Spokane County District Court and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or not settled, during the course of these negotiations. Such matters shall also not be subject to the grievance procedure.

Section 3. Modification of Contract Terms: In recognition of the possibility that changes may be necessary in the contract terms, related specifically to the mandatory subject of working conditions, for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. Any modification request must be within the parameters of paragraph two (2) above before the duty to bargain collectively attaches to the parties. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. Should Agreement be reached with appropriate ratification, the modification shall be attached as a supplemental Agreement, after approval and ratification, to this Agreement.

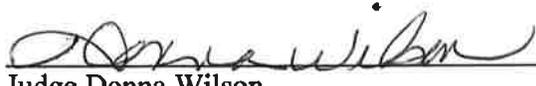
Section 4. Supplemental Agreements – New Terms: In recognition that a new condition may arise relating to a subject or matter not specifically referred to, or not settled, during the course of these negotiations, this labor agreement may be amended, provided that both parties concur. The duty or requirement of good faith bargaining shall not apply to any refusal to bargain new terms under this paragraph. Either party may initiate discussion of new terms by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. Any supplemental agreement shall require the same approval procedure as the original labor agreement.

THIS LABOR AGREEMENT CONSISTING OF 28 PAGES AND ADDENDUM A, B, C, AND D WAS SIGNED AND DATED THIS 9TH DAY OF FEBRUARY, 2016

FOR THE DISTRICT COURT:



Judge Patti Connolly Walker, Presiding

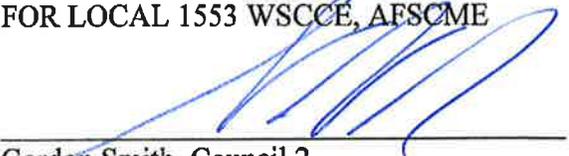


Judge Donna Wilson

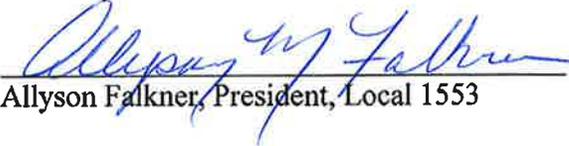


John C. Witter, Court Administrator

FOR LOCAL 1553 WSCCE, AFSCME



Gordon Smith, Council 2



Allyson Falkner, President, Local 1553



Julie Perry, Shop Steward, Local 1553

ADDENDUM A

The Employer recognizes the Union as the exclusive bargaining representative for all classifications included within the unit certification, which are not excluded by law or court rule. Examples of classifications that may be included are as follows:

Local 1553, District Court

Office Assistant 3	Court Clerk
Office Assistant 4	Accounting Technician 2
Legal Office Assistant 1	Accounting Technician 3
Legal Office Assistant 2	Computer Application Specialist 3
Case Management Specialist	Probation Officer 1

ADDENDUM B

ALTERNATE WORK SCHEDULE GUIDELINES

Employees recognize an alternative work schedule is a privilege that may be mutually beneficial to both Employee and the Employer. To remain consistent throughout the Court, the following guidelines apply to an Employee seeking to participate.

A. The Employee must:

1. Be a regular and full-time employee;
2. Be able to function independently;
3. Have acceptable current performance, as determined by their supervisor, and
4. Make a 3-month commitment to the alternate work schedule.

B. The Employer will:

1. Post a 3-month work schedule to cover vacation and holidays.

C. Each work unit collectively reviews the request, within their unit, to ensure proper coverage and to prevent inconvenience to other unit members.

D. The needs of the public must be adequately met.

E. The schedule must not interfere with the Employee's ability to perform their job.

F. The schedule must be consistent with the Fair Labor Standards Act and workplace safety laws, (e.g. minimum ½ hour lunch, two 10-minute breaks, a defined workweek, etc.)

G. The Work Week and Scheduled Hours are as follows:

Work Week

1. Sun 0001-Sat 2400
2. Sun 0001-Sat 2400
3. Varied

Scheduled Hours

Regular Hours (8:30-5:00) M-F
Alternate Work Hours: M-F
9 days' work with 1 regularly
scheduled day off

Employer may also consider a four (4) days per week, ten (10) hours per day work schedule.

H. When a holiday occurs on Monday, and it is the Employee's day off, the Employee takes off the next Tuesday. When a holiday occurs on Friday, and it is the Employee's day off, the Employee takes off the preceding workday.

I. All County holidays are paid based upon a 7.5-hour day. The difference between 7.5 hours and the number of scheduled work hours must be adjusted within the workweek of the holiday.

1. If the number of scheduled work hours is greater than the 7.5-hour holiday, Annual Leave shall be used for the difference.
2. This option must be requested of the supervisor one week prior to the holiday. If the number of scheduled hours is fewer than 7.5, the Employee adjusts their schedule during the workweek in which the holiday occurred. For example, if Friday were the day the Employee is scheduled to work 7 hours and it is a holiday, the Employee would receive .5 hours compensatory time.

J. Annual and Sick leave must be taken hour for hour. Compensatory time must be used within 6 months, at a mutually agreed time.

K. Employee must maintain three (3) days (22.5 hours) of Annual Leave (vacation and/or personal holiday) and three (3) days (22.5 hours) of Sick Leave in order to be eligible for an alternate work schedule. If, during the term of this Agreement, Local 1553 and Spokane County agree to convert Employees to paid time off (PTO) status, the Employee will be required to have a minimum of 45 hours in his/her leave bank.

L. Supervisor shall maintain individual work schedules.

ADDENDUM C

REVISED JAN. 2017

INDEX OF PERSONNEL POLICES

Personnel Policies:

- I. Employees and Family Members Litigation Notice
- II. Financial Responsibility Requirement
- III. Overtime Authorization
- IV. Unauthorized Use or Disclosure of Confidential Information
- V. Dress Code

PERSONNEL POLICY I

EMPLOYEES AND FAMILY MEMBERS LITIGATION NOTICE: Being mindful of the Court's individual and collective responsibilities under the Code of Judicial Conduct, and mindful of the importance of maintaining public confidence in the impartiality and integrity of the judicial branch of government, and specifically, that the Code of Judicial Conduct provides that judges should require their staff and court officials subject to their direction and control to observe the standards of fidelity and diligence that apply to the judges, therefore the court hereby adopts the following policy:

A. All Employees who are involved in criminal, civil or infraction litigation as a defendant, plaintiff, petitioner or respondent in the Spokane County District Court shall immediately report said status to the Court Administrator so that the case can be referred to a Special Settings Judge. Said policy shall not apply to persons paying infraction fines under procedures set out under state law, city ordinance or court rule not requiring an exercise of judicial discretion. All Employees must report the criminal, civil or infraction litigation concerning members of their immediate family—including "step" relationships—in the same manner as they would for themselves. Immediate family shall include spouses, parents, siblings, children, grandparents, grandchildren, or any person currently in a domestic relationship with the Employee.

B. Any supervisor or judicial officer who becomes aware that an Employee is a defendant, plaintiff, petitioner or respondent in the Spokane County District Court shall immediately take action to bring the case to the attention of the Court Administrator, who will then assign the case to the next available Special Settings Judge docket.

PERSONNEL POLICY II

FINANCIAL RESPONSIBILITY REQUIREMENT: Being mindful of the Court's individual and collective responsibilities under the Code of Judicial Conduct, and mindful of the importance of maintaining public confidence in the impartiality and integrity of the judicial branch of government, and specifically, that the Code of Judicial Conduct provides that judges should require their staff and court officials subject to their direct and control to observe the standards of fidelity and diligence that apply to the judges, therefore the court hereby adopts the following policy:

A. All Court Employees should manage their financial affairs in as prudent a manner as possible.

B. No Employee shall be discharged or disciplined for the reason that a creditor of the Employee has subjected or attempted to subject unpaid earning of the Employee to a writ of garnishment directed to the Employer; PROVIDED, HOWEVER, that this provision shall not apply if garnishments on three or more separate indebtedness are served upon the Employer within any period of twelve (12) consecutive months. [See RCW 6.27.170].

C. A violation of this policy shall constitute cause for disciplinary proceedings including, but not limited to, termination.

D. The Court shall give great weight to any effort made by the Employee to resolve the financial problem by seeking assistance through legal counsel, the Deer Oaks Employee Assistance Programs, or other similar counseling programs.

PERSONNEL POLICY III

OVERTIME AUTHORIZATION: Being mindful of the Court's individual and collective responsibilities under the Fair Labor Standards Act, the Court hereby adopts the following policy:

I. POLICY

In the interest of conserving and making the best use of County funds while fulfilling the functions of the court, Employees will be assigned overtime work only when there is work that must be performed that cannot be performed during normal working hours.

II. REFERENCE

A. Fair Labor Standards Act.

III. RESPONSIBILITY

A. All overtime or compensatory time worked due to backlog or special projects must be pre-approved by the Court Administrator or Clerk of the Court.

B. Supervisors are responsible for requesting approval in advance for any required overtime or compensatory time worked by the personnel they supervise. They are to ensure that employees do not work outside their assigned hours of employment unless compensatory time or overtime is pre-approved by the Court Administrator or Clerk of the Court.

C. Employees covered by the Fair Labor Standards Act who are not "exempt" under the Act are not to work outside their assigned hours of employment unless overtime pay or compensatory time is pre-approved.

IV PROCEDURE

A. The division supervisor is to identify instances in which overtime or compensatory time work will be required. In evaluating the need to use overtime/compensatory, the supervisor is to determine whether the work can be performed during normal working hours, and whether there is a less costly means of performing the required work.

B. If there is no other efficient means to perform the work, the supervisor shall submit a request to the Court Administrator or Clerk of the Court for permission to utilize compensatory

time or overtime. The request must include the justification for the overtime or compensatory time work.

C. The Court Administrator or Clerk of the Court must pre-approve any compensatory time or overtime pay.

1. Judicial approval may be granted for Court Clerks who are required to perform work in open court, extending beyond normal working hours.

D. After the pre-approved overtime or compensatory time work has been performed, the supervisor shall submit to the Court Administrator or Clerk of the Court a written request for overtime pay, or for accrual of compensatory time for the employee.

E. No overtime or compensatory time shall be granted or paid under Article 9, Section 2, unless all work performed before or after any scheduled work shifts is at the request of the Employer.

F. Accrued compensatory time must be used first (over annual or pre-approved sick leave) (i.e. medical or dental appointments) when an Employee uses leave time, unless the Employee's annual leave (aka: vacation) balance is at—or imminently near—the maximum accrual amount.

PERSONNEL POLICY IV

UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION: Being mindful of the Court's individual and collective responsibilities under the Code of Judicial Conduct, and mindful of the importance of maintaining public confidence in the impartiality and integrity of the judicial branch of government, and specifically, that the Code of Judicial Conduct provides that Judges should require their staff and court officials subject to their direction and control to observe the standards of fidelity and diligence that apply to the Judges, therefore the Court hereby adopts the following policy:

A. The use of the Court's records for personal use, or the unauthorized disclosure or use of confidential information shall be prohibited.

B. The Data Dissemination Policy adopted by the Judicial Information System (JIS) Committee, controls dissemination of Court data unless modified by this Policy, Local Rule or by decision of the District Court Judges.

C. The use of third party records available through Court operated equipment shall be obtained only by authorized employees for official use. This policy includes but is not limited to all information contained in Department of Licensing records and the CAD-RMS Police Records Management System.

1. Authorized employees shall not allow any unauthorized person to use or have access to their password.

2. Court employees shall not disclose confidential information to any unauthorized person and any questionable request should be referred to their Supervisor.

D. Court employees must maintain the highest degree of integrity in obtaining, using and disseminating confidential information and third party records.

E. The violation of this policy shall constitute good cause for disciplinary proceedings.

PERSONNEL POLICY V

DRESS AND PERSONAL APPEARANCE

A. **PURPOSE:** To establish business-like attire guidelines, during normal working hours, for employees of Spokane County District Court and the Court's probation department.

B. **POLICY AND GUIDELINES:** The following guidelines were developed from joint recommendations of the Employees of the District Court.

1. During work hours, all clothing shall be neat, clean and appropriate business-like attire. Factors that should be taken into consideration when determining appropriate attire include, but are not limited to: nature of their work; safety considerations; and nature of public contact.

2. Good personal hygiene and grooming are required. Hair should be clean, combed and neatly trimmed or arranged. Male employees electing to grow a beard should also ensure that the beard is clean, combed and neatly trimmed at all times.

3. A medical exception to the business-like attire policy may be allowed, but written documentation may be required from your physician itemizing what clothing cannot be worn. Upon the granting of a medical exception, appropriate clothing may be substituted for the business-like attire with the approval of the Court Administrator. Supervisors may request periodic renewal of the medical exception documentation.

4. Male employees shall wear appropriate slacks, dress shirts, and ties.

5. Appropriate footwear is required at all times.

C. ILLUSTRATIONS OF POLICY AND GUIDELINES:

1. Examples of inappropriate dress unacceptable for court employment that should not be worn to work, include, but are not limited to the following:

a). Jeans (any color) on days other than authorized casual days

- b). T-shirts displaying statements, promotions and advertisements or commercial products.
- c). Jogging suits and sweatpants
- d). Any clothing that inappropriately reveals parts of the body such as the bare back, bare midriff, or bare shoulders, such as a tank top
- e). Skirt length or style that results in revealing situations during normal work activities
- f). Athletic shoes or tennis shoes of any nature which are dirty or worn

2. Stretch pants and / or leggings worn without a long sweater, jacket or shirt will not be acceptable. Tank tops may only be worn under a jacket or shirt. Revealing clothes are not allowed.

3. Shorts shall be knee-length. Athletic or “weekend wear” shorts are unacceptable attire.

4. Clothing which is worn out or has holes, including shoes, is not acceptable business attire.

D. Every Employee is expected to maintain a business-like image that will reflect favorably upon themselves and upon the Court.

E. Any Employee found in violation of this policy may be sent home by management to change into proper business-like attire and may be required to submit annual leave time for their absence. Subsequent violations of this dress code by the same Employee may result in corrective action by management.

ADDENDUM D

EMPLOYEE'S RULES OF CONDUCT

THE CODE OF CONDUCT HAS BEEN ADOPTED BY THE DISTRICT COURT JUDGES AS GENERAL RULES OF CONDUCT FOR EMPLOYEES OF THE SPOKANE DISTRICT COURT AND PROBATION DEPARTMENT.

Listed hereinafter are some of the general rules adopted by the District Judges. This list is not exhaustive and it is assumed that each employee has a general understanding of what is expected of him or her by the Court. Further, it is presumed that all employees will work diligently to accomplish the goals of the Court while exercising good common sense.

Since it is neither possible nor desirable to have rules to cover every situation only the more basic rules are listed, and all employees should be aware that other policies exist which relate to employee conduct.

Specific personnel policies published or issued by the court may supplement and/or explain the general rules of conduct. The general policies and practices of the local governmental entity may, in the sole discretion of the Presiding Judge, in accordance with the policy of the Court, supplement the Court's personnel policies and general rules, provided they are not in conflict with the court's handbook or violate the "separation of power of doctrine."

Every Court has certain policies and rules. The Spokane County District Court has adopted the following in an attempt to create an atmosphere of mutual respect and consideration among employees, and to maintain an orderly and productive environment, while serving the public in a timely, fair and courteous manner. It is not possible to list rules that will cover all conceivable situations. The general rules of conduct shall include, but not be limited to, the following items.

- a. Each employee must show a respectful and responsible attitude towards the judiciary, Public, other Employees, and their work. All Court Employees should be tactful in the performance of their duties and exercise the utmost patience and discretion in dealing with members of the public. Employees shall work consciously to accomplish the goals of the Court.
- b. Each Employee must arrive for work in a timely manner and remain until the end of the workday, unless prior approval has been granted for other arrangements by the appropriate supervisor.
- c. Each Employee must meet work standards for quantity, quality and timeliness and refrain from the misuse of work time.

- d. Each Employee must exercise self-control at all times and refrain from practical jokes or other conduct, including provocative or suggestive remarks, which may be offensive to other employees.
- e. Each Employee is expected to obey reasonable orders and directions. The refusal or failure to carry out reasonable orders or duties related to the job as requested by the immediate supervisor is unacceptable conduct. The only exception is an order or direction that is unethical in nature or that may jeopardize the employee's safety or health. In such a case, management or the Employee should bring the matter to the immediate attention of the Court Administrator or Presiding Judge.
- f. Each Employee should respect the image of the Court and refrain from intentionally making or publishing a false, vicious, or malicious statement concerning another court Employee, former Employee, or the Court itself. Nor should an Employee make an unauthorized statement concerning an action and/or decision made by the Court.
- g. Each Employee should respect the personal property of other Employees, court property, court records and data obtained by virtue of court employment. Employees should not wrongfully use another Employee's property, or court property. Nor should information deemed confidential be used for other than court related business.
- h. During working hours, all clothing shall be neat, appropriate, clean and business-like attire.
- i. Outside work or other activities should not interfere with the performance of the Employee's court employment duties and responsibilities. An Employee engaged in outside work or activities must not use court property, equipment, records, nor create a conflict of interest or detract from the image of the Court with his/her external activities.
- j. Criminal violations such as employee theft, or an admission or conviction of any crime in a court of law may result in immediate disciplinary action. Further, any Employee engaged in activity that has resulted or may result in criminal charges may also be subject to immediate disciplinary action
- k. An Employee should not engage in any conduct during working hours that may adversely reflect upon the Court, or the local governmental entity funding the Employee job position. An example would be reporting to work after having consumed alcohol or illegal drugs, or using alcohol or illegal drugs on the job. Another example would be a violation of the County Security Policy concerning possessing firearms or other weapons on county property without the required authorization.

- l. An Employee should not engage in the falsification of court related matters. An example may be his or her employment application, other work related records, reports, time cards or work schedules.
- m. Employees should not use or attempt to use their employment to secure unwarranted privileges or exemptions for themselves, family members, or any other person. Employees should avoid all conflicts of interest or even an appearance of conflict.