

**Memorandum of Agreement – King County Total Compensation 2019-2020  
for Appendix 43 of the Master Labor Agreement  
Public Safety Employees Union  
Superior Court Clerks - Judicial Administration  
[020]**

**Subject: Total Compensation Coalition Small Table Compensation Terms 2019-2020**

This Agreement is entered into by and between King County and the Public Safety Employees Union.

**FACTS**

The County and the Union have bargained in good faith all compensation related elements of this Appendix, in small table bargaining as part of the Total Compensation Coalition bargaining, for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA/Total Compensation bargaining.

**AGREEMENTS**

1. The County and the Union agree that this MOA, along with the Coalition Total Compensation Agreement and previously agreed to Master Labor Agreement (MLA), represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.
2. The County and the Union further agree that the changes to the Appendix reflected in this MOA will be added to the Appendix during MLA bargaining for the period of January 1, 2021 forward.

**Appendix Language Changes effective January 1, 2019:**

1. **Article 6.3 ADD:** Vacation bid: SEE Article 7.

2. **Article 5.5 ADD:** Overtime minimum: Employees will be informed by Department of Judicial Administration (DJA) that overtime will be paid beginning at 7 (seven) minutes and rolled up in 15 minutes increments. Time less than 7 minutes is considered de minimis. This is consistent with King County payroll practices. This agreement is effective 6/28/18;

3. **ARTICLE 7: PRODUCTIVITY, ATTENDANCE AND LEAVES**

In Addition to MLA Articles 34 and 35:

**Section 7.1 Clarification of vacation bid slot issue: The leave slot numbers for 2019 will be determined by management and employees will be notified of those numbers in the fall of 2018. This agreement is effective 6/28/18;**

~~The Union and Employer agree to reward regular and reliable attendance, improve productivity, and enhance employees' access to approved leave time by the program set forth in this Article to increase the number of vacation slots and appointment slots available. A vacation~~

slot is one work day that is available to be approved as vacation leave for one employee. An appointment slot is a two-hour portion of a work day that is available to be approved for one employee as vacation or sick leave, as appropriate, for personal business or health care appointments. Employees will accrue and request approval for leave as provided in Article 6 (Vacations) or

~~Article 8 (Sick Leave) as appropriate.~~ The number of vacation and sick leave slots specified below in 7.2 through 7.6 will be adjusted by management each year based on staffing levels. (These numbers are intended to maintain the approximate current staff to leave slot ratios). The annual adjusted figures will be published to employees in the fall prior to the end of each year for use in the upcoming year. Questions or concerns about these adjustments shall be presented in LMC.

~~The following numbers are effective 1-1-18.~~

~~Section 7.2.~~ The Employer agrees to provide a minimum of three (3) vacation slots per day. In addition, the Employer will change the number of vacation slots available to employees as described in Sections 7.3 and 7.4 of this Article.

~~Section 7.3.~~ The employer will provide a minimum of three (3) vacation slots for each day, during the week in which Christmas falls, in addition to the Appointment Slots mentioned in Sections 7.6 through 7.8 of this Article.

~~Section 7.4.~~ The Employer provide each day in the month of July, for a total of three (3) slots; and will add one (1) additional vacation slots for each day in the month of August, for a total of four (4) slots; in addition to the Appointment slots mentioned in Sections 7.6 through 7.8 of this Article.

~~Section 7.5.~~ The Employer will increase the number of vacation slots available during the annual three (3) day Judicial Conference. During this three (3) day period, the Employer will make five (5) slots available.

~~Section 7.6.~~ The Employer will add one (1) additional slots of leave every day, Monday through Thursday, as "Appointment Slots". These slots will be divided into four (4), two (2) hour increments. Employees may request an Appointment Slot to attend to personal business. Vacation or sick leave time will be debited from employees' leave banks as appropriate. Employees may request to use a single Appointment Slot, or two (2) consecutive Appointment Slots (in a given day). Requests to use the Appointment Slots must be made at least twenty-four (24) hours in advance of the time off. The Appointment Slots will be granted to employees on a first come, first served basis.

~~Section 7.7.~~ Exceptions to the aforementioned maximum of two (2) Appointment Slots per day may be permitted in cases where an employee is requesting time off to perform volunteer services as provided in the MLA Article 4 (Leave for Volunteer Service).

~~Section 7.8.~~ Aside from the Monday-Thursday Appointment Slots provided in Section 7.6, and when staffing levels permit, management may approve time off on Fridays for the purpose of volunteering services as provided in the MLA Article 4.

**Section 7.9. Wellness Incentive:** The Employer will provide an incentive to employees if they can collectively reduce their sick leave usage. In any given calendar month, if sick leave averages 1.75 absences per day or less, the Employer will add one (1) additional vacation slot for a full month, two (2) months later. For example, if March sick leave is 1.75 absences per day as an average, the Employer will allow one (1) additional person to use vacation every day in the month of May.

**Section 7.10.** When there is adequate coverage in the courts, the Employer will fairly consider and approve requests to leave early on a first come, first served basis. Vacation or compensatory time will be debited from the employees' leave banks as appropriate.

**Section 7.11.** The list of employees who have previously submitted requests for time off shall be updated regularly, and available to employees for review on a "read only" basis on the computer system.

## **ARTICLE 8: SICK LEAVE**

Per MLA Articles 34, 8, and 11, as well as revisions made in 2019-2020 Total Compensation bargaining.

In Addition to MLA Article 34:

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

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

**A.** The employee is not entitled to sick leave if not previously earned or donated. The employee shall normally notify the supervisor between 5:30 a.m. and 8:00 a.m. on the day of illness of his/her intent to take sick leave. The employee will be required to contact his/her immediate supervisor each day of continuing absence from work between 5:30 a.m. and 7:30 a.m. on the day of illness unless specifically excused from doing so by his/her immediate supervisor. When calling between 7:30 a.m. and 8:00 a.m., the employee shall notify the scheduler that he/she won't be in. If the scheduler is unavailable, the employee is expected to leave a voicemail for the scheduler. Failure to properly notify King County or to comply with King County's leave requirements without reasonable cause will result in an unexcused absence.

**B.** A statement signed by a licensed healthcare practitioner (no photocopies) will be required when an employee is absent due to illness for three (3) working days or more.

A statement signed by a licensed healthcare practitioner (no photocopies) may be required when the employer has reasonable cause to suspect fraud or abuse (e.g. when an employee has been denied a request for time off and calls in sick for the same time period). When the employer determines that such medical verification will be required, the supervisor will make a good faith effort to notify the employee of the need for documentation by noon on the day which the employee is absent.

Such statements must indicate verification of the illness and the necessary duration of the absence. The statement must be provided directly to the supervisor. Failure to provide a written statement within three (3) working days of the employee's return to work will result in unauthorized leave without pay and may result in disciplinary action.

If questions arise over who constitutes a "health care provider," the County and the Union shall use the definition of "health care provider" as defined in the Federal Family and Medical Leave Act, Federal Regulations, 29 C.F.R. § 825.118, or the King County Personnel

Guidelines, whichever is more favorable to the employee.

~~\_\_\_\_\_ Court Clerks have the option of having a doctor's note faxed to their place of employment. Any clerk who chooses to exercise this option is waiving any and all privacy restrictions as it relates to the contents of that particular note. It will remain the responsibility of the clerk to retrieve the note from the fax machine and submit it to their scheduler within three (3) working days of the return to work, as set forth in Article 8, Section 8.6(B). Electronic or mechanical failure of the fax machine does not waive the responsibility of the clerk to provide verification of the medical appointment by the established deadline. The employer has no responsibility to maintain a fax machine in the workplace for this purpose.~~

~~\_\_\_\_\_ C. Each employee starts January 1 with a clean slate.~~

~~\_\_\_\_\_ D. King County may, with reasonable cause, visit or call employees at home or visit or call the employee's physician/medical practitioner providing the statement to confirm the validity of the physician/medical practitioner's statement.~~

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

~~**Section 8.4. Incentive to use low amounts of sick leave.** Employees who use twenty-eight (28) hours of sick leave or less per year, and who worked for the Department of Judicial Administration for the entire calendar year, shall become eligible to convert accrued sick leave hours to vacation hours in the following calendar year pursuant to the following schedule:~~

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

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

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

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

**5: Article 17.14 Misc. ADD: (from MOA (Doc Code 020U0115)):**

1. The parties agree that DJA can replace Clerk positions with Legal Administrative Specialist III positions, whose working title is Court Administrative Specialist (CAS), through the process of attrition.

a. Attrition - The parties agree that for purposes of this agreement attrition means that whenever an existing Clerk position is vacated, DJA has the option of whether to fill that vacant position and, if it chooses to fill the vacancy, fill it with a CAS or repurpose the position to meet other staffing needs in DJA.

2. Job Security - The parties agree that no Clerk will be forced by DJA to resign his/her position or be subject to layoff for the purpose of DJA filling the position with a CAS, or

be required to become a CAS by virtue of this agreement. A clerk will be allowed to remain as a Clerk unless he/she retires, voluntarily resigns, or the Clerk's employment relationship with DJA has ended or changed in any other way (e.g., termination, demotion) pursuant to DJA's rights and the terms and conditions under the Clerk CBA.

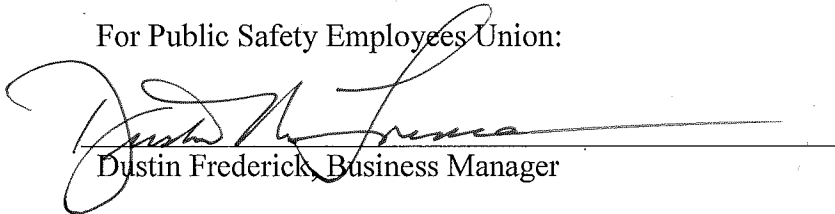
3. Right to Return - A Clerk who applies for a CAS position and does not pass the CAS probationary period or chooses to return to his/her former Clerk position before the end of the CAS probation period will be allowed to do so and will maintain his/her Clerk seniority in accordance with the terms of the CBA. However, once the Clerk has successfully completed probation in the CAS position, he/she will no longer have the right to return to his/her former Clerk position.

4. Dispute Resolution - The parties agree to address disputes arising out of this agreement through the grievance process outlined in the parties' CBA.

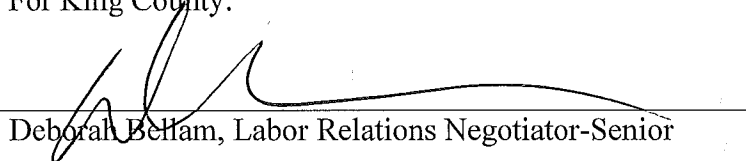
The above listed items constitute the full and complete agreement between the parties and will be effective on the date of execution.

6. **All other compensation issues are governed by The Coalition 2019-2020 Total Compensation Agreement.**

For Public Safety Employees Union:

  
Dustin Frederick, Business Manager

For King County:

  
Deborah Bellam, Labor Relations Negotiator-Senior