

AGREEMENT BETWEEN
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 1652, AFSCME - MEDICAL EXAMINER
AND KING COUNTY

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CRISIS

1 members in good standing in the Union or pay agency fee to the union to the extent required by law;
2 provided, however, that nothing contained in this section shall require an employee to join the Union
3 who can substantiate, that, through bona fide religious tenets or teachings, prohibits the payment of
4 dues or initiation fees to union organizations, in which case the employee shall pay an amount of
5 money equivalent to the regular union dues and initiation fee to a nonreligious charity or to another
6 charitable organization mutually agreed upon by the employee affected and the bargaining
7 representative to which the employee would otherwise pay the dues and initiation fee. The employee
8 shall furnish written proof that such payments have been made.

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

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

17 **Section 4. Failure to Fulfill Obligations.** Failure by an employee to abide by the afore-
18 referenced provisions shall constitute cause for discharge of such employee; provided, however, it
19 shall be the responsibility of the Union to notify the Director of the Office of Labor Relations with a
20 copy to the Department of Health (hereinafter "the Department"), in writing when it is seeking
21 discharge of an employee for noncompliance with Section 2 of this Article. When an employee fails
22 to fulfill the union security obligations set forth within this Article, the Union will forward a "Request
23 for Discharge Letter" to the Public Health Human Resources Manager (with copies to the affected
24 employee and the Office of Labor Relations). Accompanying the discharge letter will be a copy of
25 the letter to the employee from the Union explaining the employee's obligation under this Article.

26 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
27 the employee for failure to abide by Section 2 of this Article, but provide the employee and the
28 County with thirty (30) calendar days' written notification of the Union's intent to initiate discharge

1 action, during which time the employee may make restitution in the amount which is overdue. Upon
2 receipt of the Union's request, the Public Health Human Resources Manager shall give notice in
3 writing to the employee, with a copy to the Union and the DES, Human Resources Division, Labor
4 Relations Section, that the employee faces discharge upon the request of the Union at the end of the
5 thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter" and that the
6 employee has an opportunity before the end of said thirty (30)-calendar day period to present to the
7 Public Health Human Resources Manager any information relevant to why the Public Health
8 Department should not act upon the Union's written request for the employee's discharge.

9 In the event the employee has not yet fulfilled the obligation set forth within this Article
10 within the thirty (30)-calendar day period noted in the "Request for Discharge Letter," the Union shall
11 thereafter reaffirm in writing to the Public Health Human Resources Manager with copies to the
12 affected employee and the Office of Labor Relations, its original written request for discharge of such
13 employee. Unless sufficient legal explanation or reason is presented by the employee why discharge
14 is not appropriate or unless the Union rescinds its request for the discharge the County shall, as soon
15 as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the
16 union security obligation within the thirty (30)-calendar day period, the Union shall so notify the
17 Public Health Human Resources Manager in writing, with a copy to the Office of Labor Relations and
18 the affected employee. If the Union has reaffirmed its request for discharge, the Public Health
19 Human Resources Manager shall notify the Union in writing, with a copy to the Director of the Office
20 of Labor Relations and the affected employee, that the Department effectuated, or that the Department
21 has not discharged the employee, setting forth the reasons why it has not done so.

22 **ARTICLE 3: RIGHTS OF MANAGEMENT**

23 **Section 1.** The management of the County and the direction of the work force are vested
24 exclusively in the County subject to terms of this Agreement. All matters not specifically and
25 expressly covered or treated by the language of this Agreement may be administered for its duration
26 by the County in accordance with such policy or procedures as the County from time to time may
27 determine. The parties hereby recognize the County's and the Department's right to hire, appoint,
28 promote, contract out non-bargaining unit work, discharge for just cause, improve efficiency, and

1 determine work schedules and the location of Department facilities.

2 Further, the parties hereby recognize the County's and the Department's right to determine the
3 methods, processes, and means of providing services, the right to increase or diminish operations, in
4 whole or in part, the right to increase, diminish or change equipment, including the introduction of
5 any and all new, improved, or automated methods or equipment, and the assignment of employees to
6 specific jobs within the bargaining unit. The Union also recognizes the County's and the
7 Department's right to establish and/or revise the Department's performance evaluation system. Such
8 system may be used to determine acceptable performance levels, prepare work schedules, and to
9 measure the performance of each employee or group of employees.

10 **Section 2. Just Cause Standard.** Employees (excluding temporary, term limited and
11 probationary employees) will be disciplined only for just cause. The County will utilize a system of
12 Progressive Discipline as contained in the Personnel Guidelines.

13 **Section 3. Safety.** No employee shall be directed to work in a manner that does not comply
14 with state or federal law.

15 **Section 4. Payroll Reopener Language.** The parties agree the County has the right to
16 implement a common biweekly payroll system that will standardize pay practices and Fair Labor
17 Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining
18 agreement may be re-opened at any time during the life of this agreement by the County for the
19 purpose of negotiating these standardized pay practices, to the extent required by law.

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** All leave eligible employees shall be granted the following holidays with pay in
3 accordance with King County Code 3.12.230 as amended, which currently lists the following:

4

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

15

16 If the King County Executive or Council determines any additional holiday, all leave eligible
17 employees shall be granted those holidays as well. In addition, all leave eligible employees will be
18 granted two personal holidays to be administered through the vacation plan. The first personal
19 holiday will be granted to all eligible employees employed by King County on the first of October
20 and the second holiday will be granted to all eligible employees employed on the first of November.
21 Employees may use personal holidays when accrued. Personal holidays accrue at 8 hours per holiday,
22 prorated for part-time employees.

23 When a holiday falls upon a Sunday, the following Monday shall be observed as a holiday,
24 and any holiday falling on a Saturday shall be observed on the preceding Friday. When a County
25 holiday is on an employee's regular day off, the full-time employee shall receive eight hours of pay at
26 the regular, straight-time rate; part-time employees will have their holiday pay prorated.

27 **Section 2. Holiday Premium.** Work performed on holidays shall be paid at one and one-half
28 (1-1/2) times the regular rate in addition to the regular holiday pay.

1 A. Employees whose work shift starts on a holiday, but which ends on a non-holiday
 2 receive holiday premium pay only for the hours actually worked on the County designated holiday,
 3 plus their normal holiday pay. For example, if an employee's schedule is Tuesday through Saturday,
 4 they will receive 40 hours of regular pay plus eight (8) hours of holiday pay, for a total of forty-eight
 5 (48) hours.

6 B. Employees whose work shift does not start on a holiday, but which ends on a
 7 holiday shall receive holiday premium pay only for the hours actually worked on the County
 8 designated holiday.

9 Section 3. Employees attending a training seminar/assignment during a holiday shall be
 10 compensated at the straight time rate unless a higher rate is required by the Fair Labor Standards Act.

11 **ARTICLE 5: VACATIONS**

12 Section 1. All leave eligible employees shall be granted the following vacation benefits in
 13 accordance with King County Code 3.12.190, as amended, which currently lists the following:

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

1 **NOTE:** Employees shall expend accrued hours of vacation on an hour-for-hour basis. That
2 is, an employee working a 10-hour day shall use 10 hours for each day of vacation.

3 **Section 2. Newly hired employees.** After 6 months of continuous service an employee may
4 use accrued vacation leave except as provided in Article 7, Section 4.

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

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

12 **Section 5.** Vacation may be used in one-half hour increments at the discretion of the Chief
13 Medical Examiner or his/her appointed designee.

14 **Section 6.** Career service employees, provisional, probationary and term-limited temporary
15 employees, shall not be eligible to take or be paid for vacation leave until they have successfully
16 completed their first six months of county service, and if they leave county employment prior to
17 successfully completing their first six months of county service, shall forfeit and not be paid for
18 accrued vacation leave.

19 Upon termination for any reason, a non-probationary employee will be paid for unused
20 vacation credits up to the maximum allowable accumulated vacation.

21 **Section 7.** An employee shall not be granted vacation benefits if not previously accrued by
22 the employee.

23 **Section 8.** In cases of separation by death, (except for probationary employees) payment of
24 unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided
25 by R.C.W. Title 11.

26 **Section 9. Vacation Request.** Employees who request vacation prior to December 1st for
27 vacations starting in the following calendar year (January 1st to December 31st) will be granted
28 preference in accordance with seniority within job classification and shift. After December 1st,

1 requests for vacations in the following calendar year will be granted on a first-come, first-served
2 basis. For example, a vacation for March 2009 requested in November 2008 would be awarded by
3 seniority; if it was requested during December 2008 or January 2009, it would be awarded on a first-
4 come, first-serve basis.

5 **Section 10. Accrual.** Employees may accrue up to sixty (60) days (i.e., 480 hours) of
6 vacation.

7 Employees may continue to accrue additional vacation beyond the maximum specified herein
8 if, as a result of cyclical workloads or work assignments, accrued vacation will be lost.

9 Employees shall forfeit the excess accrual prior to December 31st of each year. In order to be
10 eligible for carryover of vacation leave beyond the maximum accrual, an employee must have made a
11 request to use vacation leave during the calendar year, and the appointing authority must have
12 disapproved such request. In order to be eligible for carryover of excess vacation leave, a written
13 plan must be developed and approved by the employee and appointing authority. This plan must
14 outline how the excess vacation will be used in the next year. The Human Resources Division of the
15 Department of Executive Services as well as the appointing authority must approve all requests for
16 carryover of vacation. Employees may accrue up to 480 hours of vacation.

17 **ARTICLE 6: SICK LEAVE**

18 **Section 1. Definitions.**

19 A. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a
20 child of a person standing in loco parentis who is: (1) Under eighteen years of age; or (2) eighteen
21 years of age or older and incapable of self-care because of a mental or physical disability.

22 B. Grandparent means a parent of a parent of an employee.

23 C. Parent means a biological parent of an employee or an individual who stood in
24 loco parentis to an employee when the employee was a child.

25 D. "Parent-in-law" means a parent of the spouse or domestic partner of an employee.

26 E. "Spouse" or "Domestic partner" means the partner of an employee, whether same
27 or different gender.

28 **Section 2. Accrual Rate.** Every leave eligible employee shall accrue sick leave benefits at

1 the rate of 0.04616 hours for each hour in regular pay status exclusive of overtime up to a maximum
2 of 8 hours per month, except that sick leave shall not begin to accrue until the first of the month
3 following the month in which the employee commenced service.

4 **Section 3. Family Medical Leave.** Employees are eligible for King County Family medical
5 leave as provided in King County Code Section 3.12.220, or otherwise provided by law.

6 **Section 4.** Every leave employee shall receive sick leave benefits proportionate to the
7 employee's regular workweek. For example: If a part-time employee normally works twenty hours
8 per week and the department's normal work week is forty hours, the employee will receive one half
9 of sick leave benefits for the month.

10 **Section 5.** After six months of service a leave eligible employee may, at her/his Chief
11 Medical Examiner's discretion, be permitted to use her/his accrued vacation hours as an essential
12 extension of sick leave.

13 **Section 6.** An employee is not entitled to sick leave if not previously earned.

14 **Section 7.** Sick leave may be used in one-half hour increments.

15 **Section 8.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

16 **Section 9.** Accrued sick leave may be used as provided by law, for the following reasons:

17 1. The employee's bona fide illness, provided that an employee who suffers an
18 occupational illness may not simultaneously collect sick leave and worker's compensation payments
19 in a total amount greater than the net regular pay of the employee;

20 2. The employee's incapacitating injury, provided that:

21 a. An employee injured on the job may not simultaneously collect sick leave
22 and worker's compensation payments in a total amount greater than the net regular pay of the
23 employee;

24 b. An employee may not collect sick leave payments for physical incapacity
25 due to any injury or occupational illness which is directly traceable to employment other than with the
26 County.

27 3. Exposure to contagious diseases and resulting quarantine.

28 4. A female employee's temporary disability caused by or contributed to by pregnancy

1 and childbirth.

2 5. The employee's medical or dental appointments, provided that the employee's
3 appointing authority has approved the use of sick leave for such appointments.

4 6. Pursuant to RCW 49.12.270, accrued sick leave may be used to care for: A child of
5 the employee who has a health condition that requires treatment or supervision; a spouse, domestic
6 partner, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an
7 emergency condition.

8 **Section 10.** In each case of absence due to illness or injury, it shall be the responsibility of the
9 employee to notify the employee's supervisor of the absence and the anticipated duration of the
10 absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the
11 commencement of the employee's shift shall be grounds for disciplinary action.

12 **Section 11.** Up to one eight hour day of sick leave may be used by an employee for the
13 purpose of being present at the birth of his/her child, as provided by law.

14 **Section 12.** An employee who has exhausted all of his/her sick leave may use accrued
15 vacation leave as sick leave before going on leave of absence without pay, if approved by the
16 department Director or designee.

17 **Section 13.** Department management is responsible for the proper administration of the sick
18 leave benefit.

19 **Section 14.** Separation from King County employment, except by retirement, death or reason
20 of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
21 employee. Should the employee resign in good standing and return to the County within two years,
22 accrued sick leave shall be restored.

23 **Section 15.** King County will reimburse those employees who have at least five (5) years
24 service and retire as a result of length of service or who terminate by death, thirty-five percent (35%)
25 of their unused, accumulated sick leave. All payments shall be made in cash, based on the
26 employee's base rate, and there shall be no deferred sick leave reimbursement.

27 **Section 16.** Employees injured on the job cannot simultaneously collect sick leave and
28 workers compensation payments greater than net pay of the employee. County policy may allow for

1 payments equal to net regular pay of employees qualifying under workers compensation.

2 **Section 17. Wellness Incentive.** Regular, full time employees who have been employed for
3 at least one full calendar year within the bargaining unit who, in the preceding calendar year, use less
4 than thirty-three (33) hours of sick leave may, upon request, convert sixteen (16) hours of unused,
5 accrued sick leave to sixteen (16) hours of vacation leave. In calculating this benefit, disability leave
6 used for on duty injuries or occupational illness will not be counted.

7 **ARTICLE 7: OTHER LEAVES**

8 **Section 1. Organ Donation Leave.**

9 A. The appointing authority shall allow an employee eligible for leave benefits who is
10 voluntarily participating as a donor in life-giving or life-saving procedures such as, but not limited to,
11 bone marrow transplants, kidney transplants, or blood transfusions, to take five days paid leave
12 without having such leave charged to family leave, sick leave, vacation leave or leave of absence
13 without pay; provided that the employee shall:

14 1. Give the Chief Medical Examiner reasonable advance notice of the need to
15 take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where
16 there is a reasonable expectation that the employee's failure to donate may result in serious illness,
17 injury, pain or the eventual death of the identified recipient.

18 2. Provide written proof from an accredited medical institution, organization
19 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
20 tissue or to participate in any other medical procedure where the participation of the donor is unique
21 or critical to a successful outcome.

22 B. Time off from work for the purposes set out above in excess of five (5) working
23 days shall be subject to existing leave policies.

24 **Section 2. Bereavement Leave.**

25 A. Leave eligible employees shall be entitled to three (3) working days (up to 24
26 hours of paid time off) of bereavement leave per occurrence due to death of members of their
27 immediate family. Part-time leave eligible employees will receive prorated leave (based upon the
28 average number of compensated hours in the previous pay period).

1 B. Leave eligible employees, who have exhausted their bereavement leave, shall be
2 entitled to use sick leave in the amount of three (3) days (up to 24 hours of paid time off) for each
3 instance when death occurs to a member of the employee's immediate family.

4 C. In the application of any of the foregoing provisions, when a holiday or regular day
5 off falls within the prescribed period of absence, it shall not be charged against the employee's leave
6 balance.

7 D. For purposes of this section, the member of the immediate family is construed to
8 mean persons related by domestic partnership, blood, marriage or legal adoption as follows:
9 Grandmother, grandfather, mother, father, husband, wife, daughter, son, brother or sister of the
10 employee or any relative continually living in the employee's household. Other distant relatives who
11 have resided in the home for at least one year shall also be construed as being members of the
12 immediate family.

13 In administering the provisions of this Article, work days for all employees of the Medical
14 Examiner's Office shall be those set forth in Article 9 of this agreement.

15 **Section 3. Donated leave.**

16 Employees may share leave with other County employees in accordance with King County
17 Code section 3.12.223.

18 **A. Vacation leave donation.**

19 1. Any leave eligible employee may donate a portion of his or her accrued
20 vacation leave to another employee who receives vacation and sick leave. Such donation will occur
21 upon written request to and approval of the donating and receiving employees' department
22 director(s), except that requests for vacation donation made for the purposes of supplementing the
23 sick leave benefits of the receiving employee shall not be denied unless approval would result in a
24 departmental hardship for the receiving department.

25 2. The number of hours donated shall not exceed the donor's accrued vacation
26 credits as of the date of the request. No donation of vacation hours shall be permitted where it would
27 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

28 3. Donated vacation leave hours must be used within ninety (90) calendar days

1 following the date of donation. Donated hours not used within ninety (90) days, or due to the death of
2 the receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded
3 from vacation leave payoff provisions contained in this chapter. For purposes of this section, the first
4 hours used by an employee shall be accrued vacation leave hours.

5 **B. Sick leave hours.**

6 1. Any leave eligible employee may donate a portion of his or her accrued sick
7 leave to another employee who receives vacation and sick leave, upon written notice to the donating
8 and receiving employees' department director(s).

9 2. No donation shall be permitted unless the donating employee's sick leave
10 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
11 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
12 year.

13 3. Donated sick leave hours must be used within ninety (90) calendar days.
14 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
15 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
16 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For
17 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

18 C. All donations of vacation and sick leave made under this chapter are strictly
19 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
20 compensation or benefits in exchange for donating vacation or sick leave hours.

21 D. All vacation and sick leave hours donated shall be converted to a dollar value
22 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
23 divided by the receiving employee's hourly rate to determine the actual number of hours received.
24 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
25 hourly rate at the time of reconversion.

26 **Section 4. Family Care Leave**

27 Pursuant to RCW 49.12.270, paid time off including vacation or personal holidays - at the
28 employee's discretion - may be used to care for: A child of the employee who has a health condition

1 that requires treatment or supervision; a spouse, domestic partner, parent, parent-in-law, or
2 grandparent of an employee who has a serious health condition or an emergency condition.

3 **ARTICLE 8: WAGE RATES**

4 **Section 1. Wage Rates.**

5 **2011** - Effective January 1, 2011, the wage rates in effect the previous December 31st
6 for all employees shall remain as represented in Addendum A and consistent with the 2010 King
7 County Squared Table as represented by the 2011 King County Squared Table.

8 **2012** - Effective January 1, 2012 employees shall be eligible to receive 90% of the
9 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
10 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
11 current year). Zero percent (0%) floor and no ceiling.

12 **2013** - Effective January 1, 2013 employees shall be eligible to receive 95% of the
13 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
14 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
15 current year). Zero percent (0%) floor and no ceiling.

16 **2014** - Effective January 1, 2014 employees shall be eligible to receive 95% of the
17 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
18 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
19 current year). Zero percent (0%) floor and no ceiling.

20 **Economic and Fiscal Conditions Reopener.** The parties agree when significant
21 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
22 reopen negotiations for COLA when triggered by either an increase in the King County
23 unemployment rate of more than 2 percentage points compared with the previous year or a decline of
24 more than 7%, in County retail sales as determined by comparing current year to previous year. Data
25 will be derived from Washington State Department of Revenue. By no later than July 30th of each
26 year of this agreement, the county will assess whether the economic measurements listed above
27 trigger contract reopeners on COLA for the subsequent year.

28 **Section 2. Shift Premium Pay.** Medical Investigators whose shift begins between 1900

1 hours and 0600 hours (night shift) shall receive shift premium pay equivalent to 2.5% of the
2 employee's effective hourly rate of pay (base hourly rate) for all hours worked during the night shift.

3 **Section 3. Bilingual Premium Pay.** Employee(s) who are substantially bilingual and are
4 assigned in writing by management to regularly use their skills in a language other than English in the
5 performance of their work duties will be paid a bilingual premium of \$50 per month. This
6 assignment will be renewed annually and may be terminated at anytime.

7 Such employee(s) will be required to demonstrate their bilingual ability, but are not required
8 to be certified by the State of Washington as a translator/interpreter. Language proficiency in each
9 case will be assessed by staff from King County Superior Court Interpreter Services. The County
10 retains the right to contract for translators/interpreters as appropriate. It is understood by the parties
11 that the work performed by the bilingual speaker provided for under this Section shall not supplant
12 the work of the Medical Interpreter/Translator.

13 **Section 4. Educational Conferences.** Employees, on their off hours, who (with the prior
14 written approval of the Chief Medical Examiner) attend Medical Examiner educational conferences
15 will receive pay at the regular rate.

16 **Section 5. Automatic Step Progression.** Employees who were placed at Step 1 of the salary
17 range when hired in a bargaining unit position shall receive an increase to Step 2 upon satisfactory
18 completion of the 6 month probationary period. Employees who were placed at Step 2 or higher
19 when hired may, at the discretion of management and with department approval, receive an increase
20 to the next higher step upon satisfactory completion of the probationary period. Regular, non-
21 probationary employees who are not at the top step will receive an increase to the next higher step on
22 the salary range effective January 1st of each year, provided their performance is satisfactory.

23 **Section 6. Bi-Weekly Pay.** The parties agree to the bi-weekly pay system as adopted by the
24 King County Council.

25 **ARTICLE 9: HOURS OF WORK**

26 **Section 1. Forensic Medicolegal Death Investigator.** The work week for employees
27 classified as forensic medicolegal death investigators will consist of:

28 A. 4 On 3 Off Workweek - There may be established a workweek comprising of four

1 (4) consecutive workdays of ten (10) consecutive hours each workday exclusive of the meal period.
2 Any established four/ten workweek shall provide for three (3) consecutive days off.

3 **B.** Five (5) consecutive days of eight (8) hours each, exclusive of lunch period,
4 followed by two (2) days off.

5 **Section 2. Autopsy Technician Hours.** The work week for autopsy technicians will consist
6 of five (5) consecutive days of eight (8) hours each, exclusive of lunch period, followed by two (2)
7 consecutive days off or a schedule which requires that employees rotate their schedules so that one
8 employee will work on Saturday.

9 **Section 3. All others.** The work week for all other employees, those not referenced in
10 Section 1 or Section 2 above, may consist of five (5) consecutive days of eight (8) hours each,
11 exclusive of lunch period, followed by two (2) consecutive days off.

12 **Section 4. Work Schedule and Starting Times.** The establishment of reasonable work
13 schedules and starting times is vested solely within the purview of division management and may be
14 changed from time to time provided a two (2) week prior notice of change is given.

15 **Section 5. Employee Scheduling Committees.** A scheduling committee may assist in
16 developing schedules by providing recommendations to management. The committee should
17 consider principally the operating needs of the program. The needs of the community and individual
18 employees, including seniority status, should be considered so long as the program needs are met.
19 Management reserves the right to adjust the personnel, schedule and shifts as it deems necessary and
20 is not required to accept a committee's recommendations.

21 **Section 6. Alternative Schedules.** Alternative schedules may be mutually agreed upon by an
22 employee and management consistent with the provisions of this agreement.

23 **Section 7. Public Health Emergencies.** Public Health has important roles and functions it
24 must perform during various disasters and emergencies. During those times, management retains the
25 right to alter work schedules and approved leaves without prior notice.

26 **Section 8. Shift Trades.** Shift changes in scheduled shifts may be exchanged within the
27 same pay period on an equal basis between the two employees within the same job classification,
28 subject to written approval of management. Shift trade requests must be submitted in writing using

1 the Shift Trade Request Form two weeks before the pay period of the requested trade begins and
2 signed by management in advance. Such shift trades are permitted on the conditions the trade is shift
3 for shift, not hour for hour; pay will be based on the normal shift. Shift differentials and premium
4 payments will be paid to the employee who is normally assigned to the shift, not to the employee
5 covering the shift through a trade. Any overtime will be computed based on the hours of the normal
6 shift. When the trade occurs on a holiday, the employee actually working the holiday will be
7 compensated. Trading of a traded shift is not permitted.

8 **ARTICLE 10: OVERTIME**

9 **Section 1. Five Day Schedule.** Except as otherwise provided in this Agreement, employees
10 on a five-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of
11 eight (8) hours in one day (exclusive of lunch) or forty (40) hours in one week exclusive of lunch
12 period.

13 **Section 2. Four Days on Three Days off Schedule.** Employees on a work schedule other
14 than five days shall be paid for all hours worked in excess of the scheduled shift of at least eight
15 hours. Employees on a 4 on 3 off schedule shall be paid at the rate of time and one-half for all hours
16 worked in excess of ten (10) hours in one day or of 40 hours in a week (exclusive of lunch period).

17 **Section 3. Overtime Calculation.** For overtime purposes, hours of work shall be computed
18 to the next highest six minute period within the hour. For example: work performed until 15 minutes
19 past the hour shall be paid for at 18/60ths times the overtime (time and one half) hourly rate, which is
20 equal to .3 times the hourly rate. Overtime pay rates shall be calculated using the regular rate of pay
21 (i.e. base hourly rates set forth in Addendum "A") plus any premiums, lead pay, specialty pay, shift
22 differentials, etc. which the employee normally receives).

23 **Section 4. Callback.** Persons called back to work will be compensated a minimum of four
24 (4) hours for each instance at the overtime rate. In those circumstances where an employee is asked
25 to report for work four (4) or fewer hours prior to the beginning of his/her regular starting time, this
26 time will not be considered a callback.

27 **Section 5. Authorization.** All overtime shall be authorized in advance by the Chief Medical
28 Examiner or his/her designee in writing, except in emergencies. Saturday and Sunday work is not

1 overtime when it is a regularly scheduled work day.

2 **Section 6. Off-duty Court Time.** Off-duty court time shall be compensated at time and one-
3 half when such court time has been approved to be necessary by the Chief Medical Examiner or
4 his/her designee. Off duty court time occurring on a regularly scheduled day off shall be
5 compensated at a minimum of two (2) hours and shall include travel time to and from the employee's
6 residence via the most direct route and any time necessary to secure evidence or other material
7 necessary for the court appearance.

8 **Section 7. Staff Meetings.** Managers may hold mandatory staff meetings and staff shall be
9 required to attend. Should required meetings be scheduled on an employee's day off, the employee
10 shall be paid at his/her straight time rate for all time spent in attendance at the meeting unless a higher
11 rate is required by the Fair Labor Standards Act, Washington Minimum Wage Act, or otherwise
12 required by law.

13 **Section 8. Compensatory Time.**

14 Overtime may be compensated by compensatory time off at the rate of one and one-half (1-
15 1/2) times the overtime hours worked, provided employee requests compensatory time accrual in
16 advance and the supervisor approves. Employees may not have a balance of more than forty (40)
17 hours of compensatory time. All compensatory time not used by the end of a calendar year will be
18 paid in cash. Exception: if use was not feasible due to work demands of the position, the employee
19 may request and the Chief Medical Examiner may approve the carryover of up to forty (40) hours of
20 accrued compensatory time. No requests for compensatory time accrual will be approved for the last
21 pay period of a calendar year (December 16 through December 31). Use of compensatory time off
22 must be approved in advance as for vacation leave.

23 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

24 **Section 1.** The County will provide a medical, dental and life insurance plan for all regular
25 employees: such to be as determined by the Joint Labor Management Insurance Committee or its
26 successor.

27 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURE**

28 King County recognizes the importance and desirability of settling grievances promptly and

1 fairly in the interest of continued good employee relations and morale and to this end the following
2 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
3 possible level of supervision. Nothing in this Article shall be construed to prevent an employee, a
4 union representative, or a County representative from seeking a resolution to a dispute or a grievance
5 without recourse to the grievance procedure, provided that such resolution must be consistent with
6 this Agreement.

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

9 **Section 1. Definition.**

10 **Grievance** - An issue raised by an employee relating to the interpretation of his/her
11 rights, benefits or conditions of employment as contained in this Agreement.

12 A grievance concerning the discipline or discharge of a career service non-probationary
13 employee may be presented through this grievance procedure; provided, however, an employee
14 covered by this Agreement must, upon initiating objections relating to disciplinary action, use either
15 the contract grievance procedure contained herein (with the Union processing the grievance) or
16 pertinent procedures regarding disciplinary appeals under the applicable personnel systems, such as
17 the County Personnel Board. Under no circumstances may an employee use both the contract
18 grievance procedure and a personnel system appeal, including the Personnel Board, relative to the
19 same disciplinary action.

20 Probationary, term-limited, part-time and temporary employees shall not have the right to
21 pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise
22 provided in Section 12.2.

23 **Section 2. Procedure.**

24 **Step 1. Chief Medical Examiner or Designee:** A grievance shall be presented in
25 writing by the aggrieved employee, and his/her representative, if the employee wishes, within ten
26 working days of the occurrence of such grievance, to the Chief Medical Examiner or designee. The
27 grievance must state the occurrence giving rise to the grievance, the date of occurrence, the specific
28 Article and Section(s) of the Agreement the employee considers to be violated or misapplied, and the

1 remedy requested. The Chief Medical Examiner or designee shall gain all relevant facts and shall
2 attempt to adjust the matter and respond in writing within ten working days. If a grievance is not
3 pursued to the next higher level within ten working days after the Chief Medical Examiner or
4 designee's response, it shall be presumed resolved. A copy of the initial grievance statement, the
5 response, and a statement explaining what aspects of the grievance were not satisfactorily resolved
6 will be forwarded by the Chief Medical Examiner to the King County Office of Labor Relations
7 Director/Designee as well as the Department Labor Relations Manager.

8 **Step 2. Division Manager or Designee:** If the grievance has not been satisfactorily
9 resolved by the response from the Chief Medical Examiner or designee, a copy of the initial grievance
10 statement, the response, and a statement explaining what aspects of the grievance were not
11 satisfactorily resolved will be presented to the Division Manager or his/her designee within ten
12 working days of the Step 1 response. The Division Manager or his/her designee shall make his/her
13 written decision available to the aggrieved employee within ten working days with a copy to the
14 Department Labor Relations Supervisor and the King County Office of Labor Relations
15 Director/designee. If the grievance is not pursued to the next step within ten working days, it shall be
16 considered resolved.

17 **Step 3. Department Director:** If the response at Step 2 does not satisfactorily
18 resolve the grievance, the employee and the Union representative shall then present the grievance to
19 the Department Director. The Step 3 grievance shall include a copy of the initial grievance statement,
20 previous responses to the grievance, and a statement explaining which aspects of the grievance are
21 not satisfactorily resolved. The Department Director or designee, after investigation, will respond in
22 writing within ten working days, with a copy to the Department Labor Relations Supervisor and the
23 King County Office of Labor Relations Director/designee. If the grievance is not pursued to the next
24 step within ten working days, it shall be considered resolved.

25 **Step 4.** If the response at Step 3 does not satisfactorily resolve the grievance, the
26 Union representative shall then present the grievance to the Office of Labor Relations
27 Director/Designee. The Labor Relations Director or designee, after investigation, will respond in
28 writing within ten working days to the Union representative and the Department Labor Relations

1 Supervisor.

2 **Step 5.** Should the grievance not be resolved at Step 4 the Union may, within thirty
3 (30) days of the response at Step 4, request arbitration and must specify the exact question which it
4 wishes arbitrated. The Union and the Director of the Office of Labor Relations shall then select a
5 third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon
6 an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the
7 American Arbitration Association. The arbitrator will be selected from the list by both the County
8 representative and the Union, each alternately striking a name from the list until only one name
9 remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to
10 render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

11 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
12 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
13 in reaching a decision.

14 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
15 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
16 behalf. Regardless of the outcome of the arbitration, each party shall be responsible for the cost of its
17 own legal representation, other representatives, and witnesses.

18 No matter may be arbitrated which the County by law has no authority over, has no authority
19 to change, or has been delegated to any civil service commission or personnel board as defined in
20 R.C.W. 41.56.

21 **Section 2.1 Filing and deadlines.** A grievance may be initiated at any step up to Step 4 by
22 mutual consent of the parties. Any deadlines specified in this Article may be extended by mutual
23 agreement. If at any step the County representative fails to respond within the time required, the
24 employee and/or the Union shall be entitled to submit the grievance to the next step of the procedure.

25 **Section 2.2 Grievances of Disciplinary Action.** Grievances over suspension, demotion, or
26 dismissal for cause shall be filed at Step 3 within ten working days of the written notification to the
27 employee.

28 **Section 2.3 Meetings.** At any step of this procedure, if requested by the employee and/or the

1 Union representative, the County representative will conduct a meeting to discuss the grievance. If
2 there is a meeting, the written response will be due ten working days after the date of the meeting.

3 **Section 2.4 Mediation.** At any step in the procedure, the parties may agree to select a neutral
4 third party to serve as mediator. If mediation is attempted after Step 4 and is not successful,
5 arbitration may be requested as provided above, within thirty days after the mediator or one of the
6 parties declares impasse. Nothing said or done by the parties or the mediator during the grievance
7 mediation session(s) shall be admissible during the arbitration proceedings.

8 **Section 2.5 Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days
9 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
10 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
11 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
12 relief for the alleged Unfair Labor Practice.

13 **ARTICLE 13: BULLETIN BOARDS**

14 The County agrees to permit the Union to post on a designated County bulletin board (within
15 the Medical Examiner office) the announcement of meetings, election of officers, and any other
16 Union material, providing there is sufficient space, beyond what is required by the County for
17 "normal" business operations, and prior approval is received from the Chief Medical Examiner or
18 his/her designee.

19 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

20 The County or the Union shall not unlawfully discriminate against any individual with respect
21 to compensation, terms, conditions, or privileges of employment because of race, color, creed
22 religion, national origin, age or sex, sexual orientation, marital status, or mental, sensory or physical
23 handicap or disability, except as otherwise provided by law.

24 Employees are encouraged to discuss issues of concern related to this Article with their
25 manager and or the Department Personnel Office. Complaints or charges of unlawful discrimination
26 under this Article shall be pursued through appropriate equal employment opportunity agencies of the
27 County (Office of Civil Rights Enforcement), City, State, or Federal government, rather than through
28 the grievance procedures in this Agreement.

1 **ARTICLE 15: SAVINGS CLAUSE**

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

8 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

9 **Section 1.** The County and the Union agree that the public interest requires efficient and
10 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
11 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
12 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
13 duties, sick leave absence which is not bonafide, or other interference with County functions by
14 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to
15 end such interference. Any concerted action by any employees in any bargaining unit shall be
16 deemed a work stoppage if any of the above activities have occurred.

17 **Section 2.** Upon notification in writing by the County to the Union that any of its members
18 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
19 immediately cease engaging in such work stoppage and provide the County with a copy of such order.
20 In addition, if requested by the County, a responsible official of the Union shall order such Union
21 members to cease engaging in such a work stoppage.

22 **Section 3.** Any employee participating in such work stoppage or in other ways committing an
23 act prohibited in this article shall be considered absent without leave and shall be considered to have
24 resigned.

25 **ARTICLE 17: WAIVER CLAUSE**

26 The parties acknowledge that each has had the unlimited right within the law and the
27 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
28 collective bargaining. The results of the exercise of that right and opportunity are set forth in this

1 Agreement. For the duration of this Agreement, the County and the Union each agree to waive the
2 right to oblige the other party to bargain with respect to any subject or matter not specifically referred
3 to or covered in this Agreement.

4 All letters, agreements and understandings in effect prior to the effective date of this contract
5 are deemed null and void with the effective date of this contract.

6 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRES**

7 **Section 1.** Employees laid off as a result of reduction of work and/or a shortage of funds shall
8 normally be laid off according to their seniority within classification series (as determined by the
9 Union), with the least senior employee being laid off first. When in the judgment of the Division
10 Manager the application of seniority does not provide for continued efficient operation of the
11 Division during the event of large scale reductions in force, then ability and skill may be the
12 determining factor in layoff and bumping decisions arising under this Article.

13 **Section 2.** Employees whose positions are eliminated shall have 30 calendar days following
14 the notice under Section 4 below to exercise one of the following options:

15 1.) Accept elimination

16 2.) Accept vacant bargaining unit position, if qualified

17 3.) Displace the least senior career service bargaining unit employee in the affected
18 classification or displace the least senior career service bargaining unit employee in another
19 classification within the affected classification series.

20 **Section 3.** Employees laid off shall be recalled in the inverse order of layoff; namely, those
21 laid off last will be recalled first.

22 **Section 4.** The County agrees to notify the Union and affected career service bargaining unit
23 employee at least 30 calendar days in advance, in writing, of any anticipated reduction in force. Such
24 notice shall include the name and classification of all such employees whose positions are to be
25 eliminated. In the event of large scale reductions in force mentioned in Section 1 above, upon
26 request, the County agrees to meet with the Union within the 30 days prescribed above to review the
27 circumstances of the proposed reductions.

1 **ARTICLE 19: MISCELLANEOUS**

2 **Section 1. Union Leave.** An employee elected or appointed to office in the Union which
3 requires a part or all of his/her time may, at the discretion of the Chief Medical Examiner, be given
4 leave of absence up to one (1) year without pay upon application.

5 **Section 2. Vehicle Use Reimbursement.** All employees who have been authorized to use
6 their own transportation on County business shall be reimbursed at the rate established by the County
7 Council by ordinance.

8 **Section 3. Dress Code.** All Employees shall be provided a standard uniform which shall be
9 worn during all hours of work, unless an exception is approved in writing by the Chief Medical
10 Examiner or his/her designee. Each employee will initially be issued a uniform. The County will
11 purchase and replace these items. Clothing provided by the County will be cleaned and laundered by
12 the County. Health and safety are important reasons for this uniform policy. The County will
13 provide appropriate footwear. Specialists will receive protective clothing as determined by
14 management. Autopsy Assistants shall be provided with uniforms and with replacement shoes as
15 needed.

16 **Section 4. Employee List for Union.** An employee's union representative as referred to in
17 this Contract, shall mean a local officer, shop steward, or staff representative. The Chief Medical
18 Examiner shall be furnished with a list of all employees in those positions; such list shall be updated
19 as changes occur.

20 **Section 5. Transit Pass.** All regular employees covered by this Agreement will receive a
21 transit pass as provided in County ordinance.

22 **Section 6. Identification and badges.** Employees will display only County issued
23 identification.

24 **Section 7. Tools and Equipment.** All tools and equipment will be provided by the County.
25 Only County provided tools and equipment will be used.

26 **Section 8. Weapons.** The use, threatened use, or possession of a weapon concealed, licensed
27 or otherwise, by an employee while in the performance of his/her official duties or while on County
28 property is strictly prohibited and may result in termination. This section shall not apply to the

1 handling of a weapon found on the scene of an official investigation and while in the performance of
2 official duties.

3 **Section 9. Training.** The Medical Examiner's Office will provide training opportunities to
4 employees within budgeted appropriations. The objective is to encourage and motivate employees to
5 improve their personal capabilities in performance of their assigned duties. The Medical Examiner's
6 Office will not reimburse employees for unauthorized training. Training to be paid for by the
7 Medical Examiner's Office must be approved in writing by the Chief Medical Examiner or his
8 designee.

9 **Section 10. Professional Licenses or Certifications.** All employees covered by this contract
10 at the time of ratification and who become registered by the American Board of Medicolegal Death
11 Investigators (ABMDI) within the life of this agreement, will be awarded a one-time \$200 bonus. In
12 addition, upon passing the examination, the employee will be reimbursed for the application fee,
13 examination fee and reasonable travel expenses to the nearest examination location in a calendar year.
14 All employees who become Board Certified by the ABMDI will be reimbursed for one application
15 and one examination fee upon passing the examination. For all employees registered or certified by
16 ABMDI, the County will bear the annual maintenance cost of their ABMDI registration/certification.



17 **ARTICLE 20: LABOR MANAGEMENT COMMITTEE**

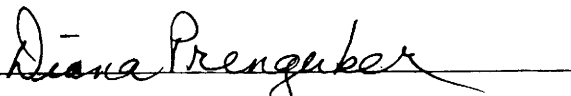
18 A labor-management committee (LMC) will be created to keep lines of communication open
19 and resolve issues at their earliest stages. Issues such as grievances, unfair labor practices and
20 litigation will be excluded from consideration by the LMC. In the event that an issue rises to the level
21 of a negotiation, it will be referred by mutual agreement to a negotiation process. No binding
22 agreements, including but not limited to memorandums of understanding, side letters, etc., involving
23 the day-to-day administration of collective bargaining agreements or bargaining relationships will be
24 entered into with the bargaining representatives of employees of King County without the
25 authorization of the King County Office of Labor Relations Director or his/her designee.
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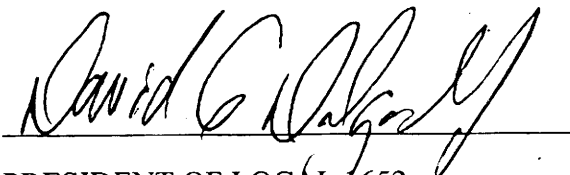
1 **ARTICLE 21: DURATION**

2 This Agreement shall become effective when ratified by the parties unless a different effective
3 date is specified, and covers the period of January 1, 2011 through December 31, 2014. Written
4 notice must be served by either party upon the other party of its intent to terminate or modify this
5 Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31, 2014.

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8 APPROVED this 19 day of December, 2011.

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12 By: 
13  King County Executive

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18 
19 WASHINGTON STATE COUNCIL OF
20 COUNTY AND CITY EMPLOYEES, AFL-CIO

21
22
23 
24
25 PRESIDENT OF LOCAL 1652

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3
4 **ADDENDUM A**

5 Job Class Code	6 MSA Job Code	7 PeopleSoft Job Code	8 Classification Title	9 Pay Range* (Squared Table)
10 4201100	8386	421209	Administrative Specialist I	33
11 4201200	8387	421313	Administrative Specialist II	37
12 4201300	8388	421406	Administrative Specialist III	41
13 4201400	8389	421505	Administrative Specialist IV	46
14 4101100	8378	411109	Fiscal Specialist I	34
15 4101200	8379	411212	Fiscal Specialist II	38
16 4101300	8380	411305	Fiscal Specialist III	42
17 3430100	8366	345101	Forensic Autopsy Technician	51
18 3430200	8033	345401	Forensic Autopsy Technician - Lead	53
19 3431100	8367	345201	Forensic Medicolegal Death Investigator I	54
20 3431200	8032	345701	Forensic Medicolegal Death Investigator II	55
21 3431300	8031	345801	Forensic Medicolegal Death Investigator - Lead	56
22 3423100	8356	341403	Health Program Assistant I	41
23 3423200	8357	341503	Health Program Assistant II	45
24 *For rates, please refer to the King County Squared Table				