

**Coalition Labor Agreement (CLA) - Appendix for 260
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 1652
Medical Examiner - Department of Public Health**

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

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County (the “County”) and Local 1652, Washington State Council of County and City Employees, AFSCME (the “Union”).

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit’s employees as follows:

Section 1.1. The Preamble in its entirety

Section 1.2. All superseding and non-superseding provisions

ARTICLE 2: UNION RECOGNITION/EMPLOYEE RIGHTS

Section 2.1. Recognition. The County recognizes the Union as representing employees whose job classifications are listed in the attached Addendum “A”.

Section 2.2. Employee Rights. Employees may choose to become members of the Union or to exercise their legal rights under RCW 41.56. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

A. An employee shall, upon request, have the right to inspect all contents of their personnel file in the Department’s Human Resources Office in the presence of the Department of Public Health Human Resources Manager or a designee.

B. Materials to be placed into an employee’s personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee’s employment shall be accurate and brought to the employee’s attention with copies provided to the employee upon request. The employee shall have opportunity to attach comments to any such material. Any discipline shall be subject to the Article 27: Discipline and Sunset Clause of

the CLA.

Section 2.3. Bargaining Unit Roster. King County will provide the Union a complete list and employment information of employees covered by this Agreement per requirements in RCW 41.56

If the County has the information in its records, it will provide the following information to the Union within 21 business days from the date of hire for a newly hired employee in the bargaining unit:

1. First and last name
2. USPS mail address
3. Home, work, and/or cell phone number
4. Work e-mail address
5. Job classification/title
6. Department
7. Division
8. Work location
9. Date of hire
10. Hourly or salary pay status
11. Rate of pay
12. FTE status (if applicable)
13. Personal e-mail address

ARTICLE 3: RIGHTS OF MANAGEMENT

Section 3.1. The management of the County and the direction of the work force are vested exclusively in the County subject to terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedures as the County from time to time may determine. The parties hereby recognize the County's and the Department's right to hire, appoint, 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
3 the methods, processes, and means of providing services, the right to increase or diminish operations,
4 in 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 3.2. Safety.** No employee shall be directed to work in a manner that does not comply
11 with state or federal law.

12 13 **ARTICLE 4: HOLIDAY ADMINISTRATION**

14 **Section 4.1. Holiday worked premium.** Work performed on holidays shall receive one-half
15 (1/2) times the base hourly rate of pay in addition to the regular holiday pay provided in CLA Article
16 10.

17 **A.** The regular holiday pay provided by CLA Article 10 shall not count toward the FLSA
18 work week threshold for purposes of overtime eligibility.

19 **B.** If at least two (2) hours of a shift are worked on a King County acknowledged holiday
20 (excluding personal holidays), the employee will be paid at the Holiday Worked premium for the
21 entire shift. If fewer than two (2) hours of a shift are worked on a King County acknowledged holiday
22 (excluding personal holidays) the employee will be paid at the Holiday Worked premium for all
23 hours worked on the holiday. If the employee works two shifts, each of which include 2 or more
24 hours of the holiday, the employee will be compensated at the Holiday Worked rate only for the shift
25 that starts on the holiday.

26 **Section 4.2.** Employees attending a training seminar/assignment during a holiday shall be
27 compensated at the base hourly rate of pay unless a higher rate is required by the Fair Labor
28 Standards Act.

ARTICLE 5: VACATION REQUESTS

Employees who request vacation prior to December 1st for vacations starting in the following calendar year (January 1st to December 31st) will be granted preference in accordance with seniority within job classification and shift. After December 1st, requests for vacations in the following calendar year will be granted on a first-come, first-served basis.

ARTICLE 6: WAGE RATES

Section 6.1. Wage Rates. The wage rates for the positions covered by this Appendix shall be as set forth in Addendum A: Wages. Any applicable General Wage Increases (GWI) or Cost of Living Adjustment (COLA) for the term of this Appendix are provided in the CLA Article 29.

Section 6.2. Shift Premium Pay. Medical Investigators who work a majority of their hours between 1900 hours and 0600 hours (night shift) shall receive shift premium pay equivalent to 5% of the employee's base hourly rate of pay for all hours worked during the night shift.

Section 6.3. Educational Conferences. Employees, on their off hours, who (with the prior written approval of the Supervisor) attend Medical Examiner educational conferences will receive pay at the base hourly rate of pay.

Section 6.4. Automatic Step Progression. Employees who were placed at Step 1 of the salary range when hired in a bargaining unit position shall receive an increase to Step 2 upon satisfactory completion of an at least 6-month probationary period; and no more than 12-months total. Employees who were placed at Step 2 or higher when hired may, at the discretion of management and with department approval, receive an increase to the next higher step upon satisfactory completion of the probationary period. Regular, non-probationary employees who are not at the top step will receive an increase to the next higher step on the salary range effective January 1st of each year.

ARTICLE 7: HOURS OF WORK

Section 7.1. Forensic Medicolegal Death Investigator. The work week for employees classified as forensic medicolegal death investigators will consist of:

1 A. 4 On 3 Off Workweek - There may be established a workweek comprising of four
2 (4) consecutive workdays of ten (10) consecutive hours each exclusive of the meal period. Any
3 established four/ten workweek shall provide for three (3) days off at least two (2) of which will be
4 consecutive.

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

7 **Section 7.2. Autopsy Technician Hours.** The work week for autopsy technicians will
8 consist of five (5) consecutive days of eight (8) hours each, exclusive of lunch period, followed by
9 two (2) consecutive days off or a schedule which requires that employees rotate their schedules to
10 provide sufficient Autopsy Technician coverage on Weekends and Mondays. Additionally, schedule
11 assignments may include Sundays. The scheduler will endeavor to limit the number of people
12 working schedules other than Monday-Friday . The parties agree to discuss alternative work
13 schedules for Autopsy Technicians in their LMC. Should the parties agree in the LMC to explore a
14 different schedule(s) than as provided herein, they will inform their respective representatives who
15 will then meet and negotiate, in accordance with law, any change to this section.

16 **Section 7.3. All others.** The work week for all other employees, those not referenced in
17 Section 7.1 or Section 7.2 above, may consist of five (5) consecutive days of eight (8) hours each,
18 exclusive of lunch period, followed by two (2) consecutive days off.

19 **Section 7.4. Work Schedule and Starting Times.** The establishment of reasonable work
20 schedules and starting times is vested solely within the purview of division management and may be
21 changed from time to time provided a two (2) week prior notice of change is given.

22 **Section 7.5. Employee Scheduling Committees.** A scheduling committee may assist in
23 developing schedules by providing recommendations to management. The committee should
24 consider principally the operating needs of the program. The needs of the community and individual
25 employees, including seniority status, should be considered so long as the program needs are met.
26 Management reserves the right to adjust the personnel, schedule and shifts as it deems necessary and
27 is not required to accept a committee's recommendations.

28 **Section 7.6. Alternative Schedules.** Alternative schedules may be mutually agreed upon by

an employee and management consistent with the provisions of this Appendix.

Section 7.7. Public Health Emergencies. Public Health has important roles and functions it must perform during various disasters and emergencies. During those times, management retains the right to alter work schedules and approved leaves without prior notice.

Section 7.8. Shift Trades. Shift trades in scheduled shifts may be exchanged within the same pay period on an equal basis between the two employees within the same job classification, subject to written approval of management. Shift trade requests must be submitted in writing using the Shift Trade Request Form two weeks before the pay period of the requested trade begins and signed by management in advance. Such shift trades are permitted on the conditions the trade is shift for shift, not hour for hour; pay will be based on the normal shift. Shift differentials and premium payments will be paid to the employee who is normally assigned to the shift, not to the employee covering the shift through a trade. Any overtime will be computed based on the hours of the normal shift. When the trade occurs on a holiday, the employee actually working the holiday will be compensated. Trading of a traded shift is not permitted. If the trade cannot be completed within the FLSA workweek, the employee who worked the shift will be paid for the hours worked at the contractual overtime rate in effect at the time the work is performed. The employee who does not work their shift will be charged compensatory time or vacation leave as appropriate.

ARTICLE 8: CONTRACTUAL OVERTIME

Section 8.1. Five Day Schedule. Except as otherwise provided in this Agreement, employees on a five-day schedule shall be paid at the contractual overtime rate of time and one-half of the employee's base hourly rate for all hours worked in excess of eight (8) hours in one day, exclusive of lunch, or forty (40) hours in one week, exclusive of lunch periods.

Section 8.2. Four Days on Three Days off Schedule. Employees on a 4-on 3-off schedule shall be paid at the contractual overtime rate o for all hours worked in excess of ten (10) hours in one day or of 40 hours in a week, exclusive of lunch period.

Section 8.3. Employees on a work schedule other than five days or 4-on 3-off shall be paid for all hours worked in excess of the scheduled shift of at least eight hours in one day, exclusive of

1 lunch, or of 40 hours in one week, exclusive of lunch.

2 **Section 8.4.** Employees who work on a scheduled day off shall be eligible for contract
3 overtime for all hours worked.

4 **Section 8.5. Contractual Overtime Calculation.** For contractual overtime purposes, hours
5 of work shall be computed to the next highest six-minute period within the hour. For example: work
6 performed until 15 minutes past the hour shall be paid for at 18/60ths times the overtime (time and
7 one half) hourly rate, which is equal to .3 times the hourly rate. The contractual overtime rate for each
8 overtime hour worked shall be one and one-half (1-1/2) times the combined amount of the
9 employee's hourly base rate of pay, as specified in the Addendum A Wage table, plus any applicable
10 hourly pay premium in effect at the time the overtime is worked that are contractually required to be
11 included when calculating the contract overtime rate. If the Fair Labor Standards Act (FLSA)
12 requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher
13 rate of pay pursuant to the FLSA.

14 **Section 8.6. Authorization.** All overtime shall be authorized in advance by the Supervisor
15 or designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a
16 regularly scheduled work day.

17 **Section 8.7. Off-duty Court Time.** Off-duty court time shall be compensated at the
18 contractual overtime rate when such court time has been approved to be necessary by the Supervisor
19 or designee. Off duty court time occurring on a regularly scheduled day off shall be compensated at a
20 minimum of two (2) hours of base pay and shall include travel time to and from the employee's
21 residence via the most direct route and any time necessary to secure evidence or other material
22 necessary for the court appearance.

23 **Section 8.8. Staff Meetings.** Managers may hold mandatory staff meetings and staff shall be
24 required to attend. Should required meetings be scheduled on an employee's day off, the employee
25 shall be paid at their base straight time rate for all time spent in attendance at the meeting unless a
26 higher rate is required by the Fair Labor Standards Act, Washington Minimum Wage Act, or
27 otherwise required by law.

28 **Section 8.9. Compensatory Time.** Overtime may be compensated by compensatory time off

at the rate of one and one-half (1-1/2) times the number of overtime hours worked, provided employee requests compensatory time accrual in advance and the supervisor approves. Employees may not have a balance of more than forty (40) hours of compensatory time. All compensatory time not used by the end of the pay period which includes December 31, will be paid out. No requests for compensatory time accrual will be approved for the last full pay period of the calendar year. Use of compensatory time off must be approved in advance as for vacation leave.

Section 8.10 Call-out: CLA Article 43.1 B applies in the case of a physical call out (call-out). A call-out is defined in this Appendix as a circumstance where an employee is called to work an unscheduled shift or shifts due to an emergent situation (e.g. mass casualty). Call-out is distinct from overtime in that an employee on call-out has returned to the worksite after at least four (4) hours absence to work an unscheduled shift.

Call-out premium: Employees working a call-out shift or shifts will be paid at the contractual overtime rate for each qualifying shift. Section 8.5 of this agreement defines the contractual overtime rate.

No “pyramiding”: Call-out hours which would qualify as contractual overtime per Section 8.5 of this agreement will receive one premium equal to the contractual overtime rate.

ARTICLE 9: UNFAIR LABOR PRACTICE (ULP) RESOLUTION

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

ARTICLE 10: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 10.1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone

any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bonafide or other interference with County functions by employees under this Appendix and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 10.2. Upon notification in writing by the County to the Union that any of its represented employees are engaged in a work stoppage, the Union shall immediately, in writing, order such employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall order such Union employees to cease engaging in such a work stoppage.

Section 10.3. Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave and shall be considered to have resigned.

ARTICLE 11: REDUCTION-IN-FORCE/LAYOFF REHIRES

Section 11.1. Employees laid off as a result of reduction of work and/or a shortage of funds shall normally be laid off according to their seniority within classification series (as determined by the Union), with the least senior employee being laid off first. When in the judgment of the Division Manager the application of seniority does not provide for continued efficient operation of the Division during the event of large scale reductions in force, then ability and skill may be the determining factor in layoff and bumping decisions arising under this Article.

Section 11.2. Employees whose positions are eliminated shall have 30 calendar days following the notice under Section 11.4 below to exercise one of the following options:

- 1.) Accept elimination
- 2.) Accept vacant bargaining unit position, if qualified
- 3.) Displace the least senior career service bargaining unit employee in the affected classification or displace the least senior career service bargaining unit employee in another classification within the affected classification series.

1 **Section 11.3.** Employees laid off shall be eligible for recall for two years from the effective
2 date of their layoff and shall be recalled in the inverse order of layoff; namely, those laid off last will
3 be recalled first.

4 **Section 11.4.** The Division agrees to notify the Union and affected career service bargaining
5 unit employee at least 30 calendar days in advance, in writing, of any anticipated reduction in force.
6 Such notice shall include the name and classification of all such employees whose positions are to be
7 eliminated. In the event of large scale reductions in force mentioned in Section 11.1 above, upon
8 request, the Division agrees to meet with the Union within the 30 days prescribed above to review the
9 circumstances of the proposed reductions.

10 11 **ARTICLE 12: MISCELLANEOUS**

12 **Section 12.1. Dress Code.** All Employees shall be provided a standard uniform which shall
13 be worn during all hours of work, unless an exception is approved in writing by the Chief Medical
14 Examiner or designee. Each employee will initially be issued a uniform. The Division will purchase
15 and replace these items. Clothing provided by the Division will be cleaned and laundered at the
16 expense of the Division. Health and safety are important reasons for this uniform policy. The
17 Division will provide appropriate footwear. Specialists will receive protective clothing as determined
18 by management. Autopsy Assistants shall be provided with uniforms and with replacement shoes as
19 needed.

20 **Section 12.2. List of Union Representatives.** An employee's union representative as
21 referred to in this Appendix, shall mean a local officer, shop steward, or staff representative. The
22 Chief Medical Examiner shall be furnished with a list of all employees in those positions; such list
23 shall be updated as changes occur.

24 **Section 12.3. Identification and badges.** Employees will display only County and
25 Harborview issued identification.

26 **Section 12.4. Tools and Equipment.** All tools and equipment necessary to perform job
27 functions safely will be provided by the Division. Only Division provided tools and equipment will
28

1 be used. Legal representation and indemnification to County employees covered by this agreement is
2 governed by KCC 2.21.050.

3 **Section 12.5. Weapons.** The use, threatened use, or possession of a weapon concealed,
4 licensed or otherwise, by an employee while in the performance of their official duties or while on
5 County property is strictly prohibited and may result in termination. This section shall not apply to
6 the handling of a weapon found on the scene of an official investigation and while in the performance
7 of official duties.

8 **Section 12.6. Training.** The Medical Examiner's Office will provide training opportunities
9 to employees within budgeted appropriations. The objective is to encourage and motivate employees
10 to improve their personal capabilities in performance of their assigned duties. The Medical
11 Examiner's Office will not reimburse employees for unauthorized training. Training to be paid for
12 by the Medical Examiner's Office must be approved in writing by the Supervisor or designee.


13 **Section 12.7. Professional Licenses or Certifications.** All employees covered by this
14 appendix at the time of ratification and who become registered by the American Board of
15 Medicolegal Death Investigators (ABMDI) within the life of this Appendix, will be awarded a one-
16 time \$200 bonus. In addition, upon passing the examination, the employee will be reimbursed for the
17 application fee, examination fee and reasonable travel expenses to the nearest examination location in
18 a calendar year. All employees who become Board Certified by the ABMDI will be reimbursed for
19 one application and one examination fee upon passing the examination. For all employees registered
20 or certified by ABMDI, the County will bear the annual maintenance cost of their ABMDI
21 registration/certification.

22 **Section 12.8. Probation.** Newly hired employees in a regular career service position shall
23 serve a probationary period of at least six (6) months as defined in the King County Code and
24 Personnel Guidelines for the Career Service. The Guidelines specify that the probationary period is
25 an extension of the hiring process. Probationary employees are considered at-will and may be
26 terminated without recourse to the just cause provisions or the grievance procedures in the CLA.
27
28

ARTICLE 13: LABOR MANAGEMENT COMMITTEE

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

For Washington State Council of County and City Employees,
Council 2, Local 1652:

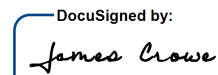
DocuSigned by:

558CF35390AF418...
Suzette Dickerson
Staff Representative

For Washington State Council of County and City Employees,
Council 2, Local 1652:

Signed by:

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Jonathan Gallar
Local 1652 President

For King County:

DocuSigned by:

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James Crowe
Senior Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 260**Union Code: M1****ADDENDUM A: WAGES**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range* (Squared Table)
4201100	421209	Administrative Specialist I	35
4201200	421313	Administrative Specialist II	39
4201300	421406	Administrative Specialist III	43
4201400	421505	Administrative Specialist IV	48
2810100	281202	Administrator I	50
3431400	345301	Death Investigator Assistant	49
4101100	411109	Fiscal Specialist I	35
4101200	411212	Fiscal Specialist II	39
4101300	411305	Fiscal Specialist III	43
3441200	336101	Forensic Anthropology Technician	53
3430100	345101	Forensic Autopsy Technician	51
3430200	345401	Forensic Autopsy Technician - Lead	54
3431100	345201	Forensic Medicolegal Death Investigator I	54
3431200	345701	Forensic Medicolegal Death Investigator II	56
3431300	345801	Forensic Medicolegal Death Investigator - Lead	59
3423100	341403	Health Program Assistant I	41
3423200	341503	Health Program Assistant II	45

*For rates, please refer to the King County Squared Table

Washington State Council of County and City Employees, Council 2, Local 1652 - Medical Examiner
January 1, 2026 through December 31, 2028

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ADDENDUM B: JOB PROGRESSION

Local 1652 King County Medical Examiner's Office Progression Tool Forensic Medicolegal Death Investigator I to II

This job progression system is designed to allow employees to advance to a higher job classification based on the attainment of relevant knowledge, skills, and abilities, without having to wait for a vacancy and without having to compete against others. If a Forensic Medicolegal Death Investigator I wishes to advance to a Forensic Medicolegal Death Investigator II position, the County will evaluate such advancement using the following criteria and processes.

A. REQUIREMENTS

a. Years of Service at KCMEO (longevity)

- i. The candidate must successfully complete a probationary period in the Forensic Medicolegal Death Investigator I position.
- ii. The candidate must complete at least five (5) consecutive years as a Forensic Medicolegal Death Investigator I (including probation).
- iii. The candidate must have at least nine (9) combined years of experience, seven (7) of which must have been in position equivalent to the Forensic Medicolegal Death Investigator I **AND** two and one half (2.5) consecutive years (30 months) as Forensic Medicolegal Death Investigator I (including probation) with KCMEO.

b. ABMDI Certification

- i. The candidate must be a registered Diplomat or board certified Fellow with the American Board of Medicolegal Death Investigators.

c. Job Performance

The candidate must not have an evaluation with a score lower than 4.0 average out of 5.0 over the proceeding 3 years. If the candidate did not have an evaluation the assumption should be made that an evaluation would have been at 4.0.

d. Proficiencies

The candidate must have demonstrated the following Investigator I competencies during their five-year tenure as a Forensic Medicolegal Death Investigator I, as determined by their lead and supervisor:

- i. Demonstrated ability to work independently, including on unusual or complex cases.
- ii. Consistent track record of good decision-making,
- iii. Demonstrated ability to follow KCMEC protocols,
- iv. Complete, thorough and accurate completion electronic and paper records, evidence, and property,
- v. Demonstrated initiative in all aspects of the work, from next of kin searches to cleaning and restocking vehicles,
- vi. Organizing the cooler
- vii. Requesting records and other follow up
- viii. Demonstrated ability to develop rapport and sustain positive relationships with families, witnesses, law enforcement, hospitals, nursing homes, medics and others,
- ix. Demonstrated ability to work well with a wide range of people across age, race, gender, primary language, etc.
- x. This list is not comprehensive of all Investigator I competencies.
- xi. Additionally, the candidate will consistently show initiative and proactive actions related to the work of the office.

B. DECISION-MAKING PROCESS

- a. Employee
 - i. If a Forensic Medicolegal Death Investigator I meets the above requirements, they may request to advance to Forensic Medicolegal Death Investigator II. Progression is voluntary, and Investigator I staff may choose to remain in their current role.
- b. Lead and Manager
 - i. If the Forensic Medicolegal Death Investigator – Lead and the Health Services Administrator agree that the employee meets the requirements, they will forward the recommendation to the Division and Human Resources.
 - ii. If the job progression is denied, the Lead and Manager must provide written justification to the employee outlining their deficiencies.

C. STAFF SENIORITY

- a. Forensic Medicolegal Death Investigators have seniority based on time served as an Investigator I or II.
 - i. Movement from Investigator I to II does not result in a loss of seniority
 - ii. Time worked in other series within the office do not contribute to seniority for these positions, including as an Investigator Assistant.