



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**June 16, 2008**

**Ordinance 16132**

**Proposed No.** 2008-0304.1

**Sponsors** Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Washington State Council of County and City  
4 Employees, Council 2, Local 1652 (Medical Examiner)  
5 representing employees in the department of public health;  
6 and establishing the effective date of said agreement.

7

8

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9

10

SECTION 1. The collective bargaining agreement negotiated between King  
County and Washington State Council of County and City Employees, Council 2, Local  
11 1652 (Medical Examiner) representing employees in the department of public health and  
12 attached hereto is hereby approved and adopted by this reference made a part hereof.


13

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2008, through and including December 31, 2010.

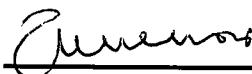
16  
  
Ordinance 16132 was introduced on 5/27/2008 and passed by the Metropolitan King  
County Council on 6/16/2008, by the following vote:

Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von  
Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
\_\_\_\_\_  
Julia Patterson, Chair

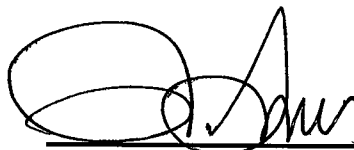
ATTEST:

  
\_\_\_\_\_

Anne Noris, Clerk of the Council

RECEIVED  
2008 JUN 27 PM 2:00  
CLERK  
KING COUNTY COUNCIL

APPROVED this 26 day of June, 2008.

  
\_\_\_\_\_

Ron Sims, County Executive

**Attachments**      A. Agreement Between Washington State Council of County and City Employees--  
Local 1652 AFSCME-Medical Examiner and King County

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP.....2

ARTICLE 3: RIGHTS OF MANAGEMENT .....5

ARTICLE 4: HOLIDAYS .....6

ARTICLE 5: VACATIONS .....8

ARTICLE 6: SICK LEAVE ..... 11

ARTICLE 7: OTHER LEAVES..... 14

ARTICLE 8: WAGE RATES..... 17

ARTICLE 9: HOURS OF WORK ..... 19

ARTICLE 10: OVERTIME.....21

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

ARTICLE 12: DISPUTE RESOLUTION PROCEDURE ..... 24

ARTICLE 13: BULLETIN BOARDS.....28

ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY.....29

ARTICLE 15: SAVINGS CLAUSE.....30

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION..... 31

ARTICLE 17: WAIVER CLAUSE ..... 32

ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRES..... 33

ARTICLE 19: MISCELLANEOUS ..... 34

ARTICLE 20: LABOR MANAGEMENT COMMITTEE ..... 36

ARTICLE 21: DURATION.....37

ADDENDUM A: ..... 38

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in R.C.W. 41.56.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2           **Section 1.** The County recognizes the Union as representing their members whose job  
3 classifications are listed in the attached Addendum "A".

4           **Section 2.** It shall be a condition of employment that all employees covered by this  
5 Agreement who are members of the Union in good standing on the effective date of this Agreement  
6 shall remain members in good standing and those who are not members in good standing on the  
7 effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this  
8 Agreement, become and remain members in good standing in the Union or pay an agency fee to the  
9 union to the extent required by law. It shall also be a condition of employment that all employees  
10 covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date  
11 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain  
12 members in good standing in the Union or pay agency fee to the union to the extent required by law;  
13 provided, however, that nothing contained in this section shall require an employee to join the Union  
14 who can substantiate, that, through bona fide religious tenets or teachings, prohibits the payment of  
15 dues or initiation fees to union organizations, in which case the employee shall pay an amount of  
16 money equivalent to the regular union dues and initiation fee to a nonreligious charity or to another  
17 charitable organization mutually agreed upon by the employee affected and the bargaining  
18 representative to which the employee would otherwise pay the dues and initiation fee. The employee  
19 shall furnish written proof that such payments have been made.

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

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

28           **Section 4. Failure to Fulfill Obligations.** Failure by an employee to abide by the afore-

1 referenced provisions shall constitute cause for discharge of such employee; provided, however, it  
2 shall be the responsibility of the Union to notify the Labor Relations Manager in the King County  
3 Human Resources Division of the Department of Executive Services (DES) with a copy to the  
4 Department of Health (hereinafter "the Department"), in writing when it is seeking discharge of an  
5 employee for noncompliance with Section 2 of this Article. When an employee fails to fulfill the  
6 union security obligations set forth within this Article, the Union will forward a "Request for  
7 Discharge Letter" to the Public Health Human Resources Manager (with copies to the affected  
8 employee and DES). Accompanying the discharge letter will be a copy of the letter to the employee  
9 from the Union explaining the employee's obligation under this Article.

10 The contents of the "Request for Discharge Letter" shall specifically request the discharge of  
11 the employee for failure to abide by Section 2 of this Article, but provide the employee and the  
12 County with thirty (30) calendar days' written notification of the Union's intent to initiate discharge  
13 action, during which time the employee may make restitution in the amount which is overdue. Upon  
14 receipt of the Union's request, the Public Health Human Resources Manager shall give notice in  
15 writing to the employee, with a copy to the Union and the DES, Human Resources Division, Labor  
16 Relations Section, that the employee faces discharge upon the request of the Union at the end of the  
17 thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter" and that the  
18 employee has an opportunity before the end of said thirty (30)-calendar day period to present to the  
19 Public Health Human Resources Manager any information relevant to why the Public Health  
20 Department should not act upon the Union's written request for the employee's discharge.

21 In the event the employee has not yet fulfilled the obligation set forth within Section 4 of this  
22 Article within the thirty (30)-calendar day period noted in the "Request for Discharge Letter," the  
23 Union shall thereafter reaffirm in writing to the Public Health Human Resources Manager with copies  
24 to the affected employee and DES, its original written request for discharge of such employee.  
25 Unless sufficient legal explanation or reason is presented by the employee why discharge is not  
26 appropriate or unless the Union rescinds its request for the discharge the County shall, as soon as  
27 possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union  
28 security obligation within the thirty (30)-calendar day period, the Union shall so notify the Public

1 Health Human Resources Manager in writing, with a copy to DES and the affected employee. If the  
2 Union has reaffirmed its request for discharge, the Public Health Human Resources Manager shall  
3 notify the Union in writing, with a copy to the Human Resources Division Manager of DES and the  
4 affected employee, that the Department effectuated, or that the Department has not discharged the  
5 employee, setting forth the reasons why it has not done so.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

22  
23  
24  
25  
26  
27  
28



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  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

1 **ARTICLE 5: VACATIONS**

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

4

<b>Full Years of Service Annual Leave in Days</b>		
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	30
	and beyond	

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

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

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

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

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

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

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

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

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

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

17           **Section 9. Vacation Request.** Employees who request vacation prior to December 1st for  
18 vacations starting in the following calendar year (January 1st to December 31st) will be granted  
19 preference in accordance with seniority within job classification and shift. After December 1st,  
20 requests for vacations in the following calendar year will be granted on a first-come, first-served  
21 basis. For example, a vacation for March 2009 requested in November 2008 would be awarded by  
22 seniority; if it was requested during December 2008 or January 2009, it would be awarded on a first-  
23 come, first-serve basis.

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

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

28           Employees shall forfeit the excess accrual prior to December 31st of each year. In order to be

1 eligible for carryover of vacation leave beyond the maximum accrual, an employee must have made a  
2 request to use vacation leave during the calendar year, and the appointing authority must have  
3 disapproved such request. In order to be eligible for carryover of excess vacation leave, a written  
4 plan must be developed and approved by the employee and appointing authority. This plan must  
5 outline how the excess vacation will be used in the next year. The Human Resources Division of the  
6 Department of Executive Services as well as the appointing authority must approve all requests for  
7 carryover of vacation. Employees may accrue up to 480 hours of vacation.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1. Definitions.**

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

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

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

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

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

12 **Section 2. Accrual Rate.** Every leave eligible employee shall accrue sick leave benefits at  
13 the rate of 0.04616 hours for each hour in regular pay status exclusive of overtime up to a maximum  
14 of 8 hours per month, except that sick leave shall not begin to accrue until the first of the month  
15 following the month in which the employee commenced service.

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

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

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

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

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

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

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

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

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

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

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

11                  3. Exposure to contagious diseases and resulting quarantine.

12                  4. A female employee's temporary disability caused by or contributed to by pregnancy  
13 and childbirth.

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

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

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

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

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

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

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

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

11           **Section 16.** Employees injured on the job cannot simultaneously collect sick leave and  
12 workers compensation payments greater than net pay of the employee. County policy may allow for  
13 payments equal to net regular pay of employees qualifying under workers compensation.

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

19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 **ARTICLE 7: OTHER LEAVES**

2 **Section 1. Organ Donation Leave.**

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

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

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

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

18 **Section 2. Bereavement Leave.**

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

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

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

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

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

9           **Section 3. Donated leave.**

10           Employees may share leave with other County employees in accordance with King County  
11 Code section 3.12.223.

12           **A. Vacation leave donation.**

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

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

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

27           **B. Sick leave hours.**

28                   1. Any leave eligible employee may donate a portion of his or her accrued sick

1 leave to another employee who receives vacation and sick leave, upon written notice to the donating  
2 and receiving employees' department director(s).

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

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

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

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

20                   **Section 4. Family Care Leave**

21                   Pursuant to RCW 49.12.270, paid time off including vacation or personal holidays - at the  
22 employee's discretion - may be used to care for: A child of the employee who has a health condition  
23 that requires treatment or supervision; a spouse, domestic partner, parent, parent-in-law, or  
24 grandparent of an employee who has a serious health condition or an emergency condition.

25  
26  
27  
28

1 **ARTICLE 8: WAGE RATES**

2 **Section 1. Wage Rates.**

3 **2008** - Effective January 1, 2008, the rates of pay set forth within Addendum "A" of  
4 this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United  
5 States City Average Consumer Price Index which occurs during the twelve (12) month period from  
6 September 2006 to September 2007; provided however, said percentage increase shall not be less  
7 than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer  
8 Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), all Items Revised Series  
9 (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

10 **2009** - Effective January 1, 2009, the rates of pay set forth within Addendum "A" of  
11 this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United  
12 States City Average Consumer Price Index which occurs during the twelve (12) month period from  
13 September 2007 to September 2008; provided however, said percentage increase shall not be less  
14 than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer  
15 Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), all Items Revised Series  
16 (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

17 **2010** - Effective January 1, 2010, the rates of pay set forth within Addendum "A" of  
18 this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United  
19 States City Average Consumer Price Index which occurs during the twelve (12) month period from  
20 September 2008 to September 2009; provided however, said percentage increase shall not be less  
21 than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer  
22 Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), all Items Revised Series  
23 (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

24 **Section 2. Shift Premium Pay.** Medical Investigators whose shift begins between 1900  
25 hours and 0600 hours (night shift) shall receive shift premium pay equivalent to 2.5% of the  
26 employee's effective hourly rate of pay (base hourly rate) for all hours worked during the night shift.

27 **Section 3. Bilingual Premium Pay.** Employee(s) who are substantially bilingual and are  
28 assigned in writing by management to regularly use their skills in a language other than English in the

1 performance of their work duties will be paid a bilingual premium of \$50 per month. This  
2 assignment will be renewed annually and may be terminated at anytime.

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

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

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

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

21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 9: HOURS OF WORK**

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

4 A. 4 On 3 Off Workweek - There may be established a workweek comprising of four  
5 (4) consecutive workdays of ten (10) consecutive hours each workday exclusive of the meal period.  
6 Any established four/ten workweek shall provide for three (3) consecutive days off.

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

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

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

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

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

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

27 **Section 7. Public Health Emergencies.** Public Health has important roles and functions it  
28 must perform during various disasters and emergencies. During those times, management retains the

1 right to alter work schedules and approved leaves without prior notice.

2           **Section 8. Shift Trades.** Shift changes in scheduled shifts may be exchanged within the  
3 same pay period on an equal basis between the two employees within the same job classification,  
4 subject to written approval of management. Shift trade requests must be submitted in writing using  
5 the Shift Trade Request Form two weeks before the pay period of the requested trade begins and  
6 signed by management in advance. Such shift trades are permitted on the conditions the trade is shift  
7 for shift, not hour for hour; pay will be based on the normal shift. Shift differentials and premium  
8 payments will be paid to the employee who is normally assigned to the shift, not to the employee  
9 covering the shift through a trade. Any overtime will be computed based on the hours of the normal  
10 shift. When the trade occurs on a holiday, the employee actually working the holiday will be  
11 compensated. Trading of a traded shift is not permitted.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 10: OVERTIME**

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

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

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

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

20 **Section 5. Authorization.** All overtime shall be authorized in advance by the Chief Medical  
21 Examiner or his/her designee in writing, except in emergencies. Saturday and Sunday work is not  
22 overtime when it is a regularly scheduled work day.

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



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

6           **Section 8. Compensatory Time.**

7           Overtime may be compensated by compensatory time off at the rate of one and one-half (1-  
8 1/2) times the overtime hours worked, provided employee requests compensatory time accrual in  
9 advance and the supervisor approves. Employees may not have a balance of more than forty (40)  
10 hours of compensatory time. All compensatory time not used by the end of a calendar year will be  
11 paid in cash. Exception: if use was not feasible due to work demands of the position, the employee  
12 may request and the Chief Medical Examiner may approve the carryover of up to forty (40) hours of  
13 accrued compensatory time. No requests for compensatory time accrual will be approved for the last  
14 pay period of a calendar year (December 16 through December 31). Use of compensatory time off  
15 must be approved in advance as for vacation leave.

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURE**

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

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

11 **Section 1. Definition.**

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

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

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

25 **Section 2. Procedure.**

26 **Step 1. Chief Medical Examiner or Designee:** A grievance shall be presented in  
27 writing by the aggrieved employee, and his/her representative, if the employee wishes, within ten  
28 working days of the occurrence of such grievance, to the Chief Medical Examiner or designee. The

1 grievance must state the occurrence giving rise to the grievance, the date of occurrence, the specific  
2 Article and Section(s) of the Agreement the employee considers to be violated or misapplied, and the  
3 remedy requested. The Chief Medical Examiner or designee shall gain all relevant facts and shall  
4 attempt to adjust the matter and respond in writing within ten working days. If a grievance is not  
5 pursued to the next higher level within ten working days after the Chief Medical Examiner or  
6 designee's response, it shall be presumed resolved. A copy of the initial grievance statement, the  
7 response, and a statement explaining what aspects of the grievance were not satisfactorily resolved  
8 will be forwarded by the Chief Medical Examiner to the King County Labor Relations  
9 Manager/Designee as well as the Department Labor Relations Manager.

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

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

26 **Step 4.** If the response at Step 3 does not satisfactorily resolve the grievance, the  
27 Union representative shall then present the grievance to the Labor Relations Manager/Designee,  
28 Department of Executive Services. The Labor Relations Manager or designee, after investigation,

1 will respond in writing within ten working days to the Union representative and the Department  
2 Labor Relations Supervisor.

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

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

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

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

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

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

1 employee.

2           **Section 2.3 Meetings.** At any step of this procedure, if requested by the employee and/or the  
3 Union representative, the County representative will conduct a meeting to discuss the grievance. If  
4 there is a meeting, the written response will be due ten working days after the date of the meeting.

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

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

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 13: BULLETIN BOARDS**

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

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



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  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

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

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 17: WAIVER CLAUSE**

2       The parties acknowledge that each has had the unlimited right within the law and the  
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
5 Agreement. For the duration of this Agreement, the County and the Union each agree to waive the  
6 right to oblige the other party to bargain with respect to any subject or matter not specifically referred  
7 to or covered in this Agreement.

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

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS**

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

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

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

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

17           **Section 4.** The County agrees to notify the Union and affected career service bargaining unit  
18 employee at least 30 calendar days in advance, in writing, of any anticipated reduction in force. Such  
19 notice shall include the name and classification of all such employees whose positions are to be  
20 eliminated. In the event of large scale reductions in force mentioned in Section 1 above, upon  
21 request, the County agrees to meet with the Union within the 30 days prescribed above to review the  
22 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  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 20: LABOR MANAGEMENT COMMITTEE**

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


10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28


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, 2008 through December 31, 2010. 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, 2010.

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

APPROVED this 19 day of May, 2008

By:   
King County Executive

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

  
PRESIDENT OF LOCAL 1652



ADDENDUM A

Job Class Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification	Pay Range* (Squared Table)
4201100	8386	421209	Administrative Specialist I	33
4201200	8387	421313	Administrative Specialist II	37
4201300	8388	421406	Administrative Specialist III	41
4201400	8389	421505	Administrative Specialist IV	46
4101100	8378	411105	Fiscal Specialist I	34
4101200	8379	411205	Fiscal Specialist II	38
4101300	8380	411305	Fiscal Specialist III	42
3430100	8366	345101	Forensic Autopsy Technician	51
3430200	8033	345401	Forensic Autopsy Technician-Lead	53
3431100	8367	345201	Forensic Medicolegal Death Investigator I	54
3431200	8032	345701	Forensic Medicolegal Death Investigator II	55
3431300	8031	345801	Forensic Medicolegal Death Investigator-Lead	56
3423100	8356	341403	Health Program Assistant I	41
3423200	8357	341503	Health Program Assistant II	45
*For rates, please refer to the King County Squared Table				