

February 6, 1996  
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BRIAN DERDOWSKI LARRY PHILLIPS  
LARRY GOSSETT GREG NICKELS  
Introduced by

Proposed No. 96-268

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ORDINANCE NO. 12190

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and WSCCCE, Local 1652 - Medical Examiner, representing employees in the Medical Examiner Division; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the WSCCCE, Local 1652 - Medical Examiner, representing employees in the medical examiner division and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1996, through and including December 31, 1998.

INTRODUCED AND READ for the first time this 11<sup>th</sup> day of March, 19 96.

PASSED by a vote of 12 to 0 this 25<sup>th</sup> day of March, 19 96.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Chair Jane Hague

ATTEST:

Gerald A. Peltier  
Clerk of the Council

APPROVED this 4<sup>th</sup> day of April, 19 96.

P. O. Tuley  
King County Executive

Attachment:  
Collective Bargaining Agreement

**12190**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**King County**

**and**

**WSCCCE, Local 1652  
Medical Examiner**

**Representing Employees in the  
Medical Examiner Division**

**January 1, 1996 through December 31, 1998**

AGREEMENT BETWEEN

AFSCME 1652 MEDICAL EXAMINER

AND KING COUNTY

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AGREEMENT BETWEEN

AFSCME 1652 MEDICAL EXAMINER

AND KING COUNTY

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These articles constitute an agreement, terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and Local 1652, WSCCCE, AFSCME.

**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 RCW 41.56.

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

2       **Section 1.** The County Council recognizes the Union as representing their members whose  
3 job 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. It shall also be a condition of employment that all  
7 employees covered by this Agreement and hired or assigned into the bargaining unit on or after its  
8 effective date shall, on the thirtieth (30) day following the beginning of such employment, become  
9 and remain members in good standing in the Union; provided, however, that nothing contained in  
10 this section shall require an employee to join the Union who can substantiate membership in a  
11 church or religious body that, through bona fide religious tenets or teachings, prohibits the  
12 payment of dues or initiation fees to union organizations, in which case the employee shall pay an  
13 amount of money equivalent to the regular union dues and initiation fee to a nonreligious charity or  
14 to another charitable organization mutually agreed upon by the employee affected and the  
15 bargaining representative to which the employee would otherwise pay the dues and initiation fee.  
16 The employee shall furnish written proof that such payments have been made.

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

21       The Union will indemnify, defend and hold the County harmless against any claims made  
22 and against any suit instituted against the County on account of any check-off of dues for the  
23 Union. The Union agrees to refund to the County any amounts paid to it in error on account of the  
24 check-off provision upon presentation of proper evidence thereof.  
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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2       **Section 1.** The management of the County and the direction of the work force is 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  
5 duration by the County in accordance with such policy or procedures as the County from time to  
6 time may determine. The parties hereby recognize the Employer's and the Department's right to  
7 hire, appoint, promote, contract out non-bargaining unit work, discharge for just cause, improve  
8 efficiency, and determine work schedules and the location of Department facilities.

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

18       **Section 2.** Just Cause Standard. Employees will be disciplined only for just cause. The  
19 Employer will utilize a system of Progressive Discipline as contained in the Career Service  
20 Guidelines.

21       **Section 3.** Safety. No employee shall be directed to work in a manner that does not  
22 comply with state or federal law.  
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1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** All employees except those Medical Investigators assigned to a 5/2, 5/3  
3 schedule or a 4 on/ 4 off schedule shall be granted the following holidays with pay in accordance  
4 with R.C.W. 1.16.050 as amended, which currently lists the following:

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

16 and any day designated by public proclamation of the Chief Executive of the State as a legal  
17 holiday. In addition, all employees except those Medical Investigators assigned to a 5/2, 5/3  
18 schedule or a 4 on/4 off schedule shall be granted two personal holidays to be administered  
19 through the vacation plan. The first holiday shall be granted to all eligible employees employed by  
20 King County on the first of October and the second holiday shall be granted to all eligible  
21 employees employed on the first of November.

22 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a  
23 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

24 Holidays paid for but not worked shall not be recognized as time worked for the purpose of  
25 determining weekly overtime.

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

28 **Section 2.** Employees classified as Medical Investigators assigned to a 4 on/4 off schedule

1 shall be granted the following holidays with pay:

2		
3	New Year's Day	January 1st
4	Presidents'	Third Monday in February
5	Memorial Day	Last Monday in May
6	Independence Day	July 4th
7	Labor Day	First Monday in September
8	Thanksgiving Day	Fourth Thursday in November
9	Day after Thanksgiving	
	Christmas Day	December 25th

10 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the  
11 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday. Work  
12 performed during a shift beginning on a holiday shall be paid at one and one-half (1-1/2) times the  
13 regular rate to a maximum of seven (7) hours in addition to the regular holiday pay (seven hours).  
14 The remainder of the shift shall be paid at the straight time rate.

15 Employees whose work shift does not start on a holiday, but which ends on a holiday shall  
16 receive seven (7) hours of compensatory time off.

17 Holidays paid for but not worked shall not be recognized as time worked for purposes of  
18 determining weekly overtime.

19 **Section 3.** Medical Investigators assigned to work a 5/2, 5/3 schedule are considered to  
20 have no holidays with pay. Medical Investigators working a 5/2, 5/3 schedule whose work shift  
21 begins on one of the specific holiday dates as set forth in Section 1 above, and who actually work  
22 the holiday, shall receive three and one-half (3 1/2) hours additional compensation at the straight  
23 time rate, except for Thanksgiving and Christmas day when employees will receive seven hours of  
24 additional compensation at the straight time rate.

25 **Section 4.** Employees attending a training seminar/assignment during a holiday shall be  
26 compensated at the straight time rate unless a higher rate is required by the Fair Labor Standards  
27 Act.  
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1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Regular, full-time employees, shall receive vacation benefits as indicated in the  
 3 following table:

4  
 5 **EQUIVALENT ANNUAL VACATION**  
 6 **FOR FULL-TIME EMPLOYEE**

7	8	9	10	11	12
Vacation	Completed	Working	7 hour	8 hour	
Earned Per	Years of	Days Per	Equivalent	Equivalent	
Hour	Service	Year			
.0460	0-4	12	84	96	
.0577	5-7	15	105	120	
.0615	8-9	16	112	128	
.0769	10-15	20	140	160	
.0807	16	21	147	168	
.0846	17	22	154	176	
.0885	18	23	161	184	
.0923	19	24	168	192	
.0961	20	25	175	200	
.1000	21	26	182	208	
.1038	22	27	189	216	
.1076	23	28	196	224	
.1115	24	29	203	232	
.1153	25	30	210	240	

25 **NOTE:** Medical Investigators assigned to a 4 on/4 off schedule prior to the effective date  
 26 of this agreement shall be placed at the 25 year accrual rate. Employees on the 4 on/4 off and  
 27 those on the 5/2, 5/3 schedule will receive credit for holiday hours.

28 Employees shall expend accrued hours of vacation on an hour-for-hour basis. That is, an

1 employee working a 10-hour day shall use 10 hours for each day of vacation.

2 **Section 2.** Employees with one or more continuous years of service shall accrue vacation  
3 benefits monthly.

4 **Section 3.** Vacation benefits for regular, part-time employees will be established based  
5 upon the ratio of hours actually worked (less overtime) to a standard work year. For example:

6 If a regular, part-time employee normally works four hours per day in a department that  
7 normally works eight hours per day, then the part-time employee would be granted four-eighths of  
8 the vacation benefit allowed a full-time staff member with an equivalent number of years service.

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

11 **Section 5.** Vacation may be used in one-half hour increments at the discretion of the  
12 department director or his appointed designee.

13 **Section 6.** Upon termination for any reason, the employee will be paid for unused vacation  
14 credits up to maximum allowable accumulated vacation.

15 **Section 7.** Extra-help employees will not be granted vacation benefits.

16 **Section 8.** No employee shall earn the equivalent of a month's vacation credit during a  
17 month when the employee is absent without pay more than three working days, and an employee  
18 shall not be granted vacation benefits if not previously accrued by the employee.

19 **Section 9.** In cases of separation by death, payment of unused vacation benefits shall be  
20 made to the employee's estate, or in applicable cases, as provided by R.C.W., Title 11.

21 **Section 10.** Employees may continue to accrue additional vacation beyond the maximum  
22 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be  
23 lost.

24 Employees who leave King County employment for any reason will be paid for their unused  
25 vacation up to the maximum specified herein. Employees shall forfeit the excess accrual prior to  
26 December 31st of each year.

27 **Section 11.** Employees who request vacation prior to April 1st of each year shall be  
28 granted preference in accordance with seniority within job classification and shift. In the event of

1 vacations to be taken prior to April 1st, exercising of seniority privileges must be done at least  
2 thirty (30) days prior to the start of vacation.

3 **Section 12.** Employees who work an eight (8) hour per day, five (5) day per week work  
4 schedule, shall receive and use vacation and sick leave under the guidelines provided by the King  
5 County Career Services Guidelines.

6 **Section 13.** Employees may accrue up to sixty (60) days (i.e., 480 hours for employees  
7 working the annual equivalent of an 8 hour day, 420 hours for employees working the annual  
8 equivalent of a 7 hour day).

9 **Section 14.** Employees who were employed on or before December 31, 1995 and who  
10 have completed at least three (3), but less than five (5), full years of service shall accrue fifteen  
11 days of vacation per year. At the end of the fifth full year of service, such employees shall accrue  
12 vacation as set forth in Section 1 of this Article.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1.** Every regular, full-time employee shall accrue sick leave benefits at the rate of  
3 0.046 hours for each hour in a pay status exclusive of overtime up to a maximum of 8 hours per  
4 month, except that sick leave shall not begin to accrue until the first of the month following the  
5 month in which the employee commenced service. Employees on a 5/2, 5/3 or a 4 on/4 off  
6 schedule shall receive equivalent credit for holidays.

7 **Section 2.** No employee shall earn sick leave credit during a month in which the employee  
8 is absent without authorization or absent without pay more than three days.

9 **Section 3.** Every regular, part-time employee shall receive sick leave benefits  
10 proportionate to the employee's regular work day. For example: If a part-time employee normally  
11 works four hours per day and the department's normal work day is eight hours, the employee will  
12 receive four hours of sick leave benefits for the month.

13 **Section 4.** Extra-help employees receive no sick leave benefits.

14 **Section 5.** After six months of full-time service a regular employee may, at her/his  
15 division manager's discretion, be permitted to use up to one-half of her/his accruing vacation (5  
16 days) as an essential extension of used sick leave. If an employee does not work a full 12 months,  
17 any vacation credit used for sick leave must be reimbursed to the County upon termination.

18 **Section 6.** Sick leave shall accrue on a monthly basis starting with the first of the month  
19 following the month the employee commenced employment. An employee is not entitled to sick  
20 leave if not previously earned.

21 **Section 7.** Sick leave may be used in one-half hour increments at the discretion of the  
22 division manager.

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

25 **Section 9.** Accrued sick leave may be used for the following reasons:

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

- 1           2.     The employee's incapacitating injury, provided that:
- 2                 a.     An employee injured on the job may not simultaneously collect sick leave and
- 3 worker's compensation payments in a total amount greater than the net regular pay of the
- 4 employee;
- 5                 b.     An employee may not collect sick leave for physical incapacity due to any injury
- 6 or occupational illness which is directly traceable to employment other than with the County.
- 7           3.     Exposure to contagious diseases and resulting quarantine.
- 8           4.     A female employee's temporary disability caused by or contributed to by pregnancy
- 9 and childbirth.
- 10           5.     The employee's medical or dental appointments, provided that the employee's
- 11 appointing authority has approved the use of sick leave for such appointments.
- 12           6.     To care for the employee's child or the child of an employee's domestic partner if
- 13 the following conditions are met:
- 14                 a.     The child is under the age of eighteen;
- 15                 b.     The employee is the natural parent, stepparent, adoptive parent, legal guardian
- 16 or other person having legal custody and control of the child;
- 17                 c.     The employee's child or the child of an employee's domestic partner has a health
- 18 condition requiring the employee's personal supervision during the hours of his/her absence from
- 19 work;
- 20                 d.     The employee actually attends to the child during the absence from work.

21           **Section 10.** Illness within the employee's immediate family which requires the attendance

22 of the employee or where the employee's presence on the job could jeopardize the health of fellow

23 employees. Under these conditions, the employee may use accrued sick leave the same as if the

24 employee was personally under a medical disability. The supervisor may require a doctor's

25 certificate showing the requirement that the employee be in attendance.

26           **Section 11.** In each case of absence due to illness or injury, it shall be the responsibility of

27 the employee to notify the employee's supervisor of the absence and the anticipated duration of the

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1 absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the  
2 commencement of the employee's shift shall be grounds for disciplinary action.

3 **Section 12.** Up to one day of sick leave may be used by a male employee for the purpose  
4 of being present at the birth of his child.

5 **Section 13.** An employee who has exhausted all of his/her sick leave may use accrued  
6 vacation leave as sick leave before going on leave of absence without pay, if approved by the  
7 department.

8 **Section 14.** Department management is responsible for the proper administration of the  
9 sick leave benefit.

10 **Section 15.** Separation from King County employment, except by retirement, death or  
11 reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently  
12 accrued to the employee. Should the employee resign in good standing and return to the County  
13 within two years, accrued sick leave shall be restored.

14 **Section 16.** Sick leave because of an employee's physical incapacity will not be approved  
15 when the injury is directly traceable to simultaneous employment other than with King County.

16 **Section 17.** King County will reimburse those employees who have at least five (5) years  
17 service and retire as a result of length of service or who terminate by death, thirty-five percent  
18 (35%) of their unused, accumulated sick leave. All payments shall be made in cash, based on the  
19 employee's base rate, and there shall be no deferred sick leave reimbursement.

20 **Section 18.** Employees injured on the job cannot simultaneously collect sick leave and  
21 workers compensation payments greater than net pay of the employee. Administrative rules will  
22 be established to allow for payments equal to net regular pay of employees qualifying under  
23 workers compensation.

24 **Section 19.** Bereavement Leave.

25 a. Regular, full-time employees shall be entitled to three (3) working days of  
26 bereavement leave a year due to death of members of their immediate family.

27 b. Regular, full-time employees, who have exhausted their bereavement leave, shall be  
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1 entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a  
2 member of the employee's immediate family.

3 c. In the application of any of the foregoing provisions, when a holiday or regular day  
4 off falls within the prescribed period of absence, it shall not be charged.

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

11 **Section 20.** In administering the provisions of this Article, work days for all employees of  
12 the Medical Examiner's Office shall be those set forth in Article 9 of this agreement.

13 **Section 21.** Shared leave. Employees may share leave with other County employees in  
14 accordance with King County Ordinance on this subject. Donation of vacation leave hours and  
15 donation of sick leave hours.

16 A. Vacation leave hours.

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

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

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

7       B.       Sick leave hours.

8           1.       Any full-time regular employee or part-time regular employee who is  
9 employed at least half-time and receives vacation and sick leave may donate a portion of his  
10 or her accrued sick leave to a full-time regular employee or part-time regular employee who  
11 is employed at least half-time and receives vacation and sick leave, upon written notice to  
12 the donating and receiving employees' department director(s).

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

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

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

26       D.       All vacation and sick leave hours donated shall be converted to a dollar value based  
27 on the donor's straight time hourly rate at the time of donation. Such dollar value will then be  
28 divided by the receiving employee's hourly rate to determine the actual number of hours received.



1 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time  
2 hourly rate at the time of reversion.

3 Section 22. All other leaves shall be as provided by King County Ordinance.  
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1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Wage Rates.

3 (a) 1996 - Effective January 1, 1996, wage rates shall be as reflected in Appendix A.

4 1997 - Effective with the beginning of the first full pay period nearest January 1, 1997  
5 or January 1, 1997, the rates of pay set forth within Appendix "A" of this Agreement shall be  
6 increased by ninety percent (90%) of the percentage increase in the United States City Average  
7 Consumer Price Index which occurs during the twelve (12) month period from September 1995 to  
8 September 1996; provided however, said percentage increase shall not be less than two percent (2%)  
9 nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban  
10 Wage Earners and Clerical Workers (CPI-W). All Items Revised Series (1982-84=100), as published  
11 by the Bureau of Labor Statistics, United States Department of Labor.

12 1998 - Effective with the first full pay period nearest January 1, 1998 or January 1,  
13 1998, the rates of pay set forth within Appendix "A" of this Agreement as further amended by  
14 Section 4.5 shall be increased by ninety percent (90%) of the percentage increase in the United States  
15 City Average Consumer Price Index which occurs during the twelve (12) month period from  
16 September 1996 to September 1997; provided however, said percentage increase shall not be less  
17 than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer  
18 Price Index for the Urban Wage Earners and Clerical Workers (CPI-W). All Items Revised Series  
19 (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

20 **Section 2.** Lead and specialty assignments of Medical Investigators or Autopsy staff shall  
21 be by written designation of the Chief Medical Examiner or designee based on skill and ability.  
22 Skill and ability selection being equal, shall be by seniority for lead assignments. A minimum of  
23 eighteen months of service as a Medical Investigator shall be required for any lead assignment.  
24 Employees shall be eligible for specialty assignments after completion of probation. Investigators  
25 assigned as Leads or Specialists will be paid at a rate 7 1/2% above the employee's pay step;  
26 provided, however, a Lead Medical Investigator assigned to a 5/2 schedule shall be compensated at  
27 a rate 10% above the employee's pay step.  
28

1 Temporary assignments to Lead Investigator or to specialty positions shall be by written  
2 authorization from the Chief Medical Examiner or designee.

3 **Section 3.** Medical Investigators whose shift begins between 1500 hours and 0200 hours  
4 shall receive shift premium pay equivalent to 2.5% of the employee's effective hourly rate of pay  
5 (base hourly rate plus any lead or specialty pay). Medical Investigators whose normal shift extends  
6 three hours or more beyond 1500 hours shall receive shift premium pay equivalent to 2.5% of the  
7 employee's effective hourly rate of pay (base hourly rate plus any lead or specialty pay) for the  
8 three or more hours past 1500 hours. Shift premium pay will not be paid for any hours of work  
9 performed after 0500 hours.

10 **Section 4.** Investigators assigned to work a shift which includes Saturday and/or Sunday  
11 work shall receive a shift premium equivalent to 2.5% of the employee's effective hourly rate of  
12 pay (base hourly rate plus any lead or specialty pay) for work performed on Saturday and/or  
13 Sunday; provided that the above shall not apply to individuals receiving night shift premium.

14 **Section 5.** Autopsy personnel who work on Saturday as part of their regular week shall  
15 receive a shift differential of 2 1/2% above the employee's pay step.

16 **Section 6.** Compensation and Classification Study. The Union and the County agree to  
17 reopen this agreement for the purpose of negotiating the results of the classification and  
18 compensation study. Negotiations shall begin no later than thirty (30) days after the study's  
19 completion.

20 **Section 7.** Automatic Step Progression. Employees shall receive within range increases  
21 from one step the next higher step upon satisfactory completion of the probationary period and  
22 annually thereafter provided their performance is satisfactory.

23 **Section 8. Bi-Weekly Pay.** The parties agree to the bi-weekly pay system as adopted by  
24 the King County Council.  
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1 **ARTICLE 8: OVERTIME**

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

5 **Section 2.** Employees on a four on - four off schedule shall be paid at the rate of time and  
6 one-half for all hours worked in excess of those scheduled within the provisions of Article 9 of this  
7 Agreement.

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

13 **Section 4.** A minimum of four (4) hours at overtime rate shall be allowed for each call out.  
14 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime  
15 rates. In those circumstances where an employee is asked to report for work four (4) or fewer  
16 hours prior to the beginning of his/her regular starting time, this time will not be considered a call  
17 out.

18 **Section 5.** In those instances where a one (1) person dispatch is utilized and additional  
19 assistance is required at the scene, another employee may be called out from off-duty status to  
20 assist, from the call-out list. Persons so called out will be compensated at a minimum of two (2)  
21 hours for each such call out at a rate time and one-half of regular pay.

22 **Section 6.** All overtime shall be authorized in advance by the Chief Medical Examiner or  
23 his/her designee in writing, except in emergencies. Saturday and Sunday work is not overtime  
24 when it is a regularly scheduled work day.

25 **Section 7.** Off-duty court time shall be compensated at time and one-half when such court  
26 time has been approved to be necessary by the Chief Medical Examiner or his/her designee. Off  
27 duty court time occurring on a regularly scheduled day off shall be compensated at a minimum of  
28 two (2) hours and shall include travel time to and from the employee's residence via the most

1 direct route and any time necessary to secure evidence or other material necessary for the court  
2 appearance.

3 **Section 8.** Medical Investigators shall be required to attend staff meetings, not to exceed  
4 six per calendar year. Should such meetings be scheduled on an employee's day off, the employee  
5 shall be paid at his/her straight time rate for all time spent in attendance at the meeting unless a  
6 higher rate is required by the Fair Labor Standards Act.

7 **Section 9.**

8 a) There shall be no practice of compensatory time off unless requested by the employee  
9 and agreed to by the division manager or designee.

10 b) Compensatory time off shall be earned on the same basis as overtime.

11 c) Accrued compensatory time shall be expended within 90 days of accrual.

12 d) Not more than 21 hours of compensatory time shall be accumulated at any given time.

13 e) Compensatory time utilization shall not exceed the equivalent of one shift at a time.

14 f) Notwithstanding the above, if scheduling problems prohibit the employer from allowing  
15 the compensatory time off, then the overtime hours will be paid consistent with the rate of accrual.

1 **ARTICLE 9: HOURS OF WORK**

2       **Section 1.** The work week for employees classified as Medical Investigator shall consist of  
3 one of the following as determined by Division Management:

4           a. Five (5) consecutive days of seven (7) or eight (8) hours each, exclusive of lunch  
5 period, followed by two (2) days off; then five (5) additional consecutive days of seven (7) or eight  
6 (8) hours each, exclusive of lunch period, followed by three (3) days off, with the cycle repeating  
7 itself indefinitely.

8           b. Four (4) consecutive days of ten (10) hours each, followed by four (4) consecutive days  
9 off. A lunch period of one (1) hour will be taken sometime near the middle of the shift, and is not  
10 considered part of the ten (10) hours referred to above.

11           c. Lead Investigators may be assigned a standard thirty five or forty hour week consisting  
12 of five (5) consecutive days of seven (7) or eight (8) hours each, exclusive of the lunch period,  
13 followed by two (2) consecutive days off.

14       **Section 2.** The work week for autopsy personnel shall consist of either five consecutive  
15 days of seven (7) hours each, exclusive of lunch period, followed by two (2) consecutive days off;  
16 or five (5) consecutive days of eight (8) hours each, exclusive of lunch period, followed by two (2)  
17 consecutive days off or the schedule in effect on January 1, 1993.

18       **Section 3.** The work week for all other employees may consist of five (5) consecutive days  
19 of seven (7) hours each, exclusive of the lunch period, followed by two (2) consecutive days off,  
20 or five (5) consecutive days of eight (8) hours each, exclusive of lunch period, followed by two (2)  
21 consecutive days off.

22       **Section 4.** The establishment of reasonable work schedules and starting times is vested  
23 solely within the purview of division management and may be changed from time to time provided  
24 a two (2) week prior notice of change is given.

25       **Section 5.** Employees whose hours of work per day are modified from seven to eight or  
26 eight to seven shall be given six weeks notice. Employees who's hours of work are changed shall  
27 have their pay increased/decreased by an amount proportionate to their change in hours.  
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1            **Section 6.** Alternative schedules may be mutually agreed upon by an employee and  
2 management consistent with the provisions of this agreement.

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1 ARTICLE 10: 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 Labor Management Insurance Committee or its  
4 successor.

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1 **ARTICLE 11: GRIEVANCE 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  
5 lowest possible level of supervision.

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

8 **Section 1. Definition.**

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

11 **Section 2. Procedure.**

12 **Step 1.** A grievance shall be verbally presented by the aggrieved employee, and his/her  
13 representative, if the employee wishes, within five working days of the occurrence of such  
14 grievance, to the employee's immediate foreman or supervisor. The immediate foreman or  
15 supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the  
16 employee within three working days. If a grievance is not pursued to the next higher level within  
17 three working days, it shall be presumed resolved.

18 **Step 2.** If, after thorough discussion with the immediate supervisor, the grievance has not  
19 been satisfactorily resolved, the employee and his/her representative shall reduce the grievance in  
20 writing, outlining the facts as they are understood. The written grievance shall then be presented  
21 to the Chief Medical Examiner or his/her designee for investigation, discussion and written reply.  
22 The Chief Medical Examiner or his/her designee shall make his/her written decision available to  
23 the aggrieved employee within ten working days. If the grievance is not pursued to the next higher  
24 level within five working days, it shall be presumed resolved.

25 **Step 3.** Should the grievance not be resolved at Step 2 the Union may, within thirty (30)  
26 days, request arbitration and must specify the exact question which it wishes arbitrated. The  
27 Union and the Director of the Office of Human Resource Management shall then select a third  
28 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon

1 an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the  
2 American Arbitration Association. The arbitrator will be selected from the list by both the County  
3 representative and the Union, each alternately striking a name from the list until only one name  
4 remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked  
5 to render a decision promptly and the decision of the arbitrator shall be final and binding on both  
6 parties.

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

10 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
11 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's  
12 behalf.

13 No matter may be arbitrated which the County by law has no authority over, has no  
14 authority to change, or has been delegated to any civil service commission or personnel board as  
15 defined in RCW 41.56.

16 There shall be no strikes, cessation of work or lockout during such conferences or  
17 arbitration.

1 ARTICLE 12: BULLETIN BOARDS

2       The employer agrees to permit the Union to post on County bulletin boards the  
3 announcement of meetings, election of officers, and any other Union material, providing there is  
4 sufficient space, beyond what is required by the County for "normal" business operations, and  
5 prior approval is received from appropriate authority.

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1 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

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

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1 ARTICLE 14: 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.

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1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **Section 1.** The employer 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  
4 or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or  
5 condone any work stoppage, including any strike, slowdown or refusal to perform any customarily  
6 assigned duties, sick leave absence which is not bonafide, or other interference with County  
7 functions by employees under this Agreement and should same occur, the Union agrees to take  
8 appropriate steps to end such interference. Any concerted action by any employees in any  
9 bargaining unit shall be 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  
13 order. In addition, if requested by the County, a responsible official of the Union shall order such  
14 Union members to cease engaging in such a work stoppage.

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

1 **ARTICLE 16: 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  
7 referred to or covered in this Agreement.

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

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1 **ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF REHIRS**

2       **Section 1.** Employees laid off as a result of reduction of work and/or a shortage of funds  
3 shall normally be laid off according to their seniority within classification and Division, except that  
4 when in the judgment of the Division Manager the application of seniority does not provide for  
5 continued efficient operation of the Division, then ability and skill may be the determining factor.  
6 Employees adversely affected may grieve immediately to a joint committee composed of two (2)  
7 representatives of the Union and two (2) representatives of the County. Such grievances shall be  
8 adjudicated within three (3) working days of the notice of layoff.

9       **Section 2.** Employees laid off shall be recalled in the inverse order of layoff; namely,  
10 those laid off last will be recalled first.

11       **Section 3.** Prior to any layoff, all employees other than permanent employees in the  
12 affected Division, shall be removed from the payroll. This shall include temporary and  
13 probationary employees.

14       **Section 4.** The County agrees to notify the Union at least two (2) weeks in advance, in  
15 writing, of any anticipated reduction in force. Such notice shall include the name classification and  
16 hire-in date of all such employees scheduled to be laid off.



1 **ARTICLE 18: MISCELLANEOUS**

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

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

7 **Section 3.** All Medical Investigators shall be provided a uniform consisting of a blazer,  
8 slacks/skirts, shirt and tie which shall normally be worn during all hours of work. Each employee  
9 will initially be issued two blazers, two pair of slacks/skirts, two shirts and a tie. The purchase  
10 and replacement cost of these items shall be borne by the employer. Uniform cleaning costs shall  
11 be borne by the employee. Costs of cleaning uniforms shall be reimbursed upon presentation of  
12 receipts to a maximum of \$100 per calendar year.

13 Autopsy Assistants shall be provided with required uniforms and with replacement shoes as  
14 needed.

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

19 **Section 5.** All employees covered by this Agreement will receive free Metro bus passes  
20 effective July 11, 1996.  
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1 **ARTICLE 19: DURATION**

2 This Agreement and each of its provisions shall become effective January 1, 1996, and shall  
3 continue in full force and effect through December 31, 1998

4 Contract negotiations for 1999 may be initiated by either party providing to the other  
5 written notice of its intention to do so not less than thirty (30) days prior to September 1, 1998.

6 APPROVED this 1<sup>st</sup> day of March, 1996.

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10 KING COUNTY EXECUTIVE

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

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18 PRESIDENT OF LOCAL 1652

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