

04/02/99
26000199

BRIAN DERDOWSKI

LARRY PHILLIPS

KENT PULLEN

GREG NICKELS

Introduced By:

Clerk 04/13/99

Proposed No.:

1999-0212

ORDINANCE NO. _____

13484

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

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

SECTION 2. Terms and conditions of said agreement shall be effective from
January 1, 1999, through and including December 31, 2001.

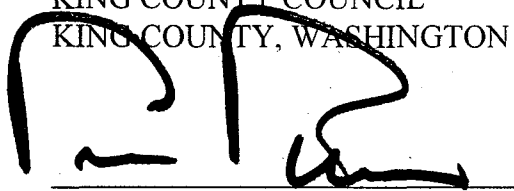
INTRODUCED AND READ for the first time this 19th day of

April, 1999.

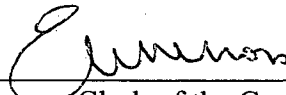
PASSED by a vote of 12 to 0 this 3rd day of May,

1999

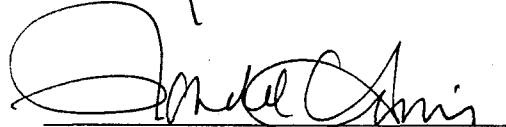
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


VICE Chair

ATTEST:


Clerk of the Council

APPROVED this 12 day of May, 1999


King County Executive

Attachments: Collective bargaining agreement (document code 260C0199)

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..... 3

ARTICLE 4. HOLIDAYS..... 4

ARTICLE 5. VACATIONS..... 6

ARTICLE 6. SICK LEAVE..... 9

ARTICLE 7. WAGE RATES..... 14

ARTICLE 8. OVERTIME..... 16

ARTICLE 9. HOURS OF WORK..... 18

ARTICLE 10. MEDICAL, DENTAL AND LIFE INSURANCE..... 20

ARTICLE 11. GRIEVANCE PROCEDURE..... 21

ARTICLE 12. BULLETIN BOARDS..... 23

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY..... 24

ARTICLE 14. SAVINGS CLAUSE..... 25

ARTICLE 15. WORK STOPPAGES AND EMPLOYER PROTECTION..... 26

ARTICLE 16. WAIVER CLAUSE..... 27

ARTICLE 17. REDUCTION-IN-FORCE/LAYOFF REHIRES..... 28

ARTICLE 18. MISCELLANEOUS..... 29

ARTICLE 19. DURATION..... 30

ADDENDUM A

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 this
10 section shall require an employee to join the Union who can substantiate, that, through bona fide
11 religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations,
12 in which case the employee shall pay an amount of money equivalent to the regular union dues and
13 initiation fee to a nonreligious charity or to another charitable organization mutually agreed upon by
14 the employee affected and the bargaining representative to which the employee would otherwise pay
15 the dues and initiation fee. The employee shall furnish written proof that such payments have been
16 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 amount
19 of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the
20 Union.

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

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 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 Employer'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 Employer's and the Department's right to determine
10 the methods, processes, and means of providing services, the right to increase or diminish operations,
11 in 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 Employer'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 temporaries and probationary
18 employees) will be disciplined only for just cause. The Employer will utilize a system of Progressive
19 Discipline as contained in the Career Service 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.

13484

1 **ARTICLE 4: HOLIDAYS**

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

5		
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		

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

23 Employees on a 4 on 4 off or 5/2, 5/3 schedule will observe the actual holiday. For all other
24 employees when a holiday falls upon a Sunday, the following Monday shall be observed as a holiday,
25 and any holiday falling on a Saturday shall be observed on the preceding Friday.

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

28 **Section 2. Overtime** Work performed on holidays shall be paid at one and one-half (1-1/2)

1 times the regular rate in addition to the regular holiday pay. Provided, however, that employees on a
2 5/2, 5/3 schedule and 4 on 4 off schedule will be paid at the overtime rate of pay for work shifts that
3 begin on the actual holiday. Work performed during a shift beginning on a holiday shall be paid at
4 one and one-half (1-1/2) times the regular rate to a maximum of seven (7) hours in addition to the
5 regular holiday pay (seven hours). The remainder of the shift shall be paid at the straight time rate.

6 Employees whose work shift does not start on a holiday, but which ends on a holiday shall
7 receive seven (7) hours of compensatory time off to be used within 30 calendar days.

8 Employees on a 35 hour per week schedule will be eligible to receive up to a maximum of 84
9 hours of holiday time per year (This includes 4 on 4 off employees). Employees on a 40 hour per
10 week schedule will be eligible to receive up to a maximum of 96 hours of holiday time per year.

11 (This includes employees on a 4 on 3 off Schedule)

12 **Section 3.** Medical Investigators assigned to work a 5/2, 5/3 schedule are considered to have
13 no holidays with pay. Medical Investigators working a 5/2, 5/3 schedule whose work shift begins on
14 one of the specific holiday dates as set forth in Section 1 above, and who actually work the holiday,
15 shall receive three and one-half (3.5) hours additional compensation at the straight time rate, except
16 for Thanksgiving and Christmas day when employees will receive seven hours of additional
17 compensation at the straight time rate.

18 **Section 4.** Employees attending a training seminar/assignment during a holiday shall be
19 compensated at the straight time rate unless a higher rate is required by the Fair Labor Standards Act.

ARTICLE 5: VACATIONS

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

<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>				
Vacation Earned Per Hour	Completed Years of Service	Working Days Per Year	7 hour Equivalent	8 hour Equivalent
.0460	Upon hire through end of year 5	12	84	96
.0577	Upon beginning of Year 6	15	105	120
.0615	Upon beginning of Year 9	16	112	128
.0769	Upon beginning of year 11	20	140	160
.0807	Upon beginning of year 17	21	147	168
.0846	Upon beginning of year 18	22	154	176
.0885	Upon beginning of year 19	23	161	184
.0923	Upon beginning of year 20	24	168	192
.0961	Upon beginning of year 21	25	175	200
.1000	Upon beginning of year 22	26	182	208
.1038	Upon beginning of year 23	27	189	216
.1076	Upon beginning of year 24	28	196	224
.1115	Upon beginning of year 25	29	203	232
.1153	Upon beginning of year 26	30	210	240

NOTE: Medical Investigators assigned to a 4 on/4 off schedule prior to January 1, 1996 shall be placed at the 25 year accrual rate. Employees on the 4 on/4 off and those on the 5/2, 5/3 schedule will receive vacation credit for holiday hours.

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

Section 2. After 6 months continuous service and employee may use accrued sick leave. Employees with 6 months continuous years of service shall accrue vacation benefits each pay period.

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

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

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

10 **Section 6.** Upon termination for any reason, a non-probationary employee will be paid for
11 unused vacation credits up to maximum allowable accumulated vacation.

12 **Section 7.** Short term temporary employees will not be granted vacation benefits.

13 **Section 8.** An employee shall not be granted vacation benefits if not previously accrued by
14 the employee.

15 **Section 9.** In cases of separation by death, (except for probationary employees) payment of
16 unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by
17 R.C.W., Title 11.

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

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

24 **Section 11.** Employees who request vacation prior to April 1st of each year shall be granted
25 preference in accordance with seniority within job classification and shift. In the event of vacations
26 to be taken prior to April 1st, exercising of seniority privileges must be done at least thirty (30) days
27 prior to the start of vacation.

28 **Section 12.** Employees who work an eight (8) hour per day, five (5) day per week work

1 schedule, shall receive and use vacation and sick leave under the guidelines provided by the King
2 County Career Services Guidelines.

3 Section 13. Employees may accrue up to sixty (60) days (i.e., 480 hours for employees
4 working the annual equivalent of an 8 hour day, (includes 4 on 3 off employees), 420 hours for
5 employees working the annual equivalent of a 7 hour day (includes 4 on 4 off and 5/2, 5/3
6 employees).

7 Section 14. Employees who were employed on or before December 31, 1995 and who have
8 completed at least three (3), but less than five (5), full years of service shall accrue fifteen days of
9 vacation per year. At the end of the fifth full year of service, such employees shall accrue vacation as
10 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 0.04616 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 schedule
6 shall receive equivalent credit for holidays.

7 **Section 2.** Employees are eligible for Family medical leave as provided in King County
8 Ordinance # 12943.

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

13 **Section 4.** Short term temporary employees receive no sick leave benefits.

14 **Section 5.** After six months of full-time service a regular employee may, at her/his division
15 manager's discretion, be permitted to use up to one-half of her/his accruing vacation (5 days) as an
16 essential extension of used sick leave.

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

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

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

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

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

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

28 a. An employee injured on the job may not simultaneously collect sick leave

1 and worker's compensation payments in a total amount greater than the net regular pay of the
2 employee;

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

5 3. Exposure to contagious diseases and resulting quarantine.

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

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

10 6. To care for the employee's child or the child of an employee's domestic partner if
11 the following conditions are met:

12 a. The child is under the age of eighteen;

13 b. The employee is the natural parent, stepparent, adoptive parent, legal
14 guardian or other person having legal custody and control of the child;

15 c. The employee's child or the child of an employee's domestic partner has a
16 health condition requiring the employee's personal supervision during the hours of his/her absence
17 from work;

18 d. The employee actually attends to the child during the absence from work.

19 Section 10. Illness within the employee's immediate family which requires the attendance of
20 the employee or where the employee's presence on the job could jeopardize the health of fellow
21 employees. Under these conditions, the employee may use accrued sick leave the same as if the
22 employee was personally under a medical disability. The supervisor may require a doctor's
23 certificate showing the requirement that the employee be in attendance.

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

28 Section 12. Up to one day of sick leave may be used by an employee for the purpose of being

1 present at the birth of his/her child.

2 **Section 13.** An employee who has exhausted all of his/her sick leave may use accrued
3 vacation leave as sick leave before going on leave of absence without pay, if approved by the
4 department Director or designee.

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

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

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

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

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

21 **Section 19.** Bereavement Leave.

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

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

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

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

9 Section 21. Shared leave. Employees may share leave with other County employees in
10 accordance with King County Ordinance on this subject. Donation of vacation leave hours and
11 donation of sick leave hours.

12 A. Vacation leave hours.

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

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

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

1 **B. Sick leave hours.**

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

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

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

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

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

24 **Section 22.** All other leaves shall be as provided by King County Ordinance.
25
26
27
28

ARTICLE 7: WAGE RATES**Section 1. Wage Rates.**

1999 - Effective January 1, 1999, wage rates shall be as reflected in Addendum "A".

2000 - Effective January 1, 2000, the rates of pay set forth within Addendum "A" of this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 1998 to September 1999; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W). All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

2001 - Effective January 1, 2001, the rates of pay set forth within Addendum "A" of this Agreement as further amended by Section 4.5 shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 1999 to September 2000; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W). All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

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

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

1 **Section 3.** Medical Investigators whose shift begins between 1500 hours and 0200 hours
2 shall receive shift premium pay equivalent to 2.5% of the employee's effective hourly rate of pay
3 (base hourly rate plus any lead or specialty pay). Medical Investigators whose normal shift extends
4 three hours or more beyond 1500 hours shall receive shift premium pay equivalent to 2.5% of the
5 employee's effective hourly rate of pay (base hourly rate plus any lead or specialty pay) for the three
6 or more hours past 1500 hours.

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

11 **Section 5.** Autopsy personnel who work on Saturday as part of their regular week shall
12 receive a shift differential of 2.5 % above the employee's pay step.

13 **Section 6.** Employees, on their off hours, who attend Medical Examiner case reviews will
14 receive pay at the applicable rate.

15 **Section 7. Automatic Step Progression.** Employees shall receive within range increases from
16 one step the next higher step upon satisfactory completion of the 6 month probationary period and
17 annually thereafter provided their performance is satisfactory.

18 **Section 8. Bi-Weekly Pay.** The parties agree to the bi-weekly pay system as adopted by the
19 King County Council.

ARTICLE 8: OVERTIME

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

Section 2. Employees on a four on - four off schedule shall be paid at the rate of time and one-half for all hours worked in excess of those scheduled within the provisions of Article 9 of this Agreement. Employees on a 4 on 3 off schedule shall be paid at the rate of time and one-half for all hours worked in excess of ten (10) in one day, exclusive of lunch period, or forty (40) in one week.

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

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

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

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

Section 7. Off-duty court time shall be compensated at time and one-half when such court time has been approved to be necessary by the Chief Medical Examiner or his/her designee. Off duty court time occurring on a regularly scheduled day off shall be compensated at a minimum of two (2)

1 hours and shall include travel time to and from the employee's residence via the most direct route and.
2 any time necessary to secure evidence or other material necessary for the court appearance.

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

7 **Section 9. Compensatory Time**

8 A. There shall be no practice of compensatory time off unless requested by the
9 employee 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 40 hours of compensatory time shall be accumulated at any given
13 time, and comp time balances are cashed out at the end of the calendar year.

14 E. Compensatory time utilization shall not exceed the equivalent of one shift at a
15 time.

16 F. Notwithstanding the above, if scheduling problems prohibit the employer from
17 allowing the compensatory time off, then the overtime hours will be paid consistent with the rate of
18 accrual.

1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1.:** The intent of the Department is to convert a majority of the existing positions to a
3 40 hour week, during the term of this agreement. The work week for employees classified as Medical
4 Investigator shall consist of one of the following as determined by Division Management:

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

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

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

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

18 **Section 2.** The work week for autopsy technicians shall consist of either five consecutive
19 days of seven (7) hours each, exclusive of lunch period, followed by two (2) consecutive days off; or
20 five (5) consecutive days of eight (8) hours each, exclusive of lunch period, followed by two (2)
21 consecutive days off or the schedule which requires that employees rotate their schedules so that one
22 employee will work on Saturday.

23 **Section 3.** The work week for all other employees, those not referenced in Section 1 or
24 Section 2 above, may consist of five (5) consecutive days of seven (7) hours each, exclusive of the
25 lunch period, followed by two (2) consecutive days off, or five (5) consecutive days of eight (8) hours
26 each, exclusive of lunch period, followed by two (2) consecutive days off.

27 **Section 4.** The establishment of reasonable work schedules and starting times is vested solely
28 within the purview of division management and may be changed from time to time provided a two

1 (2) week prior notice of change is given.

2 **Section 5.** Employees whose hours of work per day are modified from seven to eight or eight
3 to seven shall be given six weeks notice. Employees who's hours of work are changed shall have
4 their pay increased/decreased by an amount proportionate to their change in hours.

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

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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 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 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 lowest
5 possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 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
10 rights, 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
13 his/her 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 supervisor
15 shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within three
16 working days. If a grievance is not pursued to the next higher level within three working days, it
17 shall be presumed resolved.

18 **Step 2.** If, after thorough discussion with the immediate supervisor, the grievance has
19 not 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 to
21 the Chief Medical Examiner or his/her designee for investigation, discussion and written reply. The
22 Chief Medical Examiner or his/her designee shall make his/her written decision available to the
23 aggrieved employee within ten working days.

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

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

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

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

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

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

1 **ARTICLE 12: BULLETIN BOARDS**

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

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, 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
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: 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.

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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 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 17: REDUCTION-IN-FORCE/LAYOFF REHIRES

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 and Division, with the least
4 senior employee being laid off first, except that when in the judgment of the Division Manager the
5 application of seniority does not provide for continued efficient operation of the Division, then ability
6 and skill may be the determining factor. Employees adversely affected may grieve immediately to a
7 joint committee composed of two (2) representatives of the Union and two (2) representatives of the
8 County. Such grievances shall be 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, those
10 laid off last will be recalled first.

11 Section 3. Prior to any layoff, all employees other than permanent employees in the affected
12 Division, shall be removed from the payroll. This shall include temporary and probationary
13 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 or
3 all of his/her time may, at the discretion of the Chief Medical Examiner, be given leave of absence up
4 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 standard uniform consisting of a
8 blazer, slacks/skirts, shirt and tie which shall normally be worn during all hours of work. Each
9 employee will initially be issued one blazer, one jacket, three pairs of slacks/skirts, one jumpsuit, four
10 shirts and a tie. The purchase and replacement cost of these items, including cleaning, shall be borne
11 by the employer. Employees may be reimbursed up to \$100 per year for the cost of shoes.
12 Specialists will receive protective clothing as determined by management. Autopsy Assistants shall
13 be provided with required uniforms and with replacement shoes as approved by management.

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

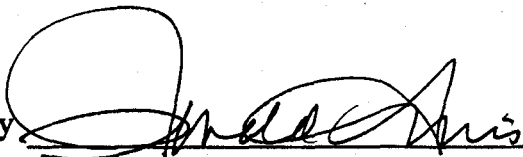
17 **Section 5.** All regular employees covered by this Agreement will receive a transit Pass as
18 provided in County ordinance.


1 ARTICLE 19: DURATION

2 This Agreement and each of its provisions shall become effective January 1, 1999, and shall
3 continue in full force and effect through December 31, 2001.

4 Contract negotiations for 2002 may be initiated by either party providing to the other written
5 notice of its intention to do so not less than thirty (30) days prior to September 1, 2001.

6
7 APPROVED this 12th day of April, 1999

8
9
10
11 By 
12 King County Executive

13
14
15
16
17 
18 WASHINGTON STATE COUNCIL OF
19 COUNTY AND CITY EMPLOYEES, AFL-CIO

20
21
22
23 
24 PRESIDENT OF LOCAL 1652

ADDENDUM A
WSCCCE, LOCAL 1652 MEDICAL EXAMINER
1999 WAGE ADDENDUM

1999

Class Code	Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
X	Admin Specialist I	33 R	12.40	13.00	13.31	13.63	13.96	14.30	14.64
X	Admin Specialist II	37 R	13.63	14.30	14.64	14.99	15.35	15.72	16.10
X	Admin Specialist III	41 R	14.99	15.72	16.10	16.49	16.89	17.30	17.72
X	Admin Specialist IV	46 R	16.89	17.72	18.15	18.59	19.04	19.50	19.97
X	Fiscal Specialist III	42 R	15.35	16.10	16.49	16.89	17.30	17.72	18.15
	AUTOPSY Technician	48	17.6822	18.5403	18.9910	19.4527	19.9260	20.4110	20.9079
*	Medicolegal Death Investigator	50	18.5514	19.4527	19.9260	20.4110	20.9079	21.4176	21.9402

* The medical Investigators work less than a 35 hour work week, so the hourly rate is adjusted to 1,749 Annual Hours and 72.87 per pay period.

X= Final Rates to be determined by Coalition Bargaining.

Note: Employees who are currently above the hourly pay rate listed above will have their pay rate frozen until the Cost of living adjustment raises their salary within the pay range.

R= Coalition 99 Pay Rates.

Washington State Council of County and City Employees, Local 1652 (Medical Examiner)

1

Name	Class #	Title	Current	1/1/99 COLA	1/1/99 Step Placement	1/1/00 Step Placement	1/1/00 COLA	1/1/01 COLA
WEISS, BARBARA A	4201200	Administrative Specialist II	16,7503	17,0853	17,252	17,252	17,5970	17,9444
STILLBOWER, COLLEEN DENIS	4201300	Fiscal Specialist III	18,8745	18,9910	19,4527	19,4527	19,8418	20,2323
NELSON, MONTGOMERY J	3431100	Medicolegal Death Investigator	17,9111	18,2693	18,5514	19,926	20,3245	20,73
BERMAN, JASON HP	3431100	Medicolegal Death Investigator	17,9111	18,2693	18,5514	19,926	20,3245	20,73
TAYLOR, KATHERINE M	3431100	Medicolegal Death Investigator	19,2293	19,6139	19,926	20,4176	20,8260	21,2424
JORGENSEN, JANE	3431100	Medicolegal Death Investigator	19,2293	19,6139	19,926	20,4176	20,8260	21,2424
MARQUIS, ARLEIGH EDWARD	3431100	Medicolegal Death Investigator	19,2293	19,6139	19,926	20,4176	20,8260	21,2424
MC CLURE, WILLIAM T	3431100	Medicolegal Death Investigator	20,6599	21,0731	21,4176	21,9402	22,3790	22,8282
SELZ, PAMELA C	3431100	Medicolegal Death Investigator	20,6599	21,0731	21,4176	21,9402	22,3790	22,8282
DELGADO JR, DAVID GARZA	3431100	Medicolegal Death Investigator	22,2001	22,6441	23,0248	23,5873	24,0590	24,5444
MARVIN, DONALD K	3431100	Medicolegal Death Investigator	22,7397	23,1945	23,5873	23,5873	24,0590	24,5444
FRISINO, JOSEPH D	3431100	Medicolegal Death Investigator	22,7397	23,1945	23,5873	23,5873	24,0590	24,5444
FLETCHER, NICHOLAS BARRIOS	3431100	Medicolegal Death Investigator	22,7397	23,1945	23,5873	23,5873	24,0590	24,5444
WEILER, CARRIE M	3430100	Autopsy Technician	16,7504	17,0854	17,682	18,991	19,3708	19,7554
GALLIGAN-KENNEDY, DAVID L	3430100	Autopsy Technician	17,5688	17,9202	18,5403	18,991	19,3708	19,7554
NAVARRO II, JAIME LIBOON	3430100	Autopsy Technician	20,2813	20,6869	20,9079	21,4176	21,8460	22,2828
PITTINGER, ANTHONY F	3430100	Autopsy Technician	22,8698	22,8698	22,8698	22,8698	22,8698	22,8698
			615786.444	344,392698	637377.468	358,3085	664331.4387	

Summary	98 base	99	2000	2001
sal	\$ 615,786	\$ 21,591	\$ 26,954	\$ 23,410
OT	\$ 46,184	\$ 1,619	\$ 2,022	\$ 1,756
PERS/FICA	\$ 100,289	\$ 3,516	\$ 4,390	\$ 3,813
Total	\$ 762,259	\$ 26,727	\$ 33,365	\$ 28,979

100 OT hours in 98 avg., not all time and a half
 70 hours = 1/2
 Means 70 x 1 1/2 = 105 + 30 straight hours = 135
 135/1800 = roughly 7.5% of base pay

Washington State Council of County and City Employees, Local 1652 (Medical Examiner)

Name	Class #	Title	Current	1/1/99 COLA	1/1/99 Step Placement	1/1/00 Step Placement	1/1/00 COLA	1/1/01 COLA
WEISS, BARBARA A	4201200	Administrative Specialist II	16,7503	17,0853	17,252	17,252	17,5970	17,910
STILLABOWER, COLLEEN DENIS	4201300	Fiscal Specialist III	18,8745	18,9910	19,4527	19,4527	19,8418	20,210
NELSON, MONTGOMERY J	3431100	Medicolegal Death Investigator	17,9111	18,2693	18,5514	19,926	20,3245	20,740
BERMAN, JASON HP	3431100	Medicolegal Death Investigator	17,9111	18,2693	18,5514	19,926	20,3245	20,740
TAYLOR, KATHERINE M	3431100	Medicolegal Death Investigator	19,2293	19,6139	19,926	20,4176	20,8260	21,240
JORGENSEN, JANE	3431100	Medicolegal Death Investigator	19,2293	19,6139	19,926	20,4176	20,8260	21,240
MARQUIS, ARLEIGH EDWARD	3431100	Medicolegal Death Investigator	19,2293	19,6139	19,926	20,4176	20,8260	21,240
MC CLURE, WILLIAM T	3431100	Medicolegal Death Investigator	20,6599	21,0731	21,4176	21,9402	22,3790	22,800
SELZ, PAMELA C	3431100	Medicolegal Death Investigator	20,6599	21,0731	21,4176	21,9402	22,3790	22,800
DELGADO JR, DAVID GARZA	3431100	Medicolegal Death Investigator	22,2001	22,6441	23,0248	23,5873	24,0590	24,500
MARVIN, DONALD K	3431100	Medicolegal Death Investigator	22,7397	23,1945	23,5873	23,5873	24,0590	24,500
FRISINO, JOSEPH D	3431100	Medicolegal Death Investigator	22,7397	23,1945	23,5873	23,5873	24,0590	24,500
FLETCHER, NICHOLAS BARRIOS	3431100	Medicolegal Death Investigator	22,7397	23,1945	23,5873	23,5873	24,0590	24,500
WEILER, CARRIE M	3430100	Autopsy Technician	16,7504	17,0854	17,582	18,991	19,3708	19,750
GALLIGAN-KENNEDY, DAVID L	3430100	Autopsy Technician	17,5688	17,9202	18,5403	18,991	19,3708	19,750
NAVARRO II, JAIME LIBOON	3430100	Autopsy Technician	20,2813	20,6889	20,9079	21,4176	21,8460	22,260
PITTINGER, ANTHONY F	3430100	Autopsy Technician	22,8698	22,8698	22,8698	22,8698	22,8698	22,8698
			615786.444	344,392698	637377.468	358,3085	664331.4387	

Summary	98 base	99	2000	2001
sal	\$ 615,786	\$ 21,591	\$ 26,954	\$ 23,410
OT	\$ 46,184	\$ 1,619	\$ 2,022	\$ 1,756
PERS/FICA	\$ 100,289	\$ 3,516	\$ 4,390	\$ 3,813
Total	\$ 762,259	\$ 26,727	\$ 33,365	\$ 28,979

100 OT hours in 98 avg., not all time and a half
 70 hours= 11/2
 Means 70 x 1 1/2 = 105 + 30 straight hours = 135
 135/1800 = roughly 7.5% of base pay