



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 17, 2002

Ordinance 14467

Proposed No. 2002-0408.1

Sponsors Phillips, Constantine and Pullen

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

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement negotiated between King
12 County and Washington State Council of County and City Employees, Council 2, Local
13 1652 (medical examiner), representing employees in the department of public health,
14 prevention division, medical examiner's office, and attached hereto is hereby approved
15 and adopted by this reference made a part hereof.

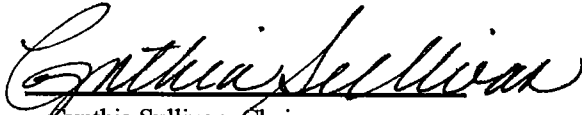
16 SECTION 2. Terms and conditions of said agreement shall be effective from
17 January 1, 2002, through and including December 31, 2004.

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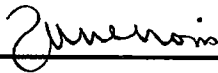
Ordinance 14467 was introduced on 9/3/2002 and passed by the Metropolitan King
County Council on 9/16/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett,
Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of September 2002.



Ron Sims, County Executive

RECEIVED
2002 SEP 19 PM 12:06
KING COUNTY CLERK
KING COUNTY COUNCIL

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

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

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1 **AGREEMENT BETWEEN**
2 **WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**
3 **LOCAL 1652, AFSCME - MEDICAL EXAMINER**
4 **AND KING COUNTY**

5 These articles constitute an agreement, terms of which have been negotiated in good faith,
6 between the King County Labor Negotiating Team and Local 1652, Washington State Council of
7 County and City Employees, AFSCME.

8 **ARTICLE 1: PURPOSE**

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off 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 are vested
3 exclusively in the County subject to terms of this Agreement. All matters not specifically and
4 expressly covered or treated by the language of this Agreement may be administered for its duration
5 by the County in accordance with such policy or procedures as the County from time to time may
6 determine. The parties hereby recognize the 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 Personnel Guidelines.

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

ARTICLE 4: HOLIDAYS

Section 1. All holiday eligible employees shall be granted the following holidays with pay in accordance with R.C.W. 1.16.050 as amended, which currently lists the following:

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

And any day designated by the King County Executive as a legal holiday. In addition, all holiday eligible employees shall be granted two personal holidays to be administered through the vacation plan. The first holiday shall be granted to all eligible employees employed by King County on the first of October and the second holiday shall be granted to all eligible employees employed on the first of November. Employees may use personal holidays when accrued. Personal holidays accrue at 8 hours per holiday, prorated for part-time employees.

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

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

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

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

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

ARTICLE 5: VACATIONS

Section 1. Leave eligible employees, shall receive vacation benefits as indicated in the following table:

FORTY HOUR WORK WEEK VACATION

Vacation Earned Per Hour	Completed Years of Service	Working Days Per Year	8 hour Equivalent
.0460	Upon hire through end of year 5	12	96
.0577	Upon beginning of Year 6	15	120
.0615	Upon beginning of Year 9	16	128
.0769	Upon beginning of year 11	20	160
.0807	Upon beginning of year 17	21	168
.0846	Upon beginning of year 18	22	176
.0885	Upon beginning of year 19	23	184
.0923	Upon beginning of year 20	24	192
.0961	Upon beginning of year 21	25	200
.1000	Upon beginning of year 22	26	208
.1038	Upon beginning of year 23	27	216
.1076	Upon beginning of year 24	28	224
.1115	Upon beginning of year 25	29	232
.1153	Upon beginning of year 26	30	240

NOTE: 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. Newly hired employees. After 6 months of continuous service an employee may use accrued vacation leave.

Section 3. Vacation benefits for leave eligible employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example:

1 If a regular, part-time employee normally works twenty hours per week in a department that normally
2 works eight hours per day, then the part-time employee would be granted one half of the vacation
3 benefit allowed a full-time staff member with an equivalent number of years service.

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

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

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

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

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

15 **Section 9. Vacation Request.** Employee's who request vacation prior to April 1st (for
16 vacations starting after April 1st) of each year shall be granted preference in accordance with seniority
17 within job classification and shift. In the event of vacations to be taken prior to April 1st, exercising
18 of seniority privileges must be done at least thirty (30) days prior to the start of vacation and before
19 another employees vacation has been approved.

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

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

24 Employees shall forfeit the excess accrual prior to December 31st of each year. In order to be
25 eligible for carryover of vacation leave beyond the maximum accrual, an employee must have made a
26 request to use vacation leave during the calendar year (beginning in 2002), and the appointing
27 authority must have disapproved such request. In order to be eligible for carryover of excess vacation

1 leave, a written plan must be developed and approved by the employee and appointing authority.
2 This plan must outline how the excess vacation will be used in the next year. The Human Resources
3 Division of the Department of Executive Services as well as the appointing authority must approve all
4 requests for carryover of vacation. Employees may accrue up to 480 hours of vacation.

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1 **ARTICLE 6: SICK LEAVE**

2 **Section 1.** Every leave eligible 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.

6 **Section 2. Family Medical Leave.** Employees are eligible for Family medical leave as
7 provided in King County Code Section 3.12. 220.

8 **Section 3.** Every leave employee shall receive sick leave benefits proportionate to the
9 employee's regular workweek. For example: If a part-time employee normally works twenty hours
10 per week and the department's normal work week is forty hours, the employee will receive one half
11 of sick leave benefits for the month.

12 **Section 4.** After six months of service a leave eligible employee may, at her/his Chief
13 Medical Examiner's discretion, be permitted to use her/his accrued vacation hours as an essential
14 extension of sick leave.

15 **Section 5.** An employee is not entitled to sick leave if not previously earned.

16 **Section 6.** Sick leave may be used in one-half hour increments

17 **Section 7.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

18 **Section 8.** Accrued sick leave may be used for the following reasons:

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

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

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

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

1 County.

2 3. Exposure to contagious diseases and resulting quarantine.

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

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

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

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

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

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

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

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

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

25 **Section 10.** Up to one eight hour day of sick leave may be used by an employee for the
26 purpose of being present at the birth of his/her child.

27 **Section 11.** An employee who has exhausted all of his/her sick leave may use accrued
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1 vacation leave as sick leave before going on leave of absence without pay, if approved by the
2 department Director or designee.

3 **Section 12.** Department management is responsible for the proper administration of the sick
4 leave benefit.

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

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

13 **Section 15.** Employees injured on the job cannot simultaneously collect sick leave and
14 workers compensation payments greater than net pay of the employee. County policy may allow for
15 payments equal to net regular pay of employees qualifying under workers compensation.

ARTICLE 7 OTHER LEAVES**Organ Donation Leave**

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

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

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

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

Bereavement Leave

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

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

C. In the application of any of the foregoing provisions, when a holiday or regular day 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 In administering the provisions of this Article, work days for all employees of the Medical
8 Examiner's Office shall be those set forth in Article 9 of this agreement. Sick leave will be
9 administered in accordance with Department sick leave policy.

10 **Shared leave** Employees may share leave with other County employees in accordance with
11 King County Ordinance on this subject.

12 **A. Vacation leave Donation.**

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

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

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

27 **B. Sick leave hours.**

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

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

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

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

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

21 All other leaves shall be as provided by King County Ordinance.

1 **ARTICLE 8: WAGE RATES**

2 **Section 1. Wage Rates.**

3 **2002** - Effective January 1, 2002, wage rates shall be as reflected in Addendum "A".

4 The salary ranges indicated in Addendum A shall be the King County squared salary table for
5 overtime-eligible employees. Employee's not already on the Squared Salary Schedule will be placed
6 at the step on the Squared Salary Schedule that ensures them the 2002 COLA of 2.32% (which is
7 built into the Squared Salary Schedule).

8 **2003** - Effective January 1, 2003, the rates of pay set forth within Addendum "A" of
9 this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United
10 States City Average Consumer Price Index which occurs during the twelve (12) month period from
11 September 2001 to September 2002; provided however, said percentage increase shall not be less
12 than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer
13 Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), all Items Revised Series
14 (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

15 **2004** - Effective January 1, 2004, the rates of pay set forth within Addendum "A" of
16 this Agreement as further amended by Section 4.5 shall be increased by ninety percent (90%) of the
17 percentage increase in the United States City Average Consumer Price Index which occurs during the
18 twelve (12) month period from September 2002 to September 2003; provided however, said
19 percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The
20 Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers
21 (CPI-W), all Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics,
22 United States Department of Labor.

23 **Section 2. Lead Assignments.** Lead assignments of staff shall be by written designation of
24 the Chief Medical Examiner or designee based on skill and ability and may be assigned on an
25 ongoing basis. Lead assignments will be reviewed and approved annually. Skill and ability selection
26 being equal, assignment shall be by seniority. Employees shall be eligible for lead assignments after
27 completion of probation. Lead assignments will be paid at a rate 10% above the employee's pay step.

1 **Section 3. Specialty assignments.** Specialty assignments of Medical Investigators or
2 Autopsy staff shall be by written designation of the Chief Medical Examiner or designee based on
3 skill and ability and may be assigned on an ongoing basis. Skill and ability selection being equal,
4 assignment shall be by seniority. Employees shall be eligible for specialty assignments after
5 completion of probation. Specialty assignments will be paid at a rate 7 1/2% above the employee's
6 pay step.

7 **Section 4. Premium Pay.** Medical Investigators whose shift begins between 1500 hours and
8 0200 hours shall receive shift premium pay equivalent to 2.5% of the employee's effective hourly rate
9 of pay (base hourly rate plus any lead or specialty pay). Medical Investigators whose normal shift
10 extends three hours or more beyond 1500 hours shall receive shift premium pay equivalent to 2.5% of
11 the employee's effective hourly rate of pay (base hourly rate plus any lead or specialty pay) for the
12 three or more hours past 1500 hours.

13 **Section 5. Investigator Saturday/Sunday work.** Investigators assigned to work a shift
14 which includes Saturday and/or Sunday work shall receive a shift premium equivalent to 2.5% of the
15 employee's effective hourly rate of pay (base hourly rate plus any lead or specialty pay) for work
16 performed on Saturday and/or Sunday; provided that the above shall not apply to individuals
17 receiving night shift premium.

18 **Section 6. Autopsy Personnel Saturday work.** Autopsy personnel who work on Saturday
19 as part of their regular week shall receive a shift differential of 2.5 % above the employee's pay step.

20 **Section 7. Educational Conferences.** Employees, on their off hours, who (with the prior
21 written approval of the Chief Medical Examiner) attend Medical Examiner educational conferences
22 will receive pay at the applicable rate.

23 **Section 8. Automatic Step Progression.** Employees who were placed at Step 1 of the salary
24 range when hired in a bargaining unit position shall receive an increase to step 2 upon satisfactory
25 completion of the 6 month probationary period. Employees who were placed at Step 2 or higher
26 when hired may, at the discretion of management, receive an increase to the next higher step upon
27 satisfactory completion of the probationary period. Regular, non-probationary employees who are not

1 at the top step will receive an increase to the next higher step on the salary range effective January 1st
2 of each year, provided their performance is satisfactory. All step increases for 2002 will continue to
3 be implemented based upon anniversary date, with the first January 1st increases being effective on
4 January 1, 2003. After that date, no step increases will be based upon or given on anniversary date.

5 **Section 9. Bi-Weekly Pay.** The parties agree to the bi-weekly pay system as adopted by the
6 King County Council.

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1 **ARTICLE 9: OVERTIME**

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

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

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

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

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

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

26 **Section 7. Off-duty Court Time.** Off-duty court time shall be compensated at time and one-
27 half when such court time has been approved to be necessary by the Chief Medical Examiner or

1 his/her designee. Off duty court time occurring on a regularly scheduled day off shall be
2 compensated at a minimum of two (2) hours and shall include travel time to and from the employee's
3 residence via the most direct route and any time necessary to secure evidence or other material
4 necessary for the court appearance.

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

9 **Section 9. Compensatory Time.**

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

1 **ARTICLE 10: HOURS OF WORK**

2 **Section 1. Medical Investigator.** The work week for employees classified as Medical
3 Investigator shall consist of

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

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

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

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

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

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

21 **Section 6. Public Health Emergencies.** Public Health has important roles and functions it
22 must perform during various disasters and emergencies. During those times, management retains the
23 right to alter work schedules and approved leaves without prior notice.

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

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

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ARTICLE 12: GRIEVANCE PROCEDURE

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

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

Section 1. Definition.

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

Section 2. Procedure.

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

Step 2. Division Manager or Designee: If the grievance has not been satisfactorily

1 resolved by the response from the Chief Medical Examiner or designee, a copy of the initial grievance
2 statement, the response, and a statement explaining what aspects of the grievance were not
3 satisfactorily resolved will be presented to the Division Manager or his/her designee within ten
4 working days of the Step 1 response. The Division Manager or his/her designee shall make his/her
5 written decision available to the aggrieved employee within ten working days with a copy to the
6 Department Labor Relations Supervisor and the King County Labor Relations Manager/designee. If
7 the grievance is not pursued to the next step within ten working days, it shall be considered resolved.

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

16 **Step 4.** If the response at Step 3 does not satisfactorily resolve the grievance, the
17 Union representative shall then present the grievance to the Labor Relations Manager/Designee,
18 Department of Executive Services. The Labor Relations Manager or designee, after investigation,
19 will respond in writing within ten working days to the Union representative and the Department
20 Labor Relations Supervisor.

21 **Step 5.** Should the grievance not be resolved at Step 4 the Union may, within thirty
22 (30) days of the response at Step, request arbitration and must specify the exact question which it
23 wishes arbitrated. The Union and the Director of the Department of Executive Services, Human
24 Resources Division shall then select a third disinterested party to serve as an arbitrator. In the event
25 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel
26 of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be
27 selected from the list by both the County representative and the Union, each alternately striking a

1 name from the list until only one name remains. The arbitrator, under voluntary labor arbitration
2 rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator
3 shall be final and binding on both parties.

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

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

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

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

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

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

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

25 **Section 2.4 Mediation.** At any step in the procedure, the parties may agree to select a neutral
26 third party to serve as mediator. If mediation is attempted after Step 4 and is not successful,
27 arbitration may be requested as provided above, within thirty days after the mediator or one of the

1 parties declares impasse. Nothing said or done by the parties or the mediator during the grievance
2 mediations session(s) shall be used against them during the arbitration proceedings.

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ARTICLE 13: BULLETIN BOARDS

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

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ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

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

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

1 **ARTICLE 15: SAVINGS CLAUSE**

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

ARTICLE 16: 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 17: WAIVER CLAUSE

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

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

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ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS

Section 1. Employees laid off as a result of reduction of work and/or a shortage of funds shall normally be laid off according to their seniority within classification and Division, with the least senior employee being laid off first, except that when in the judgment of the Division Manager the application of seniority does not provide for continued efficient operation of the Division, then ability and skill may be the determining factor.

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

Section 3. Prior to any layoff, all temporary employees in the affected Division, shall be removed from the payroll. This shall include temporary and probationary employees. The order of layoff shall be:

- A. Temporary employees.
- B. Term limited temporary employees.
- C. Provisional employees.
- D. Probationary employees.
- E. Regular employees.

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

1 **ARTICLE 19: MISCELLANEOUS**

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

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

8 **Section 3. Dress Code.** All Medical Investigators shall be provided a standard uniform
9 consisting of slacks and shirt which shall be worn during all hours of work, unless an exception is
10 approved in writing by the Chief Medical Examiner or his/her designee. Each employee will initially
11 be issued one jacket, three pairs of slacks, one jumpsuit, and four shirts. The employer will purchase
12 and replace these items. During working hour's employer designated appropriate attire will be worn.
13 An extra uniform may be kept at home for callback use only. Other than the uniform for callback
14 purposes, all uniforms must be left at the worksite. Clothing provided by the employer will be
15 cleaned and laundered by the employer. Health and safety are important reasons for this uniform
16 policy. Employees may be reimbursed up to \$200 per two year period for the cost of shoes.
17 Specialists will receive protective clothing as determined by management. Autopsy Assistants shall
18 be provided with required uniforms and with replacement shoes as approved by management.
19 Administrative staff will wear professional attire, not to include denim pants. Administrative staff
20 will wear employer designated appropriate attire when provided by the employer. Upon prior written
21 approval of the supervisor, employees may deviate from the dress code.

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

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

1 **Section 6. Identification and badges.** Employees will display only County issued
2 identification.

3 **Section 7. Tools and Equipment.** All tools and equipment will be provided by the
4 employer. Only employer provided tools and equipment will be used.

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

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

16 **Section 10. Professional Licenses or Certifications.** All employees covered by this contract
17 at the time of ratification and who become registered by the American Board of Mediocolgal Death
18 Investigators (ABDMI) within the life of this agreement, will be awarded a one-time \$200 bonus. In
19 addition, upon passing the examination, the employee will be reimbursed for the application fee,
20 examination fee and reasonable travel expenses to the nearest examination location in a calendar year
21 period. All employees who become Board Certified by the ABDMI will be reimbursed for on
22 application and one examination fee upon passing the examination. For all employees registered or
23 certified by ABDMI, the employer will bear the annual maintenance cost of their ABDMI
24 registration/certification.

ARTICLE 20: LABOR MANAGEMENT COMMITTEE

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


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ARTICLE 21: DURATION

This Agreement and each of its provisions shall become effective when ratified by the parties unless a different effective date is specified, and covers the period January 1, 2002 through December 31, 2004.

Contract negotiations for a successor Agreement may be initiated by either party providing to the other written notice of its intention to do so not less than thirty (30) days prior to December 31, 2004.

APPROVED this 19 day of September, 2002

By  _____
King County Executive

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

PRESIDENT OF LOCAL 1652

ADDENDUM A

Refer to King County Squared Table for Rates

2002

Classification	Range
Administrative Specialist I	33
Administrative Specialist II	37
Administrative Specialist III	41
Administrative Specialist IV	46
Fiscal Specialist III	42
Autopsy Technician	48
Medicolegal Death Investigator	50