

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

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

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

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT

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

Section 1.1 The Preamble in its entirety

Section 1.2 All superseding and non-superseding provisions

Section 1.3 For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

- Bereavement pursuant to CLA Article 8
- Call Back pursuant to CLA Article 43
- Duration pursuant to CLA Article 41
- Grievance Procedure pursuant to CLA Article 26
- Holidays pursuant to CLA Article 10
- Just Cause Standard pursuant to CLA Article 27
- Medical, Dental, Long-Term Disability and Life Insurance pursuant to CLA Article 25
- Miscellaneous - Transportation benefits pursuant to CLA Article 34
- Miscellaneous – Use of personal transportation pursuant to CLA Article 24
- Other leaves pursuant to CLA Article 35 and 36
- Savings Clause pursuant to CLA Article 30
- Sick Leave pursuant to CLA Article 31

- Transit Pass pursuant to CLA Article 34
- Union Leave pursuant to CLA Article 22
- Use of Bulletin Boards and Electronic Devices pursuant to CLA Article 23
- Vacation pursuant to CLA Article 32
- Waiver Clause pursuant to CLA Article 46

ARTICLE 2: UNION RECOGNITION

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

ARTICLE 3: RIGHTS OF MANAGEMENT

Section 3.1. The management of the County and the direction of the work force are vested exclusively in the County subject to terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedures as the County from time to time may determine. The parties hereby recognize the County’s and the Department’s right to hire, appoint, promote, contract out non-bargaining unit work, discharge for just cause, improve efficiency, and determine work schedules and the location of Department facilities.

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

Section 3.2 Safety. No employee shall be directed to work in a manner that does not comply with state or federal law.

1 **ARTICLE 4: HOLIDAY ADMINISTRATION**

2 **Section 4.1. Holiday worked premium.** Work performed on holidays shall receive one-half
3 (1/2) times the base hourly rate of pay in addition to the regular holiday pay provided in CLA Article
4 10.

5 **A.** Employees whose work shift starts on a holiday, but which ends on a non-holiday
6 shall receive holiday worked premium pay only for the hours actually worked on the County
7 designated holiday, plus the holiday pay provided in CLA Article 10. For example, if an employee’s
8 schedule is Tuesday through Saturday, they will receive forty (40) hours of regular pay plus eight (8)
9 hours of holiday pay, for a total of forty-eight (48) hours. . The regular holiday pay provided by CLA
10 Article 10 shall not count toward the FLSA work week threshold for purposes of overtime eligibility.

11 **B.** Employees who work a 10 or 12-hour shift on a holiday will receive eight (8) hours
12 of holiday pay.

13 **C.** Employees whose work shift does not start on a holiday, but which ends on a
14 holiday shall receive holiday worked premium pay only for the hours worked on the County
15 designated holiday.

16 **Section 4.2.** Employees attending a training seminar/assignment during a holiday shall be
17 compensated at the straight time rate unless a higher rate is required by the Fair Labor Standards Act.

18
19 **ARTICLE 5: VACATION REQUESTS**

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

24
25 **ARTICLE 6: WAGE RATES**

26 **Section 6.1. Wage Rates.** The wage rates for the positions covered by this Appendix shall
27 be as set forth in Addendum A: Wages. Any applicable General Wage Increases (GWI) for the term
28 of this Appendix are provided in the CLA Article 29 and the CLA-MOA – Compensation Settlement

1 for Implementation of Retroactive Increases.

2 **Section 6.2. Shift Premium Pay.** Medical Investigators whose shift begins between 1900
3 hours and 0600 hours (night shift) shall receive shift premium pay equivalent to 5% of the
4 employee’s base hourly rate of pay for all hours worked during the night shift.

5 **Section 6.3. Bilingual Premium Pay.** Employee(s) who are substantially bilingual and are
6 assigned in writing by management to regularly use their skills in a language other than English in the
7 performance of their work duties will be paid a bilingual premium of \$50 per month. This
8 assignment will be renewed annually and may be terminated at any time.

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

15 **Section 6.4. Educational Conferences.** Employees, on their off hours, who (with the prior
16 written approval of the Supervisor) attend Medical Examiner educational conferences will receive
17 pay at the base hourly rate of pay.

18 **Section 6.5. Automatic Step Progression.** Employees who were placed at Step 1 of the
19 salary range when hired in a bargaining unit position shall receive an increase to Step 2 upon
20 satisfactory completion of an at least 6 month probationary period; and no more than 12-months
21 total. Employees who were placed at Step 2 or higher when hired may, at the discretion of
22 management and with department approval, receive an increase to the next higher step upon
23 satisfactory completion of the probationary period. Regular, non-probationary employees who are
24 not at the top step will receive an increase to the next higher step on the salary range effective
25 January 1st of each year.

26
27 **ARTICLE 7: HOURS OF WORK**

28 **Section 7.1. Forensic Medicolegal Death Investigator.** The work week for employees

1 classified as forensic medicolegal death investigators will consist of:

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

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

8 **Section 7.2. Autopsy Technician Hours.** The work week for autopsy technicians will
9 consist of five (5) consecutive days of eight (8) hours each, exclusive of lunch period, followed by
10 two (2) consecutive days off or a schedule which requires that employees rotate their schedules so
11 that one employee will work on Saturday. The parties agree to discuss alternative work schedules for
12 Autopsy Technicians in their LMC. Should the parties agree in the LMC to explore a different
13 schedule(s) than as provided herein, they will inform their respective representatives who will then
14 meet and negotiate, in accordance with law, any change to this section.

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

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

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

27 **Section 7.6. Alternative Schedules.** Alternative schedules may be mutually agreed upon by
28 an employee and management consistent with the provisions of this Appendix.

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

4 **Section 7.8. Shift Trades.** Shift changes in scheduled shifts may be exchanged within the
5 same pay period on an equal basis between the two employees within the same job classification,
6 subject to written approval of management. Shift trade requests must be submitted in writing using
7 the Shift Trade Request Form two weeks before the pay period of the requested trade begins and
8 signed by management in advance. Such shift trades are permitted on the conditions the trade is shift
9 for shift, not hour for hour; pay will be based on the normal shift. Shift differentials and premium
10 payments will be paid to the employee who is normally assigned to the shift, not to the employee
11 covering the shift through a trade. Any overtime will be computed based on the hours of the normal
12 shift. When the trade occurs on a holiday, the employee actually working the holiday will be
13 compensated. Trading of a traded shift is not permitted.

14
15 **ARTICLE 8: OVERTIME**

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

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

23 **Section 8.3.** Employees on a work schedule other than five days or 4-on 3-off shall be paid
24 for all hours worked in excess of the scheduled shift of at least eight hours in one day, exclusive of
25 lunch, or of 40 hours in one week, exclusive of lunch.

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

28 **Section 8.5. Overtime Calculation.** 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

1 minutes past the hour shall be paid for at 18/60ths times the overtime (time and one half) hourly rate,
2 which is equal to .3 times the hourly rate. The Contractual Overtime Rate for each overtime hour
3 worked shall be one and one-half (1-1/2) times the combined amount of the employee's hourly base
4 rate of pay, as specified in the Addendum A Wage table, plus any applicable hourly pay premium in
5 effect at the time the overtime is worked that are contractually required to be included when
6 calculating the contract overtime rate. If the Fair Labor Standards Act (FLSA) requires a higher rate
7 of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to
8 the FLSA.

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

11 **Section 8.7. Off-duty Court Time.** Off-duty court time shall be compensated at time and
12 one-half of base pay when such court time has been approved to be necessary by the Supervisor or
13 designee. Off duty court time occurring on a regularly scheduled day off shall be compensated at a
14 minimum of two (2) hours of base pay and shall include travel time to and from the employee's
15 residence via the most direct route and any time necessary to secure evidence or other material
16 necessary for the court appearance.

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

22 **Section 8.9 Compensatory Time.** Overtime may be compensated by compensatory time off
23 at the rate of one and one-half (1-1/2) times the overtime hours worked, provided employee requests
24 compensatory time accrual in advance and the supervisor approves. Employees may not have a
25 balance of more than forty (40) hours of compensatory time. All compensatory time not used by the
26 end of the pay period which includes December 31, will be paid out. No requests for compensatory
27 time accrual will be approved for the last pay period of a calendar year (December 16 through
28 December 31). Use of compensatory time off must be approved in advance as for vacation leave.

1 **ARTICLE 9: UNFAIR LABOR PRACTICE (ULP) RESOLUTION**

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

7
8 **ARTICLE 10: WORK STOPPAGES AND EMPLOYER PROTECTION**

9 **Section 10.1.** The County and the Union agree that the public interest requires efficient and
10 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
11 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
12 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
13 duties, sick leave absence which is not bonafide or other interference with County functions by
14 employees under this Appendix and should same occur, the Union agrees to take appropriate steps to
15 end such interference. Any concerted action by any employees in any bargaining unit shall be
16 deemed a work stoppage if any of the above activities have occurred.

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

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

25
26 **ARTICLE 11: REDUCTION-IN-FORCE/LAYOFF REHIRS**

27 **Section 11.1.** Employees laid off as a result of reduction of work and/or a shortage of funds
28 shall normally be laid off according to their seniority within classification series (as determined by

1 the Union), with the least senior employee being laid off first. When in the judgment of the Division
2 Manager the application of seniority does not provide for continued efficient operation of the
3 Division during the event of large scale reductions in force, then ability and skill may be the
4 determining factor in layoff and bumping decisions arising under this Article.

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

7 1.) Accept elimination

8 2.) Accept vacant bargaining unit position, if qualified

9 3.) Displace the least senior career service bargaining unit employee in the affected
10 classification or displace the least senior career service bargaining unit employee in another
11 classification within the affected classification series.

12 **Section 11.3.** Employees laid off shall be recalled in the inverse order of layoff; namely,
13 those laid off last will be recalled first.

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

20
21 **ARTICLE 12: MISCELLANEOUS**

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

1 needed.

2 **Section 12.2. Representative List of Union.** An employee’s union representative as
3 referred to in this Contract, shall mean a local officer, shop steward, or staff representative. The
4 Chief Medical Examiner shall be furnished with a list of all employees in those positions; such list
5 shall be updated as changes occur.

6 **Section 12.3. Identification and badges.** Employees will display only County and
7 Harborview issued identification.

8 **Section 12.4. Tools and Equipment.** All tools and equipment will be provided by the
9 Division. Only Division provided tools and equipment will be used.

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

15 **Section 12.6. Training.** The Medical Examiner’s Office will provide training opportunities
16 to employees within budgeted appropriations. The objective is to encourage and motivate employees
17 to improve their personal capabilities in performance of their assigned duties. The Medical
18 Examiner’s Office will not reimburse employees for unauthorized training. Training to be paid for
19 by the Medical Examiner’s Office must be approved in writing by the Supervisor or designee.

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

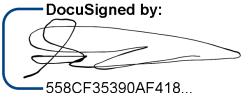
1 **ARTICLE 13: LABOR MANAGEMENT COMMITTEE**

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

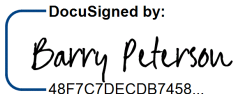
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For Washington State Council of County and City Employees,
Council 2, Local 1652:

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Suzette Dickerson
Staff Representative

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

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Barry Peterson
Local 1652 President

For King County:

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Nancy Corado, Labor Relations Negotiator
Office of Labor Relations, Executive Office

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range* (Squared Table)
4201100	421209	Administrative Specialist I	33
4201200	421313	Administrative Specialist II	37
4201300	421406	Administrative Specialist III	41
4201400	421505	Administrative Specialist IV	46
4101100	411109	Fiscal Specialist I	34
4101200	411212	Fiscal Specialist II	38
4101300	411305	Fiscal Specialist III	42
3430100	345101	Forensic Autopsy Technician	51
3430200	345401	Forensic Autopsy Technician - Lead	54
3431100	345201	Forensic Medicolegal Death Investigator I	54
3431200	345701	Forensic Medicolegal Death Investigator II	56
3431300	345801	Forensic Medicolegal Death Investigator - Lead	59
3423100	341403	Health Program Assistant I	41
3423200	341503	Health Program Assistant II	45

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

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

B. DESCISION-MAKING PROCESS

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

C. STAFF SENIORITY

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