ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE	
ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE	And ington State Council of County and City Employees, Council 2, Local 1652 Medical Examiner - Department of Public Health [260] Table of Contents : PURPOSE
ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE	Medical Examiner - Department of Public Health [260] Table of Contents Table of Contents 1: PURPOSE
ARTICLE 2 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4	Table of Contents Image: PURPOSE Image: UNION RECOGNITION AND MEMBERSHIP Image: RIGHTS OF MANAGEMENT Image: RIGHTS OF MANAGEMENT Image: HOLIDAY LEAVE [PER MLA ARTICLE 10 WITH APPENDIX] Image: VACATION LEAVE [PER MLA ARTICLE 9 & 35 WITH APPENDIX] Image: SICK LEAVE [PER MLA ARTICLE 34 WITH APPENDIX] Image: SICK LEAVE [PER MLA ARTICLE 34 WITH APPENDIX] Image: WAGE RATES [PER TC AND MLA WITH APPENDIX] Image: HOURS OF WORK Image: Overnime
ARTICLE 2 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4	PURPOSE 1 UNION RECOGNITION AND MEMBERSHIP 1 RIGHTS OF MANAGEMENT 1 HOLIDAY LEAVE [PER MLA ARTICLE 10 WITH APPENDIX] 1 VACATION LEAVE [PER MLA ARTICLE 9 & 35 WITH APPENDIX] 1 SICK LEAVE [PER MLA ARTICLE 34 WITH APPENDIX] 1 OTHER LEAVES 1 WAGE RATES [PER TC AND MLA WITH APPENDIX] 1 HOURS OF WORK 1 OVERTIME 1
ARTICLE 2 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4	PURPOSE 1 UNION RECOGNITION AND MEMBERSHIP 1 RIGHTS OF MANAGEMENT 1 HOLIDAY LEAVE [PER MLA ARTICLE 10 WITH APPENDIX] 1 VACATION LEAVE [PER MLA ARTICLE 9 & 35 WITH APPENDIX] 1 SICK LEAVE [PER MLA ARTICLE 34 WITH APPENDIX] 1 OTHER LEAVES 1 WAGE RATES [PER TC AND MLA WITH APPENDIX] 1 HOURS OF WORK 1 OVERTIME 1
ARTICLE 2 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4	 UNION RECOGNITION AND MEMBERSHIP RIGHTS OF MANAGEMENT HOLIDAY LEAVE [PER MLA ARTICLE 10 WITH APPENDIX] VACATION LEAVE [PER MLA ARTICLE 9 & 35 WITH APPENDIX] SICK LEAVE [PER MLA ARTICLE 34 WITH APPENDIX] OTHER LEAVES WAGE RATES [PER TC AND MLA WITH APPENDIX] HOURS OF WORK OVERTIME
ARTICLE 2 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4 ARTICLE 4	 UNION RECOGNITION AND MEMBERSHIP RIGHTS OF MANAGEMENT HOLIDAY LEAVE [PER MLA ARTICLE 10 WITH APPENDIX] VACATION LEAVE [PER MLA ARTICLE 9 & 35 WITH APPENDIX] SICK LEAVE [PER MLA ARTICLE 34 WITH APPENDIX] OTHER LEAVES WAGE RATES [PER TC AND MLA WITH APPENDIX] HOURS OF WORK OVERTIME
ARTICLE A ARTICLE A ARTICLE A ARTICLE A ARTICLE A ARTICLE A ARTICLE 1	 RIGHTS OF MANAGEMENT
ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE	 HOLIDAY LEAVE [PER MLA ARTICLE 10 WITH APPENDIX]
ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE 1	 HOLIDAY LEAVE [PER MLA ARTICLE 10 WITH APPENDIX]
ARTICLE ARTICLE ARTICLE ARTICLE ARTICLE 1	 SICK LEAVE [PER MLA ARTICLE 34 WITH APPENDIX] OTHER LEAVES WAGE RATES [PER TC AND MLA WITH APPENDIX] HOURS OF WORK OVERTIME
ARTICLE ARTICLE ARTICLE ARTICLE 1	7: OTHER LEAVES
ARTICLE ARTICLE ARTICLE 1	8: WAGE RATES [PER TC AND MLA WITH APPENDIX]
ARTICLE 1	9: HOURS OF WORK 9: OVERTIME
ARTICLE 1): OVERTIME
ARTICLE 1	1: MEDICAL, DENTAL, LONG-TERM DISABILITY,
	AND LIFE INSURANCE10
ARTICLE 1	2: GRIEVANCE PROCEDURE [PER MLA ARTICLE 26]10
ARTICLE 1	3: USE OF BULLETIN BOARDS AND ELECTRONIC
	DEVICES [PER MLA ARTICLE 23]1
ARTICLE 1	
ARTICLE 1	L S
ARTICLE 1	5: WORK STOPPAGES AND EMPLOYER PROTECTION1
ARTICLE 1	
ARTICLE 1	
ARTICLE 1	
ARTICLE 2	
ARTICLE 2	
ADDENDUN	/ A: WAGES:
	ARTICLE 1 ARTICLE 1 ARTICLE 1 ARTICLE 1 ARTICLE 1 ARTICLE 2 ARTICLE 2

Supplemental AAA

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

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

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the 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. If the County and the Union (collectively the "Parties") 17 discover a clerical oversight or a misunderstanding arises due to the Master Labor Agreement, the 18 Parties agree to first meet and discuss the issue prior to filing any grievances or complaints. 19

20

1

2

3

4

5

6

7

8

9

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

21 Section 1. The County recognizes the Union as representing their members whose job
22 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 and those who are not members in good standing on the
effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this
Agreement, become and remain members in good standing in the Union or pay an agency fee to the
union to the extent required by law. 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 1 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain 2 members in good standing in the Union or pay agency fee to the union to the extent required by law; 3 provided, however, that nothing contained in this section shall require an employee to join the Union 4 who can substantiate, that, through bona fide religious tenets or teachings, prohibits the payment of 5 dues or initiation fees to union organizations, in which case the employee shall pay an amount of 6 money equivalent to the regular union dues and initiation fee to a nonreligious charity or to another 7 charitable organization mutually agreed upon by the employee affected and the bargaining 8 representative to which the employee would otherwise pay the dues and initiation fee. The employee 9 shall furnish written proof that such payments have been made. 10

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.

Section 4. Failure to Fulfill Obligations. Failure by an employee to abide by the afore-19 referenced provisions shall constitute cause for discharge of such employee; provided, however, it 20 shall be the responsibility of the Union to notify the Director of the Office of Labor Relations with a 21 copy to the Department of Health (hereinafter "the Department"), in writing when it is seeking 22 discharge of an employee for noncompliance with Section 2 of this Article. When an employee fails 23 to fulfill the union security obligations set forth within this Article, the Union will forward a "Request 24 for Discharge Letter" to the Public Health Human Resources Manager (with copies to the affected 25 employee and the Office of Labor Relations). Accompanying the discharge letter will be a copy of 26 the letter to the employee from the Union explaining the employee's obligation under this Article. 27

28

The contents of the "Request for Discharge Letter" shall specifically request the discharge of

the employee for failure to abide by Section 2 of this Article, but provide the employee and the County with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the Public Health Human Resources Manager shall give notice in writing to the employee, with a copy to the Union and the DES, Human Resources Division, Labor 5 Relations Section, that the employee faces discharge upon the request of the Union at the end of the 6 thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter" and that the 7 employee has an opportunity before the end of said thirty (30)-calendar day period to present to the 8 Public Health Human Resources Manager any information relevant to why the Public Health 9 Department should not act upon the Union's written request for the employee's discharge. 10

In the event the employee has not yet fulfilled the obligation set forth within this Article 11 within the thirty (30)-calendar day period noted in the "Request for Discharge Letter," the Union 12 shall thereafter reaffirm in writing to the Public Health Human Resources Manager with copies to the 13 affected employee and the Office of Labor Relations, its original written request for discharge of such 14 employee. Unless sufficient legal explanation or reason is presented by the employee why discharge 15 is not appropriate or unless the Union rescinds its request for the discharge the County shall, as soon 16 as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the 17 union security obligation within the thirty (30)-calendar day period, the Union shall so notify the 18 Public Health Human Resources Manager in writing, with a copy to the Office of Labor Relations 19 and the affected employee. If the Union has reaffirmed its request for discharge, the Public Health 20 Human Resources Manager shall notify the Union in writing, with a copy to the Director of the 21 Office of Labor Relations and the affected employee, that the Department effectuated, or that the 22 Department has not discharged the employee, setting forth the reasons why it has not done so. 23

24

1

2

3

4

ARTICLE 3: RIGHTS OF MANAGEMENT

Section 1. The management of the County and the direction of the work force are vested 25 exclusively in the County subject to terms of this Agreement. All matters not specifically and 26 expressly covered or treated by the language of this Agreement may be administered for its duration 27 by the County in accordance with such policy or procedures as the County from time to time may 28

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 2. Just Cause Standard. The parties agree the Just Cause Standard shall be defined pursuant to the MLA Article 27.

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

16 ARTICLE 4: HOLIDAY LEAVE

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

17

18

The parties agree paid holiday leave shall be provided pursuant to the MLA Article 10, except as provided below.

19 Section 1. Holiday Premium. Work performed on holidays shall be paid at one and one20 half (1-1/2) times the regular rate in addition to the regular holiday pay.

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

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

Section 2. Employees attending a training seminar/assignment during a holiday shall be compensated at the straight time rate unless a higher rate is required by the Fair Labor Standards Act.

ARTICLE 5: VACATION LEAVE

The parties agree paid vacation leave shall be provided pursuant to the MLA Article 35 and Article 9, except as provided below in Section 1: Vacation Request.

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

ARTICLE 6: SICK LEAVE

12 The parties agree paid sick leave shall be provided pursuant to the MLA Article 34, except as
13 provided below in Section 1: Wellness Incentive.

14 Section 1. Wellness Incentive. Regular, full time employees who have been employed for at
15 least one full calendar year within the bargaining unit who, in the preceding calendar year, use less
16 than thirty-three (33) hours of sick leave may, upon request, convert sixteen (16) hours of unused,
17 accrued sick leave to sixteen (16) hours of vacation leave. In calculating this benefit, disability leave
18 used for on duty injuries or occupational illness will not be counted.

19 ARTICLE 7: OTHER LEAVES

20

1

2

3

4

5

6

7

8

9

10

11

Section 1. 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:

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.

Section 2. Bereavement Leave

The parties agree bereavement leave shall be provided pursuant to the MLA Article 8.

ARTICLE 8: WAGE RATES

1

2

3

4

5

6

7

8

9

10

11

12

13

14

Section 1. Wage Rates. The wage rates for the positions covered by this Agreement shall be as set forth in Addendum A: Wages. The General Wage Increases (GWI) for the term of this Agreement are provided in the MLA and the Total Compensation Agreement (MOA Doc Code 000U0516) and relevant successor Total Compensation Agreements.

Economic and Fiscal Conditions Reopener. The parties agree when significant 15 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to 16 17 reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of 18 more than 7%, in County retail sales as determined by comparing current year to previous year. Data 19 will be derived from Washington State Department of Revenue. By no later than July 30th of each $\mathbf{20}$ 21 year of this agreement, the county will assess whether the economic measurements listed above 22 trigger contract reopeners on COLA for the subsequent year.

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

26 Section 3. Bilingual Premium Pay. Employee(s) who are substantially bilingual and are
27 assigned in writing by management to regularly use their skills in a language other than English in the
28 performance of their work duties will be paid a bilingual premium of \$50 per month. This

assignment will be renewed annually and may be terminated at anytime.

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

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

Section 5. Automatic Step Progression. Employees who were placed at Step 1 of the salary 11 range when hired in a bargaining unit position shall receive an increase to Step 2 upon satisfactory 12 completion of the 6 month probationary period. Employees who were placed at Step 2 or higher 13 when hired may, at the discretion of management and with department approval, receive an increase 14 to the next higher step upon satisfactory completion of the probationary period. Regular, non-15 probationary employees who are not at the top step will receive an increase to the next higher step on 16 the salary range effective January 1st of each year, provided their performance is satisfactory. In 17 2015 and 2016, this provision shall be modified pursuant to the terms and conditions of the 18 Memorandum of Agreement: "Step and Longevity Increase Freeze Agreement to Save Jobs and 19 Services" attached to this Collective Bargaining Agreement as Addendum C. 20

21

1

2

3

4

5

6

7

8

9

ARTICLE 9: HOURS OF WORK

Section 1. Forensic Medicolegal Death Investigator. The work week for employees 22 classified as forensic medicolegal death investigators will consist of: 23

24

A. 4 On 3 Off Workweek - There may be established a workweek comprising of four (4) consecutive workdays of ten (10) consecutive hours each workday exclusive of the meal period. 25 Any established four/ten workweek shall provide for three (3) consecutive days off. 26

27

B. Five (5) consecutive days of eight (8) hours each, exclusive of lunch period,

followed by two (2) days off. 28

1 Section 2. Autopsy Technician Hours. The work week for autopsy technicians will consist of five (5) consecutive days of eight (8) hours each, exclusive of lunch period, followed by two (2) 2 consecutive days off or a schedule which requires that employees rotate their schedules so that one 3 4 employee will work on Saturday.

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

6

7

Section 4. Work Schedule and Starting Times. The establishment of reasonable work 8 schedules and starting times is vested solely within the purview of division management and may be 9 changed from time to time provided a two (2) week prior notice of change is given. 10

11 Section 5. Employee Scheduling Committees. A scheduling committee may assist in 12 developing schedules by providing recommendations to management. The committee should consider principally the operating needs of the program. The needs of the community and individual 13 employees, including seniority status, should be considered so long as the program needs are met. 14 Management reserves the right to adjust the personnel, schedule and shifts as it deems necessary and 15 16 is not required to accept a committee's recommendations.

17 Section 6. Alternative Schedules. Alternative schedules may be mutually agreed upon by 18 an employee and management consistent with the provisions of this agreement.

19 Section 7. Public Health Emergencies. Public Health has important roles and functions it 20 must perform during various disasters and emergencies. During those times, management retains the 21 right to alter work schedules and approved leaves without prior notice.

22 Section 8. Shift Trades. Shift changes in scheduled shifts may be exchanged within the same pay period on an equal basis between the two employees within the same job classification, 23 24 subject to written approval of management. Shift trade requests must be submitted in writing using the Shift Trade Request Form two weeks before the pay period of the requested trade begins and 25 26 signed by management in advance. Such shift trades are permitted on the conditions the trade is shift 27 for shift, not hour for hour; pay will be based on the normal shift. Shift differentials and premium payments will be paid to the employee who is normally assigned to the shift, not to the employee 28

covering the shift through a trade. Any overtime will be computed based on the hours of the normal shift. When the trade occurs on a holiday, the employee actually working the holiday will be compensated. Trading of a traded shift is not permitted.

ARTICLE 10: OVERTIME

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

Section 1. Five Day Schedule. 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) hours in one day (exclusive of lunch) or forty (40) hours in one week exclusive of lunch period.

Section 2. Four Days on Three Days off Schedule. Employees on a work schedule other than five days shall be paid for all hours worked in excess of the scheduled shift of at least eight hours. 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) hours in one day or of 40 hours in a week (exclusive of lunch period).

Section 3. 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 minutes past the hour shall be paid for at 18/60ths times the overtime (time and one half) 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. Callback. Persons called back to work will be compensated a minimum of four (4) hours for each instance at the overtime rate. In those circumstances where an employee is asked 20 to report for work four (4) or fewer hours prior to the beginning of his/her regular starting time, this 21 time will not be considered a callback. 22

Section 5. Authorization. All overtime shall be authorized in advance by the Chief Medical 23 Examiner or his/her designee in writing, except in emergencies. Saturday and Sunday work is not 24 overtime when it is a regularly scheduled work day. 25

Section 6. Off-duty Court Time. Off-duty court time shall be compensated at time and one-26 half when such court time has been approved to be necessary by the Chief Medical Examiner or 27 his/her designee. Off duty court time occurring on a regularly scheduled day off shall be 28

compensated at a minimum of two (2) hours and shall include travel time to and from the employee's
 residence via the most direct route and any time necessary to secure evidence or other material
 necessary for the court appearance.

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

9 Section 8. Compensatory Time. Overtime may be compensated by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided employee requests 10 compensatory time accrual in advance and the supervisor approves. Employees may not have a 11 12 balance of more than forty (40) hours of compensatory time. All compensatory time not used by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work demands 13 of the position, the employee may request and the Chief Medical Examiner may approve the 14 carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory 15 time accrual will be approved for the last pay period of a calendar year (December 16 through 16 December 31). Use of compensatory time off must be approved in advance as for vacation leave. 17

18

4

5

6

7

8

ARTICLE 11: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE

Health benefits shall be provided in accordance with the MLA Article 25 and the Total
Compensation Agreement, and all respective successor Agreements.

21

ARTICLE 12: GRIEVANCE PROCEDURE

The parties agree the dispute resolution/grievance process shall be provided pursuant to the
MLA Article 26.

Section 1. Unfair Labor Practice(s) Resolution. The parties agree that thirty (30) days
prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
relief for the alleged Unfair Labor Practice.

1 2

3

4

5

6

7

8

9

10

11

12

13

14

15

ARTICLE 13: USE OF BULLETIN BOARDS AND ELECTRONIC DEVICES

The parties agree the use of County Bulletin Boards & Electronic Devices shall be provided pursuant to the MLA Article 23.

ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

The County 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.

ARTICLE 15: SAVINGS CLAUSE

The parties agree the Savings Clause shall be provided pursuant to the MLA Article 30.

16 ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The County and the Union agree that the public interest requires efficient and 17 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or 18 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone 19 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned 20 duties, sick leave absence which is not bonafide, or other interference with County functions by 21 employees under this Agreement and should same occur, the Union agrees to take appropriate steps 22 to end such interference. Any concerted action by any employees in any bargaining unit shall be 23 deemed a work stoppage if any of the above activities have occurred. 24

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.

ARTICLE 17: WAIVER CLAUSE

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

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

ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRES

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

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

23

24

28

1

2

3

4

5

6

7

8

9

10

11

14

1.) Accept elimination

2.) Accept vacant bargaining unit position, if qualified

25 3.) Displace the least senior career service bargaining unit employee in the affected
26 classification or displace the least senior career service bargaining unit employee in another
27 classification within the affected classification series.

Section 3. Employees laid off shall be recalled in the inverse order of layoff; namely, those

|| laid off last will be recalled first.

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

ARTICLE 19: MISCELLANEOUS

Section 1. Union Leave. The parties agree union leave shall be pursuant to MLA Article 22.
Section 2. The parties agree transportation benefits shall be pursuant to MLA Article 38.
Section 3. The parties agree reimbursement for personal transportation shall be pursuant to MLA Article 24.

Section 4. Dress Code. All Employees shall be provided a standard uniform which shall be
worn during all hours of work, unless an exception is approved in writing by the Chief Medical
Examiner or his/her designee. Each employee will initially be issued a uniform. The County will
purchase and replace these items. Clothing provided by the County will be cleaned and laundered by
the County. Health and safety are important reasons for this uniform policy. The County will
provide appropriate footwear. Specialists will receive protective clothing as determined by
management. Autopsy Assistants shall be provided with uniforms and with replacement shoes as
needed.

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

25 Section 6. Transit Pass. All regular employees covered by this Agreement will receive a
26 transit pass as provided in County ordinance.

27 Section 7. Identification and badges. Employees will display only County issued
28 identification.

1

Section 8. Tools and Equipment. All tools and equipment will be provided by the County. Only County provided tools and equipment will be used.

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

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

Section 11. Professional Licenses or Certifications. All employees covered by this 14 contract at the time of ratification and who become registered by the American Board of Medicolegal 15 Death Investigators (ABMDI) within the life of this agreement, will be awarded a one-time \$200 16 bonus. In addition, upon passing the examination, the employee will be reimbursed for the 17 application fee, examination fee and reasonable travel expenses to the nearest examination location in 18 a calendar year. All employees who become Board Certified by the ABMDI will be reimbursed for 19 one application and one examination fee upon passing the examination. For all employees registered 20 or certified by ABMDI, the County will bear the annual maintenance cost of their ABMDI 21 registration/certification. 22

23

1

2

3

4

5

6

7

8

9

10

11

ARTICLE 20: LABOR MANAGEMENT COMMITTEE

A labor-management committee (LMC) will be created to keep lines of communication open 24 and resolve issues at their earliest stages. Issues such as grievances, unfair labor practices and 25 litigation will be excluded from consideration by the LMC. In the event that an issue rises to the 26 level of a negotiation, it will be referred by mutual agreement to a negotiation process. No binding 27 agreements, including but not limited to memorandums of understanding, side letters, etc., involving 28

entered into with the bargaining representatives of employees of King County without the							
authorization of the King County Office of Labor Relations Director or his/her designee.							
		ч <u>л</u>					

ARTICLE 21: DURATION
The parties agree the duration shall be pursuant to MLA Article 31.
15
APPROVED this day of MARCH_, 2018.
By: Dow Const
King County Executive
SIGNATORY ORGANIZATION:
Suzette Dickerson Staff Representative
Washington State Council of County and City Employees, Council 2, Local 1652

cba Code: 260

1

2

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	53
3431100	345201	Forensic Medicolegal Death Investigator I	54
3431200	345701	Forensic Medicolegal Death Investigator II	55
3431300	345801	Forensic Medicolegal Death Investigator - Lead	56
3423100	341403	Health Program Assistant I	41
3423200	341503	Health Program Assistant II	45

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

27

28

26