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

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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: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in 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 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 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain

members in good standing in the Union or pay agency fee to the union to the extent required by law; 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.

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

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 Relations Section, that the employee faces discharge upon the request of the Union at the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30)-calendar day period to present to the Public Health Human Resources Manager any information relevant to why the Public Health Department should not act upon the Union's written request for the employee's discharge.

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

ARTICLE 3: RIGHTS OF MANAGEMENT

Section 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 2. Just Cause Standard. Employees (excluding temporary, term limited and probationary employees) will be disciplined only for just cause. The County will utilize a system of Progressive Discipline as contained in the Personnel Guidelines.

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

Section 4. Payroll Reopener Language. The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

ARTICLE 4: HOLIDAYS

Section 1. All leave eligible employees shall be granted the following holidays with pay in accordance with King County Code 3.12.230 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	Fourth Friday in November
Christmas Day	December 25th

If the King County Executive or Council determines any additional holiday, all leave eligible employees shall be granted those holidays as well. In addition, all leave eligible employees will be granted two personal holidays to be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year. 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.

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.

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

Section 3. 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: VACATIONS

Section 1. All leave eligible employees shall be granted the following vacation benefits in accordance with King County Code 3.12.190, as amended, which currently lists the following:

Full Years of Service Annual Leave in Days		
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

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 except as provided in Article 7, Section 4.

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

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

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

Section 6. Career service employees, provisional, probationary and term-limited temporary employees, shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of county service, and if they leave county employment prior to successfully completing their first six months of county service, shall forfeit and not be paid for accrued vacation leave.

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

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

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

Section 9. 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. For example, a vacation for March 2009 requested in November 2008 would be awarded by seniority; if it was requested during December 2008 or January 2009, it would be awarded on a first-come, first-serve basis.

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

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

Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. In order to be eligible for carryover of vacation leave beyond the maximum accrual, an employee must have made a request to use vacation leave during the calendar year, and the appointing authority must have disapproved such request. In order to be eligible for carryover of excess vacation leave, a written plan must be developed and approved by the employee and appointing authority. This plan must outline how the excess vacation will be used in the next year. The Human Resources Division of the Department of Executive Services as well as the appointing authority must approve all requests for carryover of vacation. Employees may accrue up to 480 hours of vacation.

ARTICLE 6: SICK LEAVE

Section 1. Definitions.

A. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (1) Under eighteen years of age; or (2) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

B. Grandparent means a parent of a parent of an employee.

C. Parent means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

D. "Parent-in-law" means a parent of the spouse or domestic partner of an employee.

E. "Spouse" or "Domestic partner" means the partner of an employee, whether same or different gender.

Section 2. Accrual Rate. Every leave eligible employee shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status exclusive of overtime up to a maximum of 8 hours per month. Employees shall accrue sick leave from their date of hire in a leave eligible position.

Section 3. Family Medical Leave. Employees are eligible for King County Family medical leave as provided in King County Code Section 3.12.220, or otherwise provided by law.

Section 4. Every leave employee shall receive sick leave benefits proportionate to the employee's regular workweek. For example: If a part-time employee normally works twenty hours per week and the department's normal work week is forty hours, the employee will receive one half of sick leave benefits for the month.

Section 5. After six months of service a leave eligible employee may, at her/his Chief Medical Examiner's discretion, be permitted to use her/his accrued vacation hours as an essential extension of sick leave.

Section 6. An employee is not entitled to sick leave if not previously earned.

Section 7. Sick leave may be used in one-half hour increments.

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

Section 9. Accrued sick leave may be used as provided by law, for the following reasons:

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

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

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

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

3. Exposure to contagious diseases and resulting quarantine.

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

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

6. Pursuant to RCW 49.12.270, accrued sick leave may be used to care for: A child of the employee who has a health condition that requires treatment or supervision; a spouse, domestic partner, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an emergency condition.

Section 10. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the commencement of the employee's shift shall be grounds for disciplinary action.

Section 11. Up to one eight hour day of sick leave may be used by an employee for the purpose of being present at the birth of his/her child, as provided by law.

Section 12. An employee who has exhausted all of his/her sick leave may use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by the department Director or designee.

Section 13. Department management is responsible for the proper administration of the sick leave benefit.

Section 14. Separation from King County employment, except by retirement, death or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two years, accrued sick leave shall be restored.

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

Section 16. Employees injured on the job cannot simultaneously collect sick leave and

workers compensation payments greater than net pay of the employee. County policy may allow for payments equal to net regular pay of employees qualifying under workers compensation.

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

ARTICLE 7: OTHER LEAVES

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:

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.

Section 2. 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 against the employee's leave balance.

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

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

Section 3. Donated leave.

Employees may share leave with other County employees in accordance with King County Code section 3.12.223.

A. Vacation leave donation.

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

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

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

B. Sick leave hours.

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

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

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

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

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

Section 4. Family Care Leave

Pursuant to RCW 49.12.270, paid time off including vacation or personal holidays - at the

employee's discretion - may be used to care for: A child of the employee who has a health condition that requires treatment or supervision; a spouse, domestic partner, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an emergency condition.

ARTICLE 8: WAGE RATES

Section 1. Wage Rates.

2015 - Effective January 1, 2015, employees' rates of pay shall be increased by 2.00% for a Cost-of-Living Allowance (COLA) pursuant to the Total Compensation Agreement.

2016 - Effective January 1, 2016, employees' rates of pay shall be increased by 2.25% for a Cost-of-Living Allowance (COLA) pursuant to the Total Compensation Agreement.

Total Compensation Agreement. Upon full ratification of the Memorandum of Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And Cost-of-Living Wage Adjustments For King County Coalition of Labor Unions Bargaining Unit Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Addendum B.

Economic and Fiscal Conditions Reopener. The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to 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 more than 7%, in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

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

Section 3. Bilingual Premium Pay. Employee(s) who are substantially bilingual and are assigned in writing by management to regularly use their skills in a language other than English in the 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 will receive pay at the regular rate.

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

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

ARTICLE 9: HOURS OF WORK

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

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. Any established four/ten workweek shall provide for three (3) consecutive days off.

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

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) consecutive days off or a schedule which requires that employees rotate their schedules so that one employee will work on Saturday.

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.

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

Section 5. Employee Scheduling Committees. A scheduling committee may assist in 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 employees, including seniority status, should be considered so long as the program needs are met. Management reserves the right to adjust the personnel, schedule and shifts as it deems necessary and is not required to accept a committee's recommendations.

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

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

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, 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 signed by management in advance. Such shift trades are permitted on the conditions the trade is shift

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 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

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 to report for work four (4) or fewer hours prior to the beginning of his/her regular starting time, this time will not be considered a callback.

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

Section 6. Off-duty Court Time. Off-duty court time shall be compensated at time and one-

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

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 compensatory time accrual in advance and the supervisor approves. Employees may not have a 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 of the position, the employee may request and the Chief Medical Examiner may approve the carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory time accrual will be approved for the last pay period of a calendar year (December 16 through December 31). Use of compensatory time off must be approved in advance as for vacation leave.

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE

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

ARTICLE 12: DISPUTE RESOLUTION 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.

A grievance concerning the discipline or discharge of a career service non-probationary employee may be presented through this grievance procedure; provided, however, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the applicable personnel systems, such as the County Personnel Board. Under no circumstances may an employee use both the contract grievance procedure and a personnel system appeal, including the Personnel Board, relative to the same disciplinary action.

Probationary, term-limited, part-time and temporary employees shall not have the right to pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise provided in Section 12.2.

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 or designee'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 Office of Labor Relations Director/Designee as well as the Department Labor Relations Manager.

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

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

Step 4. If the response at Step 3 does not satisfactorily resolve the grievance, the Union representative shall then present the grievance to the Office of Labor Relations Director/Designee. The Labor Relations Director or designee, after investigation, will respond in writing within ten working days to the Union representative and the Department Labor Relations Supervisor.

Step 5. Should the grievance not be resolved at Step 4 the Union may, within thirty

(30) days of the response at Step 4, request arbitration and must specify the exact question which it wishes arbitrated. The Union and the Director of the Office of Labor Relations shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

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

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

Section 2.4 Mediation. At any step in the procedure, the parties may agree to select a neutral third party to serve as mediator. If mediation is attempted after Step 4 and is not successful, arbitration may be requested as provided above, within thirty days after the mediator or one of the parties declares impasse. Nothing said or done by the parties or the mediator during the grievance mediations session(s) shall be admissible during the arbitration proceedings.

Section 2.5 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.

ARTICLE 13: BULLETIN BOARDS

The County 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.

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

Should any part hereof or any provision herein contained be rendered or declared invalid by

reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The County 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.

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.

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

1.) Accept elimination

2.) Accept vacant bargaining unit position, if qualified

3.) Displace the least senior career service bargaining unit employee in the affected classification or displace the least senior career service bargaining unit employee in another 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. An employee elected or appointed to office in the Union which requires a part or all of his/her time may, at the discretion of the Chief Medical Examiner, be given

leave of absence up to one (1) year without pay upon application.

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

Section 3. 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 4. 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.

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

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

Section 7. Tools and Equipment. All tools and equipment will be provided by the County. Only County provided tools and equipment will be used.

Section 8. 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 9. 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 designee.

Section 10. Professional Licenses or Certifications. All employees covered by this contract at the time of ratification and who become registered by the American Board of Medicolegal Death Investigators (ABMDI) within the life of this agreement, will be awarded a one-time $200 bonus. In addition, upon passing the examination, the employee will be reimbursed for the application fee, examination fee and reasonable travel expenses to the nearest examination location in a calendar year. All employees who become Board Certified by the ABMDI will be reimbursed for one application and one examination fee upon passing the examination. For all employees registered or certified by ABMDI, the County will bear the annual maintenance cost of their ABMDI 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 and litigation 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 Office of Labor Relations Director or his/her designee.

ARTICLE 21: DURATION

This Agreement shall become effective when ratified by the parties unless a different effective date is specified, and covers the period of January 1, 2015 through December 31, 2016. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31, 2016.

APPROVED this 17th day of August, 2015.

By: _____

King County Executive

_____

WASHINGTON STATE COUNCIL OF

COUNTY AND CITY EMPLOYEES, AFL-CIO

_____

PRESIDENT OF LOCAL 1652

cba Code: 260 Union Code: M1

ADDENDUM A

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

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county's high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero ("0") cost-of-living adjustment (COLA) Agreement intended to address the county's budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating "sound financial management" as well as by recognizing King County employees, the county's "most valued resource," in working with King County to meet the challenges that will be presented during the term of this Agreement.

ADDENDUM B

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of $500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;

2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;

3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;

4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and

5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:

P. Cole-Tindall — 8-22-14

Patti Cole-Tindall, Director — Date
Office of Labor Relations
King County Executive Office

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS

ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Labor Organization: Washington State Council of County and City Employees, Council 2

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community & Human Services
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
276	WSCCCE, Council 2, Local 2084-S	Department of Adult & Juvenile Detention (Juvenile Detention Division Supervisors)
458	WSCCCE, Council 2, Local 2084-SC	Superior Court - Family Court Operations; Court Appointed Special Advocates Specialists and Attorneys (CASA)
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)

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

Chris Dugovich
President/Executive Director

8/20/14
Date

ADDENDUM B
ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

ADDENDUM B
ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM B
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5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

ADDENDUM B
ADDENDUM A

6. This Agreement shall remain in effect through December 31, 2013.

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson, Secretary-Treasurer — Date: 4/25/11

For Office & Professional Employees International Union, Local 8:

Amanda Saylor, Union Representative — Date: 4/25/11

For Professional and Technical Employees, Local 17:

Behnaz Nelson, Union Representative — Date: 4/26/11

Janet Parks, Union Representative — Date: 4/25/11

For Public Safety Employees Union:

Dustin Frederick, Business Manager — Date: 4/25/11

For Technical Employees Association:

Ade Franklin, President — Date: 4.27.11

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

Diana Prenguber, Staff Representative — Date: 4-25-11

For King County:

James J. Johnson, Labor Negotiator III — Date: 4/28/11

ADDENDUM B
ADDENDUM A
EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.

2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.

3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.

4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.

5. **Scope of Classifications.** Administrative Support classifications, including the following:

   Fiscal Specialist 1-4
   Administrative Specialist 1-4
   Customers Service Specialist 1-4
   Technical Information Processing Specialist 1-4
   Administrative Office Assistant
   Medical Application Specialist (Health)
   Administrative Specialist Supervisor (Health)
   Administrative Staff Assistant
   ~~Application Worker/ Social Services Specialist~~

   and any other classification that the parties may agree to include during the course of negotiations.

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**

A. Lead Negotiators. The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

B. Table Composition. Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

C. Dates. The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

D. Location. Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.

   a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
   b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
   c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

ADDENDUM B
ADDENDUM A

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

KING COUNTY

Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION

Roger Browne, President

IFPTE, LOCAL 17

Janet Parks, Union Representative

WSCCCE, Council 2

Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick, Business Manager

ADDENDUM C

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 1652

Subject: Step and Longevity Increase Freeze Agreement to Save Jobs and Services

PREAMBLE

WHEREAS, Public Health is experiencing a structural budget gap with a projected multi-million dollar deficit over the next few years with significant potential impacts to jobs and services;

WHEREAS, the Parties have a shared interest to preserve jobs and critical services when sustainable funding is made available;

WHEREAS, the Washington State Council of County and City Employees, Council 2, Local 1652 and King County have a history of working collaboratively to address serious budget challenges faced by King County and Public Health;

WHEREAS, the partnership between the Washington State Council of County and City Employees, Council 2, Local 1652 and King County have resulted in numerous agreements over the years including: implementation of LEAN proposals; unpaid furloughs; Cost-of-Living Adjustment (COLA) Agreements; countywide coalition bargaining agreements; and effective use of Labor Management Committees and Alternative Dispute Resolution to reach collaborative resolutions to problems.

AGREEMENT

King County (the County) and the Washington State Council of County and City Employees, Council 2, Local 1652 (the Union) agree as follows:

1. Union bargaining unit members (Union Members) in Community Health Services, Prevention, Administrative Services, and Jail Health Services shall not receive a step increase for 2015 and 2016. Any cost-savings from Union Members covered by the Agreement will be used to support critical Public Health clinics, services, and regional programs.

2. Union Members in Community Health Services, Prevention, Administrative Services, and Jail Health Services shall not receive an increase to longevity pay for 2015 and 2016. Any

cost-savings from Union Members covered by the Agreement will be used to support critical Public Health clinics, services, and regional programs.

3. The 2015 and 2016 Merit and Step/Longevity Increase Freeze shall apply to all non-represented positions in Community Health Services, Prevention, Administrative Services, and Jail Health Services if the unions that represent the majority of employees in these divisions ratify their respective Step and Longevity Freeze Agreements.

4. The County will commit to save at least one (1) Public Health clinic proposed to be closed under the baseline scenario if unions that represent the majority of employees in Community Health Services, Prevention, Administrative Services, and Jail Health Services ratify their respective Step and Longevity Freeze Agreements. If additional Public Health funding is available, the County will strive to preserve critical clinic services and programs where feasible.

5. If by December 31, 2015, the County is able to secure sufficient additional funding to fully support clinics and programs operating at that time from other sources, the Merit and Step/Longevity Freeze for the year 2016 shall be rescinded effective January 2016.

The terms of this Agreement shall not apply if the Unions that represent the majority of employees in Community Health Services, Prevention, and the Administrative Services do not ratify their respective Step/Longevity Freeze Agreements.

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

Diana Prenguber — 9-24-14

Diana Prenguber
Staff Representative

Date

For King County:

9/24/14

Andre Chevalier
Labor Negotiator
Office of Labor Relations
King County Executive Office

Date