

AGREEMENT
BETWEEN
KING COUNTY
and
WASHINGTON STATE NURSES ASSOCIATION
SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH - SEATTLE & KING COUNTY AND DEPARTMENT OF ADULT
AND JUVENILE DETENTION

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4
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8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE3

ARTICLE 2: NONDISCRIMINATION4

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES4

ARTICLE 4: MANAGEMENT RIGHTS7

ARTICLE 5: CONFERENCE COMMITTEE8

ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION8

ARTICLE 7: HEALTH AND INSURANCE BENEFITS12

ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS12

ARTICLE 9: MILEAGE AND PARKING13

ARTICLE 10: HOURS OF WORK AND OVERTIME13

ARTICLE 11: HIRING, TRANSFERS, AND STEP PLACEMENT22

ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE22

ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION25

ARTICLE 14: SPECIAL DUTY25

ARTICLE 15: HOLIDAYS29

ARTICLE 16: VACATION LEAVE31

ARTICLE 17: SICK LEAVE36

ARTICLE 18: FAMILY AND MEDICAL LEAVE36

ARTICLE 19: PARENTAL LEAVE39

ARTICLE 20: DOMESTIC VIOLENCE LEAVE40

ARTICLE 21: DONATED LEAVE41

1	ARTICLE 22: BEREAVEMENT LEAVE	44
2	ARTICLE 23: CONTINUING EDUCATION DEVELOPMENT.....	44
3	ARTICLE 24: MILITARY LEAVE	45
4	ARTICLE 25: JURY DUTY LEAVE.....	46
5	ARTICLE 26: EXECUTIVE LEAVE	46
6	ARTICLE 27: UNPAID LEAVES OF ABSENCE	46
7	ARTICLE 28: SAFETY STANDARDS.....	47
8	ARTICLE 29: REDUCTION IN FORCE, LAYOFF, RECALL.....	47
9	ARTICLE 30: GRIEVANCE PROCEDURE	52
10	ARTICLE 31: WAIVER CLAUSE	57
11	ARTICLE 32: WORK STOPPAGES	57
12	ARTICLE 33: SAVINGS CLAUSE	57
13	ARTICLE 34: DEFINITIONS	58
14	ARTICLE 35: TERM OF AGREEMENT	60

15
16
17
18
19
20
21
22
23
24
25
26
27
28

ADDENDUM A: JOB CLASSIFICATION WAGE RATES
ADDENDUM B: ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES
ADDENDUM C: EMPLOYEE PERSONAL VEHICLE PARKING RATES - GOAT HILL GARAGE AND KING STREET CENTER

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These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the County) and the Washington State Nurses Association (hereinafter referred to as the Association) for all employees in the Department of Public Health - Seattle and King County and Department of Adult and Juvenile Detention (hereinafter referred to as County or the Department), defined by the classifications listed in Addendum A of this Agreement. This Agreement shall be subject to approval by Ordinance by the King County Council.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Seattle-King County Department of Public Health and the Department of Adult and Juvenile Detention 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 the County to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters. The objective of this Agreement is to promote cooperation between the County and its employees. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

1 **ARTICLE 2: NONDISCRIMINATION**

2 **Section 2.1 Gender-Neutral Language.** Whenever words denoting gender are used in
3 this Agreement, they are intended to apply equally to any gender.

4 **Section 2.2 Non-discrimination.** The County and the Association further agree that they
5 will not discriminate against any nurse by reason of race, color, age, sex, marital status,
6 pregnancy, sexual orientation, gender, gender identity or expression, genetic information,
7 political ideology, creed, religion, ancestry, national origin, veteran's status or the presence of
8 any sensory, mental or physical disability, use of service animal, unless based on a bona fide
9 occupational qualification reasonably necessary to the normal operation of the County.

10 **Section 2.3 Avenue of Redress.** Complaints or charges under this Article shall only be
11 pursued through appropriate equal employment opportunity agencies or through reporting a
12 complaint to the Human Resources Manager or the Equity Workforce Manager pursuant to the
13 King County Nondiscrimination, Anti-Harassment & Inappropriate Conduct Policy, which can
14 be found on the Department of Human Resources website

15 **ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES**

16 **Section 3.1. Bargaining Unit.** The County hereby recognizes the Association as the
17 exclusive collective bargaining representative for the purposes stated in RCW 41.56 of all
18 employees employed within the bargaining unit defined by the classifications listed in
19 Addendum A to this Agreement. This shall include all employment position types used by the
20 County (e.g., Career Service, Term-Limited Temporary, and Short-Term Temporary).

21 **Section 3.2. Association Membership.** All employees covered under the terms of this
22 Agreement may voluntarily join the Association as a member. The County agrees that the
23 Association has the right to encourage all employees in the bargaining unit to become and
24 remain members in good standing of the Association, and the Association accepts its
25 responsibility to fairly represent all employees in the bargaining unit regardless of membership
26 status. Neither party shall discriminate against any employee or applicant for employment on
27 account of membership in or non-membership in any union or other employee organization.

28 **Section 3.3. Payroll Deduction.** Upon receipt of a written authorization individually
signed by an employee voluntarily, the County shall deduct from the pay of such employee who
has so authorized it the amount of dues and initiation fee or representational fees as certified by
the Association and transmit the same to the Association by the tenth (10th) of the month

1 following the payroll deduction date. The information will be provided in Excel, CSV or Tab
2 Delimited format.

3 The County will refer all employee inquiries regarding dues deduction revocation to the
4 Association. Employees may revoke their authorization for dues payroll deductions by written
5 notice to the Association in accordance with the terms and conditions of their dues authorization
6 form. Every effort will be made to discontinue dues payroll deductions not later than the second
7 payroll period after the County receives written confirmation from the Association that the terms
8 of an employee's authorization regarding dues deduction revocation have been met.

9 The Association will indemnify, defend and hold the County harmless against any claims
10 made and against any suit instituted against the County on account of any deduction of dues for
11 the Association. The Association agrees to refund to the County any amounts paid to it in error
12 on account of the deduction provision upon presentation of proper evidence thereof.

13 **Section 3.4. Non-discrimination.** No employee shall be discriminated against for any
14 lawful Association activity, including serving on an Association committee or as local unit
15 chairperson outside of scheduled working hours.

16 **Section 3.5. Visitation.** A representative of the Association may, after notifying the
17 Department Official in charge who is outside of the bargaining unit, visit the work location of
18 employees covered by this Agreement at any reasonable time for the purpose of investigating
19 grievances. Such Association representative shall limit their activities during such investigation
20 to matters relating to this Agreement. Department work hours shall not be used by employees or
21 the Representative of the Association for the conduct of Association business or the promotion of
22 Association affairs.

23 **Section 3.6. Bargaining Unit Roster.** On a quarterly basis (i.e. during the months of
24 January, April, July, and October) King County payroll will provide the Association a complete
25 list of employees covered by this Agreement. The list will include first name, last name, job
26 classification, FTE status, rate of pay, adjusted service date, home address, and telephone
27 number for each employee. The information will be provided in Microsoft Excel, CSV, or Tab
28 Delimited format.

In addition, the County will provide a monthly roster list of new hires into the bargaining
unit, and also a list of terminations. The monthly roster list of new hires shall include first name,
last name, work email address, job classification, department, division, FTE status, and rate of

1 pay. The information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

2 **Section 3.7. New Employee Orientation.** The local Association unit chairperson or
3 designee will be allowed to meet during working hours for up to 30 minutes with a newly hired
4 bargaining unit employee within the new employee's (90) calendar days of employment per
5 requirements in 41.56.037, to provide information on the Association and the contract. Upon
6 request by the Association, the County will allow a new employee time to meet with an
7 Association representative within the first (12) calendar days of employment.

8 **Section 3.8. Paid Status for Negotiation Team Members.** Each employee who
9 participates in bargaining as part of the WSNA bargaining team during the respective
10 employee's work hours shall remain on County paid status for no more than one hundred fifty
11 (150) hours of County paid release time for the bargaining sessions resulting in a labor
12 agreement. If negotiations exceed one hundred fifty (150) hours, WSNA will be responsible for
13 requesting additional paid status hours for its negotiation team members employed by the
14 County.

15 **Section 3.9. Public Records Requests.** When documents in an individual employee's
16 personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records
17 request, the County will provide the employee notice of the request in advance of the release
18 date. If the County receives a public records request for personal information for the entire
19 membership of the Association working for the County, the County shall notify the Association
20 as soon as possible, and if possible, prior to the release of the information.

21 In response to a public records request made pursuant to RCW 42.56 for employee
22 information, in accordance with RCW 42.56.250, the County will not release any information
23 from personnel records and or public employment related records identified in RCW 42.56.250
24 about any employee including their residential address, residential phone numbers, personal
25 phone numbers, personal email addresses, social security numbers, driver's license in response to
26 a public records request.

27 **Section 3.10. Bulletin Boards.** The County agrees to provide bulletin boards in areas
28 accessible to the members for the use of Association officers and stewards to post announcement
of meetings, election of officers, and any other Association materials. No materials of a political
nature can be posted. Information concerning union elections are not considered political in
nature for purpose of this Section.

1 **Section 3.11. Electronic Devices.** The County will permit the Association officers and
2 stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and
3 similar equipment to communicate regarding Union business related to King County. These
4 communications will be consistent with state law and the County's Acceptable Use of
5 Information Assets Policy. The communications and the use of the County's equipment and
6 systems must be brief in duration and frequency. In no circumstance shall use of the County's
7 equipment or systems interfere with County operations or result in additional expense to the
8 County. The parties understand and agree there is no guarantee of privacy in the
9 communications described herein and that such communications may be subject to disclosure
10 under the Public Records Act.

11 **ARTICLE 4: MANAGEMENT RIGHTS**

12 **Section 4.1.** The Association recognizes the prerogatives of the County to operate and
13 manage its affairs in all respects in accordance with its responsibilities and powers of authority
14 and to direct the workforce except as may be limited by the express provisions of this
15 Agreement. Such functions of the County include, but are not limited to, determining the
16 mission, budget, organization, number of employees; recruiting, examining, evaluating,
17 promoting, training, transferring employees consistent with Article 11, and determining the time
18 and methods of such action; disciplining, suspending, demoting, or dismissing regular employees
19 for just cause; assigning and directing the work force; developing and modifying employee
20 classifications; determining the method, materials, and tools to accomplish the work; establishing
21 reasonable work rules; establishing the hours of work and changing work schedules consistent
22 with Article 10; determining work locations; and the right to take whatever actions may be
23 necessary to carry out the Department's mission in case of emergency. The County agrees to
24 discharge any notice or bargaining obligations to the extent required by law.

25 **Section 4.2.** Delivery of services in the most efficient, effective and courteous manner is
26 of paramount importance. As a consequence, the parties hereby recognize the Health
27 Department's right to determine the methods, processes and means of providing service, the
28 rights to increase or diminish operations, in whole or in part, the right to increase, diminish or
change department equipment, including the introduction of any and all new, improved or
automated methods or equipment, the assignment of employees to specific jobs, the
determination of job content and/or job duties and the combination or consolidation of jobs.

1 **Section 4.3.** The Association recognizes the County’s right to establish and/or revise
2 performance standards. Such standards may be used to determine acceptable performance levels
3 and to measure the performance of each employee against the standards. In establishing new
4 and/or revising existing performance standards, the County shall provide notice to the
5 Association prior to implementation.

6 **ARTICLE 5: CONFERENCE COMMITTEE**

7 The County jointly with the elected representative of the Association covered by
8 Addendum A of this Agreement shall establish a Supervisors’ Conference Committee
9 (“Conference Committee”) to assist with mutual problems regarding supervisory issues, and for
10 the purpose of discussing and facilitating the resolution of all problems which may arise between
11 the parties other than those for which another procedure is provided by law or by other
12 provisions of this Agreement.

13 The function of the Conference Committee shall be limited to an advisory rather than a
14 decision-making capacity. Such Committee shall meet as mutually agreed, and shall consist of
15 representatives of the County and up to three employee representatives (excludes the WSNA
16 representative). The Association representatives may attend meetings upon invitation or after
17 giving prior notification to the Committee. When an issue is presented by the employee
18 representatives at a Conference Committee, and the issue is not resolved or has not been
19 addressed to the satisfaction of the Association within thirty (30) calendar days, the Association
20 may reduce the substance of the issue to writing indicating that it had been discussed in the
21 Committee, and thereafter forward the issue to the relevant Department Director and Chief Nurse
22 Officer. After review by the relevant Director and Chief Nurse Officer, the Nursing Office shall
23 offer a response in writing to the issue raised by the Association within thirty (30) calendar days
24 clarifying the position of the Department relative to the issue raised.

25 **ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION**

26 **Section 6.1. Classification Wage Rates.** The classifications of employees covered under
27 this Agreement and the corresponding rates of pay are set forth in Addendum A which is
28 attached hereto and made a part of this Agreement.

Section 6.2. 2021 General Wage Increase (GWI). Effective January 1, 2021, the
classification wages listed in Addendum A shall be increased by 1%.

6.2.1. Ratification Incentive. Upon County implementation of this Agreement,

1 employees in Career Service positions that were in paid status on the date of Union ratification of
2 this Agreement shall receive a one-time payment of \$500.00. Upon County implementation of
3 this Agreement, employees in term-limited temporary positions that were in paid status on the
4 date of Union ratification of this Agreement shall receive a one-time payment of \$250.00.

5 **Section 6.3. 2022 General Wage Increase (GWI).** Effective January 1, 2022, the
6 classification wages listed in Addendum A shall be increased by 2%.

7 **Section 6.4. Wage Step Increases & Merit Pay Plan Eligibility.** FLSA Exempt
8 employees are eligible to receive merit pay step increases pursuant to the King County Merit Pay
9 Plan for the duration of this Agreement, except that employees shall not be eligible for above-
10 top-step merit pay.

11 **Section 6.5. Longevity Premium.** Full-time Career Service and part-time Career
12 Service employees shall receive the following longevity premiums based upon their length of
13 service with the Department:

14	after 8 years (96 months) of service	2% above the employee's Step
15	after 10 years (120 months) of service	3% above the employee's Step
16	after 12 years (144 months) of service	4% above the employee's Step
17	after 15 years (180 months) of service	5% above the employee's Step
18	after 17 years (204 months) of service	6% above the employee's Step
19	after 20 years (240 months) of service	7% above the employee's Step

21 **Section 6.6. Jail Assignment Premium.** Employees assigned to the Jail Health Services
22 shall receive a rate of pay that is 15% (fifteen percent) higher than the salary range for other non-
23 jail positions. The Jail Health Services rate thus becomes a "base" or "regular" rate of pay for
24 this assignment and is included in the computation for overtime and is payable for paid leave and
25 holiday pay.

26 **Section 6.7. Shift Differentials for Non-Exempt Employees.** A bargaining unit
27 employee scheduled to work in a facility or site which is staffed for 24 hour operation and
28 scheduled to work not less than four (4) hours of his/her work shift during the evening shift or
night shift, shall receive one of the following shift differentials for all scheduled hours worked
during each shift.

1	Evening Shift	\$2.50 per hour
2	Night Shift	\$4.00 per hour
3		

4 Other employees will receive the evening shift differential for all hours worked after the
5 normal business hours of 5:00 p.m., provided that employees who request a flex schedule shall
6 not receive a shift differential.

7 The above differential shall be considered part of the Supervisor's regular rate for
8 purposes of overtime pay calculations.

9 The above shift differential shall apply to time worked as opposed to time off with pay
10 and therefore, for example, the differential shall not apply to sick leave, vacation, holiday pay,
11 funeral leave, etc.

12 The evening shift period shall normally encompass the hours from 2:30 p.m. to 10:30
13 p.m. The night shift period shall normally encompass the hours from 10:30 p.m. to 6:30 a.m.

14 **Section 6.8. Weekend Premium for Non-Exempt Employees.** A weekend premium
15 shall be paid for all hours of work on weekends at the rate of \$4.00 per hour. This premium shall
16 not be included in the base rate of pay for purposes of determining paid leave benefits. The
17 weekend begins with the night shift on Friday and through evening shift on Sunday.

18 **Section 6.9. Standby Duty for Non-Exempt Employees.** Employees placed on standby
19 duty for purposes of receiving calls during their off hours shall be compensated for such standby
20 duty by receiving ten percent (10%) of their straight-time hourly rate for all hours assigned.
21 Employees will record all calls while on standby and will submit an overtime or compensatory
22 time request for all hours actually worked.

23 **Section 6.10. Bilingual Premium Pay.** Employees may be assigned in writing to
24 provide bilingual, interpreter and/or translation services to the Department and shall receive a
25 premium of twenty-five dollars (\$25.00) per biweekly pay period. This premium shall be
26 provided prospectively upon County implementation of this Agreement after Council
27 ratification. The assignment will be renewed annually and may be terminated at any time. It is
28 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. If the bilingual
premium pay for other employees working in Public Health is increased, then such increase will

1 be extended to employees covered by this Agreement at the same time. For FLSA non-exempt
2 employees, bilingual premium pay shall be included in the calculation of the nurse's FLSA
3 regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

4 **Section 6.11. Certification Premium Pay.** All currently employed nurses who are
5 certified in a specialty area by a national nursing organization and relevant to his or her nursing
6 practice shall be paid a premium of fifty dollars (\$50) per biweekly pay period, provided the
7 particular certification has been approved by the Nursing Office and their respective manager,
8 and provided the nurse continues to meet all educational and other requirements to keep the
9 certification current and in good standing. A nurse is eligible for only one (1) certification
10 premium regardless of the number of certifications the nurse may have. The certification pay
11 will be effective the first full pay period after the date a copy of documentation of certification
12 is received by the County.

13 Any nurse who desires to become certified in a specialty area relevant to their practice
14 and wishes to receive certification premium shall make such request in writing to the County
15 prior to embarking on obtaining the certification. Subject to budgetary constraints, the County
16 shall grant requests for premium certification for a certification that is relevant to the nurse's
17 practice area provided the nurse continues to meet all educational and other requirements to keep
18 the certification current and in good standing. The County may discontinue the certification for a
19 nurse if that nurse transfers to a different practice area for which the certification is not relevant
20 (e.g., jail to public health center).

21 Any certifications that are already a job requirement (e.g., Nurse Practitioner Board
22 Certification for ARNP) will not qualify the nurse to receive the certification premium. The
23 following certifications (or equivalent) are examples of approved certifications:

24 **RN/PHN Certifications**

- 25 ● Certified Nurse Manager and Leader
- 26 ● CCHP-RN Certification
- 27 ● International Board-Certified Lactation Consultant (IBCLC)
- 28 ● Ambulatory Care Nursing
- Community Health Nursing
- Advanced Forensic Nursing

- Diabetes Management
- Nursing Case Management
- Pediatric Nursing
- Psychiatric-Mental Health Nursing
- Public Health Nursing—Advanced
- Certification Board of Infection Control and Epidemiology
- Medical-Surgical Nursing
- Pain Management Nursing
- Wound Care

ARTICLE 7: HEALTH AND INSURANCE BENEFITS

Section 7.1. Health Benefits. King County presently participates in insured medical, dental, vision, long term disability, accidental death and dismemberment, and life insurance programs. The plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations, including the Association. The JLMIC benefits agreement for 2021 and 2022. The Association further agrees and adopts all terms and conditions of any successor JLMIC Agreement(s) through the duration of this Agreement or the term of the next successor JLMIC Agreement, whichever has a later expiration.

Section 7.2. Workers' Compensation Benefits. Employees covered by this Agreement shall be covered by the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.

Section 7.3. Professional Liability Insurance. Employees covered by this agreement are covered by the liability protection as provided in the King County Code for acts committed in good faith and within the scope of the official County duties.

ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS

Section 8.1. Conditions of Employment. All nurses must meet licensing, security clearance, credentialing, and certification requirements as a condition of hire and continued employment pertaining to their position. Nurses working in positions at the detention facilities

1 (e.g., KCCF, MRJC, CFJC) must obtain and maintain security clearances to those facilities.
2 Nurses failing to maintain necessary licenses, security clearances, credentials or certifications
3 may be issued disciplinary action, up to and including, termination from employment.

4 **Section 8.2. Employee License Fees.** The County shall pay for the cost of the following
5 fees for all Career Service employees:

- 6 > Renewal for Registered Nurse License
- 7 > Renewal for ANA Certification

8 **Section 8.3. Jurisdiction of Nursing Care Quality Assurance Commission.** The
9 County recognizes that each Registered Nurse in the bargaining unit is licensed to practice by the
10 State of Washington pursuant to RCW Chapter 18.79 and must practice in conformity with the
11 rules and regulations promulgated by the Washington State Nursing Care Quality Assurance
12 Commission which is solely empowered by law to promulgate and interpret such rules and
13 regulations.

14 Registered Nurses must notify the Nursing Office when action is taken by the Board of
15 Nursing affecting their license.

16 **ARTICLE 9: MILEAGE AND PARKING**

17 **Section 9.1. Mileage Reimbursement.** An employee who is required by the County to
18 provide a personal automobile for use in Department business shall be reimbursed for such use at
19 the rate established by ordinance by the County Council, for all miles driven in the course of
20 Department business.

21 **Section 9.2. Parking.**

22 **9.2.1. Pandemic Parking Reimbursement Extension.** Effective January 1, 2021
23 through July 5, 2021, nurses assigned to the King County Correctional Facility (KCCF) shall be
24 eligible to receive parking reimbursement by the County at the Goat Hill Garage. Section 9.2.1
25 expires July 6, 2021.

26 **9.2.2.** For those jail nurses who travel between jail facilities and use their personal
27 automobile, parking shall be provided downtown at the Department's expense. The County shall
28 make parking options available in close proximity to the jail for employees working evening
and/or night shifts.

ARTICLE 10: HOURS OF WORK AND OVERTIME

Section 10.1. Workday. Eight (8) hours shall constitute a normal day's work and five

1 (5) consecutive days a normal week's work. Per Section 10.8 other work schedules than (8)
2 hours per day and (5) consecutive days per week may be established.

3 **Section 10.2. Work Week.** The current FLSA work week shall begin at 12:00 a.m.
4 Saturday and end at 11:59 p.m. Friday, except employees in Jail Health Services have an FLSA
5 workweek that begins at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday. Other seven-day
6 work week beginning and ending times may be designated to accommodate unusual schedules
7 (such as the 9/80 alternative schedule).

8 **Section 10.3. Change to FLSA Workweek.** Upon written notice to the Association and
9 impacted Jail Health Services employees, the FLSA work week shall change to begin at 12:00
10 a.m., Saturday and end at 11:59 p.m., Friday. Employees will not incur a loss of pay as result of
11 the change in FLSA workweeks.

12 **Section 10.4. Flex Schedule.** Upon management approval, flex schedules can be
13 provided. This means on a day-to-day basis the employee may request or agree to a revision in
14 the schedule of work hours, working more hours than scheduled on one day and less on another
15 day during the same work week.

16 **Section 10.5. Hours Worked in Excess of Forty in a Workweek ("FLSA Overtime").**
17 For FLSA non-exempt employees only, all work performed over forty (40) hours in any one (1)
18 FLSA workweek shall be paid at the rate of one and one-half times the nurse's FLSA regular rate
19 of pay in accordance with the FLSA (i.e., by multiplying the straight time rate of pay by all
20 overtime hours worked, plus one-half the employee's hourly regular rate of pay times all
21 overtime hours worked).

22 **Section 10.6. Hours Worked in Excess of Regularly Scheduled Day ("Daily
23 Overtime").**

24 **10.6.1.** FLSA non-exempt employees shall be eligible for contractual overtime
25 ("Daily
26 Overtime") provided they perform actual work hours on the same calendar day that are in excess
27 of their 8, 9, 10, 12 hour regularly scheduled shift or approved flex schedule of at least 8 hours,
28 and provided further that such work is authorized by the employee's supervisor. For employees
in temporary status (e.g., STT) that do not have a regular schedule, consecutive hours worked in
excess of an employee's scheduled shift of at least (8) hours in a workday shall be paid at the
Daily Overtime rate. Paid leave hours shall not count toward satisfying an employee's regularly

1 scheduled hours in a workday for purposes of Daily Overtime eligibility.

2 **10.6.2. Daily Overtime** shall be paid for at the overtime rate of one and one-half
3 (1-1/2)
4 times the regular rate of pay.

5 **Section 10.7. Compensatory Time.** Overtime may be compensated by compensatory
6 time off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the
7 employee requests compensatory time accrual in advance and the supervisor approves.
8 Employees may not have a balance of more than forty (40) hours of compensatory time. All
9 compensatory time not used by the end of a calendar year will be paid in cash. Exception: if use
10 was not feasible due to work demands of the position, the employee may request, and the
11 Division Manager may approve the carryover of up to forty (40) hours of accrued compensatory
12 time. Use of compensatory time off must be approved in advance as for vacation leave.

13 **Section 10.8. Non-Jail Employee Work Schedules.** The establishment of employee
14 work schedules is within the purview of management. When the County deems it necessary,
15 work schedules other than a Monday through Friday and work hours other than eight (8) hours
16 per day and (40) hours per week may be established. Both parties acknowledge that a change of
17 duties or an overtime assignment does not constitute a schedule change.

18 The Department recognizes the need to give employees timely notice of schedules and
19 schedule
20 changes, and avoid frequent schedule changes. Work schedule changes may be required to
21 effectively meet operational needs (e.g., client service accessibility, expanded service hours,
22 staffing changes, program changes). To that end, the Department shall make reasonable efforts to
23 ensure the final schedule is provided at least ten (10) calendar days before the schedule takes
24 effect, and in accordance with the schedule change terms described below.

25 Prior to changing an employee's work schedule, the supervisor shall first contact the
26 employee
27 to discuss said change. Voluntary work schedule changes should be made whenever possible and
28 can be made by a supervisor and the employee based upon mutual agreement, including effective
date.

 For non-jail work schedule changes without mutual agreement, the following work
schedule change terms shall apply, as follows:

1 **10.8.1. Type 1 Schedule Change.** The County will provide thirty (30) calendar
2 days' advance notice for work schedule changes that result in a change of one-and-one half (1.5)
3 hours or less in scheduled start and end times, occurring Monday through Saturday, and maintain
4 the same number of regularly scheduled work hours per day (e.g., 8 hours per day, 10 hours per
5 day). For example, a nurse scheduled M-F 8am-5pm could have their start and end times
6 changed to M-F 9:30am to 6:30pm provided thirty (30) calendar days' advance notice is given
7 prior to the effective date of the new work schedule. If an employee has a concern about a
8 proposed work schedule, the employee should immediately raise the concerns with their manager
9 or area manager who will take this into consideration for informational purposes.

10 **10.8.2. Type 2 Schedule Change.** The County will provide employees forty-five
11 (45) calendar days' advance notice for work schedule changes involving the following:

12 A. Change to scheduled workdays (including changes that may require
13 weekend work);

14 B. Change in number of scheduled hours worked per day (e.g., 8-hour
15 workdays changed to 10-hour workdays); and,

16 C. Change in work hours outside the timeframes listed in Type 1
17 Schedule Change. The County will also notify the Association about the change, and if
18 requested, bargain impacts on wages, hours, and working conditions, without delaying
19 implementation. No individual nurse will be required to work more than one out of every four
20 Saturdays in a four-week period, except on a voluntary basis.

21 **10.8.3. Type 3 Schedule Change.** In the event of County declared emergency,
22 temporary changes to employee schedules may be implemented with as much notice as possible
23 given the circumstances.

24 **Section 10.9. Alternative Work Schedules (Employee Requested).**

25 **10.9.1** An alternative work schedule is defined as any schedule of hours of work
26 other than the traditional five eight-hour days within a seven-day work week. The terms in this
27 Section apply only to employee requested alternate work schedules, not employer established
28 alternate work schedules. Examples of alternative work schedules include but are not limited to:

 A. 4 - 10-hour workdays;

 B. 9/80-off alternate work week schedule (the record keeping timesheet

1 for this schedule must be the one which meets the FLSA standards dividing between two work
2 weeks mid shift on the fifth day of work which is either 8 hours or a day off).

3 **10.9.2.** Nurses, individually or in groups, may request an alternate work
4 schedule. The request will be reviewed to see if it meets the business needs of the site. If more
5 than one nurse requests an alternate work schedule, the nurse with the greatest bargaining unit
6 seniority at that site/workgroup will be granted the alternative work schedule. If the request is
7 denied, the basis for the denial (an explanation of how/why the schedule does not meet the
8 business needs of the site) will be provided in writing to the employee. Additionally, the
9 employee is entitled to have the decision on the request reviewed by the Director or Deputy
10 Director of Community Health Services, provided a request for such review is made in writing
11 within ten (10) business days of receipt of the initial decision.

12 **10.9.3** In administering alternative work schedules, the following working
13 conditions shall prevail:

- 14 A. Overtime shall be paid per Section 10.4 and 10.5 of this Agreement.
- 15 B. Vacation benefits shall be accrued and expended on an hourly basis.
- 16 C. Sick leave benefits shall be accrued and expended on an hourly basis.
- 17 D. Holidays shall be granted in accordance with Article 15 of this
18 Agreement.
- 19 E. Employee participation shall be on a voluntary basis.

20 **Section 10.10. Jail Facility Work Schedules (Adult & CFJC).**

21 **10.10.1.** The establishment of employee work schedules is within the purview of
22 management. When changes to employee work schedule(s) are deemed necessary, management
23 will first discuss such needs with the impacted employee(s) with the aim of reaching mutual
24 agreement on the schedule change.

25 **10.10.2.** Absent mutual agreement, minor schedule change(s) may be
26 implemented with (30) calendar days' notice to impacted employee(s). Major work schedule
27 change(s) (e.g., day to evening shift) will be effective with (60) calendar days' notice after the
28 final work schedule is determined. In this circumstance, the County will also notify the
Association of the change, and if requested bargain impacts on wages, hours, and working
conditions. If more than (1) involuntary schedule change is proposed at a time, impacted
employees will be allowed to select based on seniority from among the work schedules that have

1 been modified.

2 **10.10.3.** In the event of County declared emergency, temporary changes to
3 employee schedules may be implemented with as much notice as possible given the
4 circumstances.

5 **Section 10.11. FLSA Exempt Positions.** Employees allocated to the classification of
6 Nurse Manager (including Nurse Manager - Jail) and, employees allocated to the classification of
7 Personal Health Services Supervisor (Clinic) are exempt from the overtime provisions of the Fair
8 Labor Standards Act (“FLSA”) and are not overtime eligible.

9 **ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENTS**

10 **Section 11.1. Position Vacancies.** Career Service vacancies created within the job
11 classifications covered by this Agreement by virtue of separation or newly created positions shall
12 be filled by Transfer (Section 11.4 & 11.5) or posted (Section 11.3) for not less than ten (10)
13 consecutive business days; provided, however, the County retains the right to determine who, if
14 anybody, shall be selected for and/or transferred to said vacancy. Term-limited temporary
15 positions and short-term temporary positions shall be filled according to Public Health hiring
16 practices for positions designated as temporary. TLT postings will also be posted as Special
17 Duty opportunities. Upon request, the County will quarterly provide the Association a report
18 identifying all current vacant positions in the bargaining unit. The report shall designate those
19 vacant positions the County is actively trying to fill.

20 The Department recognizes that it is preferable to fill vacancies with qualified employees
21 from within the Department rather than by hiring persons from outside the Department. The
22 Department may identify special skills and abilities and recruit externally concurrently with
23 internal recruitment for these positions in order to hire in a timely manner. If multiple positions
24 are vacant, the County may use an applicant pool to fill multiple positions. The County retains
25 the right to determine the scope of the recruitment (e.g., internal bargaining unit applicants only,
26 internal and external applicants).

27 **Section 11.2 Management Option to Initiate Transfer Process.** When a Career
28 Service position is vacant, the County may first decide to fill the position by initiating a lateral
voluntary internal transfer process per Section 11.4 or involuntarily transfer process per Section
11.5 prior to the position being considered open for purposes of layoff recall, disability
reassignment, or initiating a job recruitment.

1 **Section 11.3 Job Recruitment.** Vacant Career Service positions shall be filled according
2 to the following:

3 A. The Department shall announce all position vacancies with stated minimum
4 qualifications on the appropriate web site(s).

5 B. Interview screened applicants meeting minimum qualifications from within
6 the bargaining unit.

7 C. Make selections for promotional positions in accordance with appropriate
8 personnel regulations and ordinances.

9 **Section 11.4. Lateral Voluntary Transfer.** The County may initiate a lateral voluntary
10 transfer process by posting the open position opportunity for not less than ten (10) business days
11 to bargaining unit employees in an individual Division in Public Health (e.g. Jail Health Services
12 or Community Health Services) or to the bargaining unit as a whole. Upon notice by the County,
13 an eligible bargaining unit employee within the scope of the process may request to voluntarily
14 transfer if they are in the same classification or equivalent classification. In exercising this
15 discretion, the County will consider operational need, relevant expertise and experience for the
16 position (inclusive of experience with communities served by the position), and the preferences
17 and seniority of the candidate(s).

18 An employee who is approved a voluntary lateral transfer will not be required to serve
19 another probationary period. However, a trial service period of up to three (3) months, or six (6)
20 months for supervisors and Nurse Managers moving from a jail setting to a non-jail setting or
21 vice versa may be imposed. A supervisor who does not successfully complete the trial service
22 period shall be moved back into the supervisor's former position or an equivalent position if
23 available. If no position is available, the employee is eligible for recall rights as if laid off. A
24 lateral transfer is defined as the movement of an employee in the bargaining unit to another
25 position within the same classification or equivalent classification within the bargaining unit.

26 When a transfer is approved by the hiring authority, the employee will be given a
27 specified effective date of transfer.

28 **Section 11.5. Involuntary Transfer.** When the Department intends to transfer an
employee, the Department will first seek a volunteer for transfer. Absent volunteers or approved
voluntary transfer(s), the County may fill a position by involuntarily transfer, moving an
employee from one position to another position within the same division and the same

1 classification with (45) calendar days' notice. The County will not involuntarily transfer an
2 employee from a non-jail position to a jail position or vice-a-versa or from one division to a
3 different division, nor from the north sector to the south sector (and vice versa) – except for jail
4 facility transfers. In the event of a jail facility involuntary transfer, KCCF and MRJC are
5 considered the same sector and involuntary transfers can occur between the two facilities.

6 In determining who will be subject to involuntary transfer, the County will consider
7 operational need, relevant expertise and experience for the position (inclusive of experience with
8 communities served by the position) and the preferences and seniority of the candidates.

9 Involuntary transfers may result in a change in regularly scheduled work hours (or pattern
10 for JHS), work location, and working conditions consistent with the new position, but the
11 employee shall maintain their total workweek hours consistent with their position FTE status
12 (e.g., status of being a 1.0 FTE = 40 hrs./week shall remain unchanged). An employee who
13 receives an involuntary transfer notice may choose to be laid off and placed on the layoff recall
14 list. If the employee is involuntarily transferred, the employee will not be required to serve a
15 probationary period or trial service period.

16 An employee who is transferred involuntarily by the Department shall have, for two (2)
17 years from date of transfer, first right of refusal to the employee's former site and position (and
18 pattern for JHS) if it becomes available. The employee shall have five (5) business days to
19 exercise this option.

20 **Section 11.6. Wage Step Placement Rules.**

21 **11.6.1. New Hire Wage Placement.** When an employee is hired into the
22 bargaining
23 unit, including both external candidates and current King County employees in the WSNA Staff
24 contract (e.g., promotional candidates Registered Nurse position to Personal Health Services
25 Supervisor), the employee will be placed by the County at up to Step 11 of the salary range for
26 the respective classification. To determine step placement, the County will use the criteria below,
27 and may also consider relevant experience, operational needs, and budget to provide a higher
28 step placement above the criteria below.

A. Supervisory and/or management experience (general) two years = (1) step
with maximum of (3) steps;

B. Program management, staff development and training QI/QA, evaluation,

1 clinical teaching or other leadership experience (2) years = (1) step with (2) step
2 maximum;

3 C. Master's degree/Ph.D./Doctor of Nursing Practice = (1) step with a (2) step
4 maximum; and,

5 D. Supervisory and/or management experience specific to setting (2) years = (1)
6 step with a (4) step maximum.

7 **11.6.2. Salary Step Placement for Voluntary Lateral Transfer.** Employees

8 who

9 voluntarily transfer will not have a change in pay, except employees that transfer from the jail to
10 a non-jail position of the same job title or from a non-jail to jail position shall remain at the same
11 salary step number of the applicable salary range. For example, a Personal Health Services
12 Supervisor at Step 7 on the jail salary range who transfers to a non-jail position shall be placed
13 on Step 7 of the non-jail range. In addition, employees may also increase or decrease their FTE
14 status (i.e. regularly scheduled workweek hours) in accordance with the FTE status of the new
15 position.

16 **11.6.3. Involuntary Transfer Wage Placement.** Employees involuntarily

17 transferred

18 will not have a change in their current hourly pay rate as a result of the transfer.

19 **11.6.4. Salary upon Reclassification or Promotion.** An employee who is

20 promoted shall be placed either in the first step of the new salary range or at the step which is
21 nearest to but not less than two steps more than the employee's former salary step, whichever is
22 greater, but not to exceed the top step of the new salary range. If an Assistant Personal Health
23 Services Supervisor position is reclassified to a Personal Health Services Supervisor
24 classification, the wage rate of the incumbent employee will be adjusted to the next step increase,
25 similar to a promotion. When promotional movement between job titles also involves a
26 movement to or from the jail, salary step placement shall first be determined per transfer
27 procedures in the current job title, prior to determining the appropriate promotional salary step
28 placement.

11.6.5. Salary upon Reclassification or Promotion: Non-exempt Position to Exempt Position. A non-exempt employee who is promoted to an exempt position shall be placed at the pay step in the higher salary range resulting in an increase that constitutes an

1 approximately five percent (5%) increase above the former actual base rate of pay¹. In the event
2 that the actual base rate of pay and longevity pay, provided in this Agreement, at the time of
3 promotion, exceeds the new promotional rate (approximately five percent (5%) above the former
4 actual base rate), the employee shall be y-rated (frozen) at the former actual base rate of pay and
5 longevity pay added. In no event will an employee be placed above the maximum of the pay
6 range.

7 **ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE**

8 **Section 12.1. Employee Probation.** Employees hired into a Career Service eligible
9 position must first serve a (6) month probationary period prior to becoming Career Service,
10 which may be extended for an additional (6) months by the County (12 months total). During a
11 probationary term, employees are considered in “at-will” employment status and may be
12 separated without just cause. Probationary terminations are not subject to the grievance
13 procedure or appeal.

14 If the County extends an employee’s probation, the employee will receive a written
15 notice about the extension, the reason(s) for the extension, and its duration in a timely manner.
16 The County will also provide the Association with a copy of the probation extension for
17 informational purpose.

18 **Section 12.2. Performance Evaluations.**

19 **12.2.2.** The County shall maintain a performance evaluation system relating to
20 employees covered by this Agreement. Employees should be evaluated at least once during their
21 probationary period and annually thereafter. The performance evaluation system shall be used as
22 a method in measuring an employee’s performance in accomplishing, in the most efficient and
23 effective manner, the goals and objectives of the County as they relate to employees covered by
24 this Agreement. The performance evaluation system shall encompass performance expectations
25 based upon the goals and objectives of the position being evaluated. The performance evaluation
26 system to be used by the County will be presented to the Conference Committee for review and
27 comment prior to adoption.

28 **12.2.3.** The performance evaluation system devised by the County must, among

¹ As for hourly employees, former actual base rate of pay (current annualized base salary) are listed in Addendum A of this Agreement.

1 any other criteria determined by the County, encompass performance expectations based upon
2 the goals and objectives of the County, assigned duties, County policies and procedures, County
3 operating instructions, any written document promulgated by or adhered to by the County
4 pertaining to employees covered by this Agreement, or any work practices pertaining to
5 employees covered by this Agreement.

6 **12.2.4.** The evaluation shall be prepared on a format devised by the County and
7 presented by an evaluator who has been instructed in the method of evaluation used and who has
8 been responsible for the supervision of the evaluatee's work.

9 **12.2.5.** The evaluation must be prepared prior to and presented to the affected
10 employee at an evaluation conference which must be conducted by the person writing the
11 evaluation. The evaluatee has the responsibility to participate in the evaluation conference and
12 to improve work performance in any area where performance deficiencies are found to exist.
13 The employee's direct supervisor is responsible for providing ongoing feedback to employees.
14 The goal of such feedback is to assist the employee's efforts to improve such performance
15 deficiencies.

16 **12.2.6.** The evaluation shall be signed and dated by both the evaluator and
17 evaluatee to signify that the evaluation has been reviewed in conference and the evaluatee shall,
18 upon request, be given a copy of his/her evaluation. The employee's signature indicates receipt
19 of the evaluation but does not necessarily mean agreement. In addition, the evaluatee may,
20 during said conference, or within two (2) weeks after the conference, comment in writing relative
21 to the substance of the evaluation either on the evaluation form or have his/her written comments
22 affixed to the evaluation.

23 **Section 12.3 Performance Improvement Plan (PIP).** The County may propose a PIP
24 in accordance with this section. A PIP is defined as a written plan of limited duration created by
25 management for the purpose of identifying areas of improvement expected of an employee.
26 Such plan shall contain a description of specific deficiencies in performance and specific steps
27 the employee may take to improve performance. A PIP shall identify available assistance, such
28 as classes or training, in achieving improvement, and shall contain a schedule of regular
meetings with appropriate supervisors to monitor progress. A PIP shall have a clear and
established end date. After a PIP is provided to the employee, the Association may ask to

1 convene a meeting with the appropriate manager and the employee to discuss the PIP terms. The
2 County shall provide a copy of a PIP to the Association upon request by the employee or the
3 Association.

4 **Section 12.4 Personnel File.** The employees covered by this Agreement may examine
5 their personnel files in the Department's Personnel Office in the presence of the Personnel
6 Officer or designee. No other personnel files will be recognized by the County or the
7 Association. Materials to be placed into any employee's personnel file relating to job
8 performance or personal conduct or any other material that may have an adverse effect on the
9 employee's employment shall be brought to his/her attention with copies provided to the
10 employee for his/her signature. Employees who challenge material in their personnel files are
11 permitted to insert material related to the challenge.

12 **12.4.1.** At the employee's request, materials relating to letters of counseling/expectation
13 will be removed from the employee's personnel file after a twelve (12) month period, unless
14 another act of misconduct has been committed during the twelve (12) month period.

15 **12.4.2.** Letters of reprimand shall not be used for progressive discipline after a period of
16 eighteen (18) months from the date of issuance other than for purposes of showing notice;
17 provided the employee has not been disciplined during those eighteen (18) months.

18 **Section 12.5. Progressive Discipline.** Discipline of any Career Service employee
19 covered by this Agreement shall be in accordance with a just cause standard. The principal
20 objective of any disciplinary action short of termination shall be to improve the performance and
21 efficiency of an employee. Examples of progressively severe disciplinary actions include:
22

- 23 A. Oral reprimand (reduced to writing)
24 B. Written reprimand
25 C. Suspension (or Demotion if deemed appropriate by the County)
26 D. Termination
27

28 The type and level of disciplinary action will be determined by the nature and severity of
the behavior and/or performance deficiency leading to disciplinary action. The nurse shall have
the right to the attendance of a representative at disciplinary and/or investigatory meetings. The

1 County does not consider verbal coaching and counseling, letters of expectations, performance
2 improvement plans, and similar management interventions as progressive discipline. Therefore,
3 these actions shall not be considered disciplinary action subject to just cause or the grievance
4 procedure, but they may be used later in progressive discipline to demonstrate an employee was
5 adequately on notice about the need to comply with a particular workplace rule or expectation.
6

7 **ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION**

8 **Section 13.1. Payment for Work Out of Classification.** Working-out-of-classification
9 occurs when an employee in a regular position is temporarily assigned the duties of a higher paid
10 classification for less than (30) consecutive calendar days. Employees working-out-of-
11 classification may not be required to perform all the responsibilities of the higher-level
12 classification.

13 **Section 13.2.** FLSA non-exempt working-out-of-classification assignments must occur in
14 full day/shift increments. FLSA-exempt working-out-of-classification assignments shall be made
15 in FLSA workweek increments.

16 **Section 13.3.** While working-out-of-classification, the employee will receive a 5%
17 working-out-of-classification pay premium. Any overtime earned while working-out-of-
18 classification will include the 5% premium. Paid leave (e.g., vacation, sick, executive leave,
19 bereavement) while working-out-of-classification shall be at the rate of the employee's base
20 position (without the 5% working out of classification pay premium).

21 **Section 13.4.** If a working-out-of-classification assignment exceeds 29 consecutive
22 calendar days, the assignment will be converted prospectively to a special duty assignment.
23 Employees assigned to perform the duties of Nurse Manager as an Out of Classification
24 assignment are not overtime eligible and shall be eligible to receive Executive Leave pursuant to
25 the King County Executive Leave Pay and Leave Practices for Executive Administration and
26 Professional Employees (Executive Policy PER 8-1-2).

27 **Section 13.5** An employee assigned to a training position (training status) shall be under
28 the supervision and guidance of her/his immediate supervisor and shall not remain in the training
position for more than twenty (20) consecutive normal working days.

ARTICLE 14: SPECIAL DUTY

Section 14.1. Definitions.

1 **14.1.1. Special Duty Assignment** – When an employee in a regular position is
2 temporarily assigned to a classification with a higher rate of pay, and the higher-level duties
3 comprise
4 the majority of the work performed for a minimum of 30 calendar days.

5 **14.1.2. Temporary employees, including TLTs, are not eligible for special duty**
6 assignments.

7 **14.1.3. Base Position** – The employee’s underlying position while on special duty
8 assignment.

9 **14.1.4. Base Union** – The union that represents the employee’s base position.

10 **14.1.5. Acting Union** – The union that represents the special duty position or body
11 of work.

12 **Section 14.2. Duration.**

13 **14.2.1.** Depending on the type of special duty assignment needed, an assignment
14 may be made for a minimum of 30 calendar days and a maximum of five years, as outlined in the
15 following circumstances:

16 A. 30 days to Twelve Months – Shall be approved by the Department
17 Director designee to provide additional staffing:

- 18 i. Due to work that exceeds either the volume and/or complexity of
19 what is routine, and is for a limited duration;
- 20 ii. Due to unforeseen work caused by unique circumstances, which are
21 not expected to reoccur; or
- 22 iii. Needed to either develop and/or implement, a new function,
23 system, or proposal.
- 24 iv. To backfill for a vacant regular position.

25 B. Up to Three Years – Shall be approved by the Director of Human
26 Resources or designee:

27 To perform a significant or substantial body of work such as a non-
28 routine project or related to the initiation or cessation of a county
function, project or department.

 C. Up to Five Years - Shall be approved by the Director of Human Resources
or designee:

- i. To backfill a regular position, when:
 - 1) An employee is absent because of an extended leave of absence
for a medical reason;
 - 2) An employee is absent because of military service; or

1 3) An employee is absent because of a special duty or other
2 assignment.

3 ii. To staff or backfill staff on a clearly defined grant-funded, capital
4 improvement, or information systems technology project.

5 14.2.2. FLSA-exempt special duty assignments shall be made in full-week
6 increments,
7 from Saturday through Friday.

8 14.2.3. An employee's special duty assignment may be ended due to extended
9 absences
(e.g., 30 calendar days or more) at the discretion of the County.

10 **Section 14.3. Recruitment.**

11 14.3.1. Special duty positions shall be posted, and a selection process will be
12 conducted
13 for special duty assignments.

14 14.3.2. The county reserves the right to fill with a special duty position while
15 conducting a selection process.

16 14.3.3. If an employee is hired into a Career Service position and served in a
17 special duty
18 capacity in that same position within six months of that hire, the employee shall receive credit
towards the employee's probationary period for the time served in the special duty role.

19 **Section 14.4. Pay.**

20 14.4.1. An employee on special duty will be placed at the first step of the
21 special duty classification pay range or be given a flat 5% above the employee's hourly rate of
22 pay (inclusive of longevity if applicable), whichever is higher.

23 14.4.2. If an employee's pay in their base position includes longevity pay
24 the
special duty assignment is calculated using the longevity pay amount while in special duty.

25 14.4.3. An employee on special duty will continue to advance through the
26 salary steps of his or her base pay range while on special duty. If the employee is at his or her
27 top step in the base classification, the employee will be eligible for step increases in the special
duty classification.

28 14.4.4. Special duty pay shall not be considered part of an employee's pay
rate
for purposes of pay rate determination as a result of promotion or reclassification, cash-out of
vacation or sick leave, or vacation or sick leave donations.

1 **14.4.5.** If the special duty assignment is FLSA non-exempt, the
 2 employee's
 3 special duty pay will be used for the computation of overtime and compensatory time.

4 **14.4.6.** When the special duty assignment is completed, the employee's
 5 pay
 6 shall revert to the pay rate the employee would have received if the employee had not been
 7 assigned to special duty.

8 **14.4.7.** Compensation, hours of work, and applicable contractual working
 9 conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining
 10 agreement from the time the employee is placed in the assignment until the time the employee
 11 returns to his or her base position. Contractual provisions relating to the base position (i.e.,
 12 reduction in force and seniority) shall continue to apply during the special duty assignment.

13 **Section 14.5. Paid Leave While on Special Duty.** Paid leave (e.g., vacation, sick,
 14 executive leave, bereavement) while on a special duty assignment shall be at the employee's
 15 special duty pay rate.

16 **Section 14.6. Compensatory Time While on Special Duty.** All accrued compensatory
 17 time shall be cashed out when an employee begins a Special Duty Assignment.

18 **Section 14.7. FLSA Status Change.** Below summarizes how compensatory time and
 19 executive leave are handled when there is an FLSA status change between the employee's base
 20 position and the special duty assignment:

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment. Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any

		unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	<p>The employee may be eligible for executive leave while in a FLSA exempt special duty assignment.</p> <p>The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.</p>	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

ARTICLE 15 : HOLIDAYS

Section 15.1. Holidays Observed.

The following days or days in lieu thereof shall be recognized as legal holidays without salary deduction:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving	
Christmas Day	December 25
Two (2) Personal Holidays	

Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

Section 15.2. To minimize disruption of public services, the County may, on an individual basis, substitute the fourth Monday of October as Veteran’s Day in lieu of the day enumerated as such in the above list.

Section 15.3. Qualifications for Holiday Pay. To qualify for holiday pay, employees covered by this Agreement must have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work. This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of absence requested by the Department.

Section 15.4. Holiday Premium Pay for Non-Exempt Employees. Employees who work on a holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall either be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked or be granted time off at the rate of one and one-half (1-1/2) times the hours worked (compensatory time). Compensation in the form of compensatory time must be agreeable to both the affected employee and the Department Director or his/her designee. This section does not apply to exempt employees.

Section 15.5. Personal Holidays. Eligible Employees who are active on the last day of the second full pay period of the year shall be granted (2) personal holidays as vacation hours each year in the second full pay period of the year, or upon hire, to be added to their vacation bank on the last day of the first pay period following their date of hire, if the employee is hired prior to November 15. For a (40) hour Eligible Employee, (16) personal holiday hours will be deposited into the employee’s vacation bank each year. The personal holiday hours granted to less than (40) hour employees will be prorated based on their regularly scheduled hours.

1 **Section 15.6. Holiday Pay for Non-Exempt Employees on Alternative Work**

2 **Schedules.** Employees scheduled to work an alternative work week, such as four ten-hour days,
3 shall be granted no more than ninety-six (96) holiday hours per year. Regular part-time
4 employees scheduled to work twenty (20) or more hours per week shall be granted a
5 proportionate amount of holiday hours. For instance, an employee scheduled to work twenty
6 hours per week shall be granted one half, forty-eight (48) hours, of the ninety-six (96) holiday
7 hours. This section does not apply to exempt employees.

8 **Section 15.7. Pro-ration of Holiday Benefits (including Personal Holidays).** Benefit
9 eligible employees who are assigned to work less than 40 hours per week on a regular basis shall
10 accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

11 **ARTICLE 16: VACATION LEAVE**

12 **Section 16.1. Vacation Leave (Accrual Eligibility).** Comprehensive leave eligible
13 employees (“Eligible Employees”) shall accrue vacation leave time. Employees in short-term
14 temporary employment status are ineligible for vacation leave accrual.

15 **Section 16.2. Vacation Leave (Accrual Rate).** Eligible Employees shall accrue vacation
16 leave time at the applicable hourly rate depending on their months of service for each hour in pay
17 status excluding overtime hours.

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28

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

Section 16.3. Vacation Requests. All vacation time shall be subject to preapproval by the County. A good faith effort will be made to provide the approval (or denial) in a timely manner.

Section 16.4. Use of Vacation. Eligible Employees may use vacation leave hours in the pay period after they are accrued. Employees who leave County employment prior to successfully completing their first six months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provision (see also Section 16.5). In addition, no employee shall work for compensation for the County in any capacity during the time the employee is on vacation leave.

Section 16.5. Maximum Vacation Accrual. Eligible Employees shall accrue vacation leave from their date of hire in a benefit eligible position. The maximum vacation accrual is 480 hours for employees hired on or before December 31, 2020. For eligible employees hired on or after January 1, 2021, the maximum vacation accrual shall be 320 hours. Failure to use vacation leave beyond the maximum accrual amount by December 31 will result in forfeiture of excess vacation leave, unless the County has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County.

Section 16.6. Vacation Payoff upon Separation.

16.6.1. Eligible Employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six months of County service. Payment shall be the accrued vacation leave multiplied by the employee's hourly rate of pay (plus longevity if applicable) that is in

1 effect upon the date of leaving County employment, less mandatory withholdings, and if
2 applicable subject to any VEBA plan election by the bargaining unit.

3 **16.6.2.** In the case of separation from County employment by death of an
4 employee with accrued vacation leave that has also successfully completed their first six
5 (6) months of County service, payment of unused vacation leave up to the maximum
6 accrual amount shall be made to the employee's estate, or, in applicable cases, as
7 provided for by state law, RCW Title 11.

8 **Section 16.7. Accrual Upon Return to King County Employment.** If an employee
9 resigns from a full-time regular or part-time regular position or is laid off and subsequently
10 returns to County employment within (2) years from such resignation or layoff, as applicable, the
11 employee's prior County service shall be counted in determining the vacation leave accrual rate.
12

13 **ARTICLE 17: SICK LEAVE**

14 **Section 17.1. Sick Leave (Accrual Eligibility).** All employees shall accrue sick leave
15 from their date of hire, but comprehensive leave eligible ("Eligible Employees") shall accrue
16 sick leave at a different rate than employees in short-term temporary employment status ("STT").

17 **Section 17.2. Comprehensive Leave Eligible Employee (Accrual Rate).** Eligible
18 Employees will accrue sick leave at the rate of 0.04616 hours for each hour in paid status,
19 excluding FLSA overtime hours if applicable, and except as specified below. While this accrual
20 rate is more generous than what is required under state law in almost all circumstances, in the
21 rare event where a non-exempt employee works 148 hours or more in a (14) calendar day
22 biweekly pay period, state law (as amended) will require additional sick leave accrual (e.g.,
23 0.025 multiplied by total hours worked in the pay period). To ensure non-exempt employees
24 earn the correct amount of leave, payroll staff will multiply the number of hours an employee
25 worked by 0.025 at the end of each pay period. That number is then compared to what the
26 employee accrued at the rate of .04616 hours. The higher amount of sick leave is awarded to the
27 non-exempt employee. Any additional sick leave is awarded in the following pay period.
28

Section 17.3. STT Sick Leave (Accrual Rate). Employees that are in STT employment
status shall accrue sick leave at the rate of 0.025 hours for each hour in pay status.

1 **Section 17.4. Maximum Sick Leave Accrual.** For Eligible Employees, there shall be no
2 limit to the number of sick leave hours that an employee may accrue and carry over from year-
3 to-year. For STT employees, a limit of 40 hours of unused sick leave may be carried over to the
4 following calendar year. On January 1 of each calendar year, all accrued sick leave over 40 hours
5 will be forfeited for STT employees.

6 **Section 17.5. Sick Leave Use.** An employee is entitled to use sick leave after it appears
7 on the employee's pay advice for the following reasons:

- 8 1. For self-care or to care for a family member:
 - 9 a. Due to a mental or physical illness, injury or health condition;
10 b. To obtain medical diagnosis, care or treatment of mental or physical
11 illnesses, injuries, or health conditions; or
12 c. To receive preventative care;
- 13 2. For absences that qualify for leave under the Domestic Violence Leave Act,
14 RCW 49.76;
- 15 3. In the event the King County facility the employee works in is closed by a
16 public official for any health-related reason, or when an employee's child's
17 school or place of care is closed by a public official for a health-related
18 reason;
- 19 4. To increase the employee's or a family member's safety, when the employee
20 or the employee's family member has been a victim of trafficking under RCW
21 9A.40.100; or
- 22 5. For family and medical leave available under federal law, state law or King
23 County ordinance.

23 **Section 17.6.** For purposes of paid sick leave, a "family member" is:

- 24 1. A child, including a biological, adopted or foster child, a stepchild, or a child
25 to whom the employee stands in loco parentis, is a legal guardian or is a de
26 factor parent, regardless of age or dependency status, or the child of the
27 employee's domestic partner;
- 28 2. The parent of an employee, employee's spouse or employee's domestic
 partner. Parent includes:
 - a. A biological parent;
 - b. An adoptive parent;
 - c. A de facto parent;

- d. A foster parent;
 - e. A stepparent;
 - f. A legal guardian; or
 - g. A person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner;
3. A spouse;
 4. A domestic partner;
 5. A grandparent;
 6. A grandchild; or
 7. A sibling.

Section 17.7. An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

17.7.1. An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave; and

17.7.2. An employee may not collect sick leave and workers' compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

Section 17.8. An employee must use all of their sick leave before taking unpaid leave for the employee's own health reasons, unless the employee has been approved to receive Washington paid family medical leave and is currently on PFML. If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment or not augment wage replacement payments with the use of accrued sick leave.

Section 17.9. When sick leave is taken to care for a family member the employee shall choose at the start of the leave whether the leave will be paid or unpaid, unless the employee has been approved to receive, and is currently on PFML. While taking leave for family reasons, if

1 covered under the WSFCA, the employee may also choose the type of paid leave used available
2 to them (e.g., sick leave, vacation).

3 **Section 17.10.** Verification of sick leave use is pursuant to RCW 49.46.210 and County
4 policy, procedures and guidelines. Failure to return to work by the expiration date of a leave of
5 absence without a request for the leave to be extended, or abuse of sick leave may be cause for
6 progressive discipline.

7 **Section 17.11.** An employee who has exhausted all the employee's sick leave may use
8 accrued vacation leave before going on a leave of absence without pay. If caring for a family
9 member, such use is at the employee's option and is not subject to approval of the appointing
10 authority.

11 **Section 17.12. Non-retirement Separation Sick Leave Forfeiture.** If an employee
12 separates from King County employment for any reason other than retirement, all sick leave
13 accrued shall be forfeited as of the date of separation or termination. There is no retirement
14 exception for short-term temporary employees. However, if an employee returns to County
15 employment within two years of the separation, the employee's previously forfeited sick leave
16 shall be restored.

17 **Section 17.13. Retirement Separation: Sick Leave Payoff.** Eligible Employees who
18 have successfully completed at least five years of County service and who retire as a result of
19 length of service or who terminate by reason of death shall be paid, or their estates shall be paid
20 as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused,
21 accumulated sick leave multiplied by the employee's hourly rate of pay, plus longevity pay if
22 applicable, in effect upon the date of leaving County employment, less mandatory withholdings
23 and subject to any VEBA plan election by the bargaining unit. Retirement as a result of length
24 of service means an employee is eligible, applies for and begins drawing a pension from PERS,
25 PSERS or the City of Seattle Retirement Plan immediately upon terminating County
26 employment. If a retiree who cashes out their sick leave is rehired that employee is not entitled
27 to have any sick leave restored.
28

ARTICLE 18: FAMILY AND MEDICAL LEAVE

Section 18.1. Federal Family and Medical Leave Act.

1 **18.1.2.** As provided for in the Federal Family and Medical Leave Act (FMLA) of
2 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single
3 twelve month period for the employee’s own qualifying serious health condition that makes the
4 employee unable to perform their job, to care for the employee’s spouse, child, or parent who has
5 a qualifying serious health condition, to bond with a newborn child, adoption or foster care
6 placement (leave must be taken within one year of the child’s birth or placement), or for
7 qualifying exigencies related to the foreign deployment of a military member who is the
8 employee’s spouse, child or parent. An eligible employee who is a covered service member’s
9 spouse, child, parent, or next of kin may take up to twenty-six weeks of paid or unpaid FMLA
10 leave in a single twelve month period to care for the service member with a serious injury or
11 illness.

12 **18.1.3.** The leave may be continuous or intermittent, when medically necessary.
13 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or
14 foster care child may only be taken when approved.

15 **18.1.4.** In order to be eligible for FMLA, an employee must have been employed
16 by King County for at least twelve months and have worked at least 1,250 hours in the twelve-
17 month period prior to the commencement of leave.

18 **Section 18.2. King County Family and Medical Leave (Ordinance 18191).**

19 **18.2.1.** As provided by King County Code, an eligible employee may take up to
20 eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a
21 single twelve month period for the employee’s own qualifying serious health condition, to care
22 for an eligible family member who has a qualifying serious health condition, to bond with a
23 newborn child, adopted child or foster care placement (leave must be taken within one year of
24 the child’s birth or placement), and for any qualifying reason under the Federal Family and
25 Medical Leave Act, Washington State Family Leave Act, or other family and medical leaves
26 available under federal or state law.

27 **18.2.2.** The leave may be continuous or intermittent, when medically necessary.
28 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or
foster care child may only be taken when approved. King County Family and Medical Leave

1 shall run concurrently with other federal, state and county leaves to the extent allowed, including
2 but not limited to the Federal Family and Medical Leave Act, Washington State Family Leave
3 Act, and the Washington State Family Care Act.

4 **18.2.3.** In order to be eligible for leave under this Article, an employee must have
5 been employed by King County for at least twelve months and have worked at least 1,040 hours
6 in the preceding twelve month period for a forty-hour week employee or 910 hours in the
7 preceding twelve month period for a thirty-five hour week employee.

8 **18.2.4.** An employee who returns from King County Family and Medical Leave
9 within the time provided under this Article is entitled to the same position she/he occupied when
10 the leave commenced or a position with equivalent pay, benefits and conditions of employment.

11 **Section 18.3. FMLA Leave to Care for an Active Duty National Guard or Reserve**
12 **Member.** Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave
13 during any 12-month period because of any qualifying exigency as defined by the Department of
14 Labor arising out of the fact that the spouse, son, daughter, or parent of the nurse is on active
15 duty in the National Guard or Reserves in support of a contingency operation. Examples of
16 qualifying exigencies include issues arising from a covered military member's short-notice
17 deployment, making or updating financial and legal arrangements to address a covered military
18 member's absence, or attending military events and related activities.

19 **Section 18.4. FMLA Leave to Care for an Injured Service Member.** Pursuant to
20 federal law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to
21 care for a spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered
22 service member with a serious injury or illness when the injury or illness is incurred by an active
23 duty member of the military while in the line of duty. A covered service member is a current
24 member of the Armed Forces, including a member of the National Guard or Reserves, who is
25 undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is
26 otherwise on the temporary disability retired list for a serious injury or illness. Any FMLA leave
27 used for reasons other than to care for a qualified service member shall count toward the 26-
28 week limit in a 12-month period.

Section 18.5. Washington Paid Family and Medical Leave Program. The state
program provides partial wage replacement while on leave for eligible employees who have a

1 serious health condition. It also covers times where an employee is called upon to care for a
2 covered family member who has a serious health condition or leave to bond with a new
3 child. The program covers the same military service exigencies covered by the Family and
4 Medical Leave Act. For details about the program and eligibility, employees should contact the
5 Washington State Employment Security Department. Should the County agree to allow
6 supplemental benefits (i.e. employees permitted to receive PFML payments concurrent with
7 County paid leave to receive full wage replacement) for any other non-interest arbitration
8 eligible bargaining unit, this contract will be reopened to bargain over this Article.

9 **ARTICLE 19: PARENTAL LEAVE**

10 **Section 19.1. Overview.** King County Paid Parental Leave supplements an employee's
11 accrued paid leaves to provide up to a total of twelve weeks of paid leave for a parent to bond
12 with a new child.

13 **Section 19.2. Eligibility.** The benefit is available to all comprehensive leave eligible
14 employees who have been employed with the County for at least six months of continuous
15 service at the time of the qualifying event. If both parents work for King County, then each
16 employee is entitled to up to 12 weeks of King County Paid Parental Leave.

17 **Section 19.3. Benefit Amount.** An employee's supplemental parental leave benefit is
18 calculated based on the employee's accrued leave balances at the time of the birth, adoption, or
19 foster-to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt
20 placement, the qualifying event occurs when the child is legally placed with the family. The
21 employee will receive the equivalent of his or her full salary for up to a total of twelve weeks,
22 when combined with the employee's accrued leave (except for one week of sick leave and one
23 week of vacation leave, or the equivalent for Benefit Time). The employee is permitted to use
24 the supplemental leave first. Additionally, the employee may choose to take less than twelve
25 weeks of leave. King County Supplemental Paid Parental Leave is not subject to cash out. An
26 employee who does not return to work for at least 6 months of continuous service following the
27 leave, will be required to reimburse King County for the supplemental leave funds received.
28

Section 19.4. Benefit Period. King County Paid Parental Leave must be used within
twelve months of the qualifying event. An employee may use King County Paid Parental Leave

1 on an intermittent or part-time basis, as long as it is consistent with the department's operational
2 needs, and it is approved in writing by the employee's supervisor prior to the leave.

3 **Section 19.5. Concurrency.** King County Paid Parental Leave will run concurrently
4 with the County's family and medical leave, as well as federal and state family and medical
5 leave laws, to the fullest extent permitted by law.

6 **Section 19.6. Job Protection.** King County Paid Parental Leave is protected leave.
7 Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the
8 employee is on leave. Further, no retaliatory action may be taken against an employee for
9 participating or planning to participate in the program.

10 **Section 19.7. Health and Leave Benefits.** The employee will continue to receive all
11 health benefits and shall continue to accrue vacation and sick leave during the period of King
12 County Paid Parental Leave. For purposes of overtime calculations, King County Paid Parental
13 Leave shall be considered the equivalent of sick leave.

14 **Section 19.8. Relationship to Washington State Paid Family and Medical Leave.**
15 Provisions of the County's current Paid Parental Leave program are separate from the
16 Washington State Paid Family and Medical Leave program, which may provide for paid leave
17 benefits in addition to those provided for in this Article.

18 **ARTICLE 20: DOMESTIC VIOLENCE LEAVE**

19 Pursuant to RCW chapter 49.76, if nurses are victims of domestic violence, sexual assault
20 or stalking, they may take reasonable leave from work, intermittent leave or leave on a reduced
21 leave schedule to seek related legal or law enforcement assistance or seek treatment by a
22 healthcare provider, mental health counseling or social services assistance. Nurses who are
23 family members of a victim may also take reasonable leave to help such family member obtain
24 similar treatment or help. This leave is unpaid unless the nurse uses any available paid time off
25 (i.e., sick leave, vacation). The nurse must provide advance notice of their need for such leave.
26 In the event of an emergency or unforeseen circumstances precluding advance notice, the nurse
27 or their designee must provide the County notice of the need for such a leave no later than the
28 end of the first day that the nurse takes such leave. If the County requests, the nurse may be
required to provide verification of the need for such leave and familial relationship (e.g., a birth

1 certificate, police report, court order, or documentation from the victim's clergy member, victim
2 advocate, attorney or healthcare provider). For the purpose of this section, "family member"
3 includes a nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the
4 nurse has a dating relationship.

5 **ARTICLE 21: DONATED LEAVE**

6 **Section 21.1.** All donations of sick leave and vacation leave made under this section are
7 strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or
8 any other compensation or benefits in exchange for donating vacation or sick leave hours.

9 **Section 21.2. Employee to Employee Donations.**

10 **21.2.1. Paid Leave Donation.** Any comprehensive leave eligible employee may
11 donate a portion of their accrued sick leave or vacation leave to another comprehensive leave
12 eligible employee consistent with this Article .

13 **21.2.2. Approval.** Donations require written approval from both the donating and
14 receiving employees' directors. If approved, the donated leave will be available the pay period
15 after the donation is processed by Department of Human Resources and Payroll.

16 **21.2.3. Vacation Leave hours.** An employee is limited to donating 80 hours of
17 accrued vacation per calendar year to another employee, unless the employee's department
18 director approves a greater amount Donated vacation leave will be converted to sick leave and
19 placed in the receiving employee's donated sick leave bank provided the receiving employee
20 meets the eligibility requirements under 21.2(F).
21

22 **21.2.4. Sick leave hours.** No donation shall be permitted unless the donating
23 employee's sick leave accrual balance immediately subsequent to the donation is one hundred
24 (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her
25 accrued sick leave in a calendar year.

26 **21.2.5.** Donation limits are exclusive of donations to the Emergency Medical
27 Leave

28 Fund under Section 21.5

**21.2.6. Eligibility to receive and use donated leave hours from another
employee.**

1 A. The receiving employee must have exhausted all paid leave accruals
2 (e.g., vacation leave, sick leave, comp-time).

3 B. The employee can only use donated leave for FMLA qualified reasons
4 and must be FMLA eligible.

5 **21.2.7. Calculation of Donated Vacation and Sick Leave.** Sick leave and
6 vacation hours donated shall be converted to a dollar value based on the donor's straight time
7 hourly rate at the time of donation. Such dollar value will then be divided by the receiving
8 employee's hourly rate to determine the actual number of hours received and placed in the
9 receiving employee's donated sick leave bank.

10 **21.2.8. No Reversion of Donated Leave.** Donated sick leave and vacation leave
11 hours remain with the recipient and do not revert to the donor.

12 **Section 21.3. No cash out of donated leave.** Donated sick leave and vacation leave
13 hours shall be excluded from the accrual payoff provisions contained in this Agreement, and sick
14 leave/vacation leave restoration provisions contained in this Agreement.

15 **Section 21.4. No accruals on donated leave.** Vacation and sick leave will not accrue on
16 donated leave as it is used.

17 **Section 21.5. Employee donations to an Emergency Medical Leave Fund – Pilot**
18 **Program.**

19 **21.5.1.** The County will create a pilot program effective January 2021, whereby a
20 comprehensive leave eligible employee may donate a portion of their accrued vacation and/or
21 sick leave hours to an "Emergency Medical Leave Fund" (Fund) that is managed by the
22 Department of Human Resources. At the County's discretion, the pilot program can either be
23 continued as a regular program or ended upon 30-day written notice to the Coalition.

24 **21.5.2.** Donations require written approval from the donating and receiving
25 employees'
26 directors. If approved, the donated leave will be available the pay period after the donation is
27 processed by DHR and Payroll.

28 **21.5.3. Vacation hours.** An employee is limited to donating 80 hours of accrued
vacation
per calendar year to this Fund, unless the employee's department director approves a greater
amount.

1 **21.5.4. Sick leave hours.** An employee can donate up to 25 hours of their accrued
2 sick
3 leave per year to this Fund, provided the donating employee's sick leave balance will be 100 hours
4 or more following the donation.

5 **21.5.5. Receive and use donated leave from the Emergency Medical Leave**
6 **Fund.**

7 **A.** The comprehensive leave eligible employee must submit a request to
8 DHR for hours.

9 **B.** The receiving employee must have exhausted all paid leave accruals
10 (e.g., vacation leave, sick leave, comp-time).

11 **C.** The employee can only use donated leave for FMLA qualified reasons
12 and must be FMLA eligible.

13 **D.** The leave for which the employee is requesting donations must be
14 anticipated to be at least one regular work week or more.

15 **E.** The maximum donation an employee can receive is up to 80 hours based
16 on the employee's normally scheduled hours during the biweekly pay
17 period (e.g., 40, 37, 35 hours), prorated for part-time employees.

18 **F.** Hours will be distributed on a first come first serve basis and only
19 awarded prospectively (i.e., the leave will not be awarded retroactively to
20 cover previous time in a no-pay status).

21 **21.5.6. Calculation of Donated Leave.** All donated hours shall be converted to a
22 dollar
23 value based on the donor's straight time hourly rate at the time of the donation. The dollar value
24 will then be divided by the receiving employee's straight time hourly rate to determine the actual
25 number of hours received. Hours received will be placed in the employee's donated sick leave
26 bucket.

27 **21.5.7. No guarantee that hours will be awarded.** Given there is only a finite
28 number of dollars in the Emergency Medical Leave Fund, there is no guarantee that hours will be
awarded.

21.5.8. 60-day use requirement. Donated hours not used within 60 days of being
awarded remain in or are returned to the Emergency Medical Leave Fund and do not revert to the
donor.

Section 21.6. No Cash Out of Donated Leave. Donated leave hours are excluded from
all payouts and restorations in this Agreement.

1 **Section 21.7. No accruals on donated leave.** Vacation and sick leave will not accrue on
2 donated leave as it is used.

3 **ARTICLE 22: BEREAVEMENT LEAVE**

4 **Section 22.1.** Comprehensive leave eligible employees (“Eligible Employees”) shall be
5 granted up to (5) days, with a maximum (40) hours (pro-rata for part-time) bereavement leave per
6 qualifying death of a member of the employee’s immediate family. Leave must be taken within
7 one year from the date of the death.

8 **Section 22.2.** Immediate family shall be defined as the employee’s:

- 9 A. spouse or domestic partner; or
10 B. legal guardian, ward, or any person whom the employee has legal custody; and
11 C. the following family members of the employee, the employee’s spouse, or the
12 employee’s domestic partner:

- 13 1. a child;
- 14 2. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a
15 person who stood or stands in loco parentis);
- 16 3. a grandparent;
- 17 4. a son or daughter-in-law;
- 18 5. a grandchild; or
- 19 6. a sibling.

20 **Section 22.3.** Employees who are not eligible for paid leaves may be granted leave without
21 pay, or may be allowed to use compensatory time, if available, for bereavement leave.

22 **Section 22.4.** When a holiday or regular day off falls during the leave, it shall not be
23 charged as bereavement leave.

24 **Section 22.5.** Any additional paid leave may be approved by mutual agreement between
25 the County and the employee.

26 **ARTICLE 23: CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT**

27 **Section 23.1. Training Leaves.** The County and the Association agree that continuous
28 upgrading of employee skills and knowledge is beneficial to providing quality health care
services to the public. Therefore, employees covered by this Agreement are encouraged to take
advantage of opportunities available for continuing study and self-improvement. To this end it
shall be a policy of the Health Department where feasible and at the discretion of the Department
Head to allow employees covered by this Agreement time off with or without pay and with or
without related expenses to attend professional meetings and/or Association meetings and
conferences which focus on job-related practice.

1 It is hereby agreed that the proceeding sections, do not, in any way, interfere with the
2 department head's authority to grant or deny leave with or without pay and with or without
3 related expenses.

4 **Section 23.2. Continuing Education Time.** The County shall provide all employees
5 with a minimum of five (5) days of paid leave annually for purposes of attending professional
6 meetings, seminars and classes to earn continuing education. For purposes of this section,
7 professional meetings shall be defined as: short-term conferences for professional growth and
8 development of the individual nurses related to nursing, and/or meetings and committee
9 activities of the professional association at the national, state or district level which are designed
10 to develop and promote the programs of the professional association in improving the quality and
11 availability of nursing service and health care or training. Conferences or portions of
12 conferences relating solely to union business are not considered professional meetings.

13 **ARTICLE 24: MILITARY LEAVE**

14 **Section 24.1. Military Leave.** Employees shall receive military leave in accordance with
15 King County policy, state and federal law, as amended.

16 **Section 24.2. RCW 38.40.060 Military Leave for Public Employees.** Every officer and
17 employee of the state or of any county, city or other political subdivision thereof who is a
18 member of the Washington national guard or of the army, navy, air force, coast guard, or marine
19 corps reserve of the United States, or of any organized reserve or armed forces of the United
20 States shall be entitled to and shall be granted military leave of absence from such employment
21 for a period not exceeding twenty-one (21) days during each year beginning October 1st and
22 ending the following September 30th. Such leave shall be granted in order that the person may
23 report for required military duty, training or drills, including those persons in the National Guard.
24 Such military leave of absence shall be in addition to any vacation or sick leave to which the
25 officer or employee might otherwise be entitled, and shall not involve any loss of efficiency
26 rating, privileges, or pay. During the period of military leave, the officer or employee shall
27 receive from the state, or the county, city, or other political subdivision his or her normal pay.

28 **Section 24.3. RCW 49.77.030 Entitlement to Leave.** During a period of military
conflict a nurse who is the spouse of a member of the armed forces of the United States, or the
National Guard or Reserves, who has been notified of an impending call or order to active duty,

1 or has been deployed, is entitled to a total of fifteen (15) days of unpaid leave per deployment.
2 Fifteen days of unpaid leave will be granted after the military spouse has been notified of an
3 impending call or order to active duty and before deployment or when the military spouse is on
4 leave from deployment. Any combination of leave without pay, compensatory time, vacation
5 leave, sick leave and/or personal holiday may be used, at the nurse's discretion. Nurses must
6 provide the County with notice, within five (5) business days of receiving official notice of an
7 impending call or order to active duty or of a leave from deployment, or of the nurse's spouse's
8 intention to take such leave under the circumstances stated above.

9 **ARTICLE 25: JURY DUTY LEAVE**

10 An employee shall suffer no monetary loss while on jury duty. The amount of any
11 compensation derived from jury duty during the employee's normal work schedule, except for
12 transportation allowance, shall be deducted from the gross pay due the employee for such period;
13 provided that an employee excused by the court on any day of such duty falling within his/her
14 normal (non-evening, non-night) work schedule shall notify his/her supervisor and if so directed
15 report for work for the balance of his/her normal shift.

16 An employee who is scheduled off work during a period when called to serve jury duty
17 will not suffer a loss of income as a result of serving jury duty. An employee who is scheduled
18 to work either evening or night shifts while on jury duty shall not be required to report to work
19 on any day when jury duty, including travel time, requires three or more hours of attendance. An
20 employee who does not work his/her scheduled evening or night shift due to jury duty shall not
21 suffer a loss of income as a result of serving on jury duty. An employee shall be relieved of
22 regular duties a minimum of sixteen (16) hours prior to reporting to serve jury duty. Similarly,
23 there must be a minimum of sixteen (16) hours between the time the employee is dismissed from
24 jury duty and the time the employee must report for regular duties.

25 **ARTICLE 26: EXECUTIVE LEAVE**

26 **Section 26.1 Executive Leave for FLSA Exempt Employees.** FLSA Exempt
27 Employees are eligible to receive Executive Leave pursuant to the King County Executive Leave
28 Pay and Leave Practices for Executive Administration and Professional Employees (Executive
Policy PER 8-1-2).

ARTICLE 27: UNPAID LEAVES OF ABSENCE

Section 27.1. Leaves of Absence. Leaves of absence shall be administered in

1 accordance with the County Personnel Guidelines.

2 **Section 27.2. Leaves of Absence Requests.** All leaves of absence are to be requested in
3 writing as far in advance as possible, stating all pertinent details and the amount of time
4 requested. An employee shall not lose accrued years of seniority when granted an unpaid leave
5 of absence for up to one year. Unpaid leaves of absence for (30) calendar days or less shall not
6 result in a loss of service credit or an adjustment to the service date.

7 **ARTICLE 28: SAFETY STANDARDS**

8 **Section 28.1 Safe Working Conditions.** Safe working conditions shall be provided in
9 compliance with the Washington Industrial Safety and Health Act (WISHA).

10 **Section 28.2 WISHA Standards.** All work shall be performed in a competent manner in
11 accordance with the Washington Industrial Safety and Health Act (WISHA).

12 **ARTICLE 29: REDUCTION IN FORCE, LAYOFF, RECALL**

13 **Section 29.1.1 Definitions.** The following definitions shall apply for the purposes of
14 administering this Article:

15 **29.1.2. Seniority.** The employee's total uninterrupted time in the bargaining unit,
16 measured as total compensated hours excluding overtime, and up to a cap of 2088 hours for each
17 consecutive 12-month period. If two employees have equal seniority, seniority shall be
18 determined by the adjusted service date reflecting the employee's date of hire into a King County
19 Career Service position. A Career Service employee covered by this Agreement who separates
20 from a Career Service bargaining unit position in good standing and returns to a Career Service
21 bargaining unit position within two years of separation, will be credited with previously accrued
22 bargaining unit seniority.

23 **29.1.3. Layoff.** Involuntary termination of employment or involuntary
24 reduction/increase of work hours due to the elimination/reduction/increase of the position or its
25 work hours for reasons of budget, efficiency or reorganization. An involuntary increase or
26 reduction in the regular working hours of a position shall create the same vacancy placement and
27 bumping rights for employees whose hours are increased/reduced as are created by the terms of
28 this Article for whose position is being eliminated, except as provided otherwise by the Part-
Time Employment Program.

29.1.4. Qualified. The employee possesses the necessary knowledge, skills and
abilities to competently perform the duties of a position; including required licenses and/or

1 certifications, and would be eligible to be appointed to the position as a new hire. The
2 determination of whether an employee is qualified is made by the Chief Nurse Officer at the time
3 of the Employee RIF Notice.

4 **29.1.5. Trial Service Period (TSP).** For purpose of this Section, if an employee
5 is required to serve a TSP pursuant to this Article, and the TSP is terminated by the employee or
6 the County according to the TSP terms stated in Article 34.7, the-employee will be placed in
7 layoff recall for a period of (2) years consistent with this Article.

8 **29.1.6. Layoff Divisions.** Bargaining unit employees are in positions located in
9 multiple departments and divisions in Public Health and the Department of Adult and Juvenile
10 Detention. Each division shall be considered a Layoff Division. All bumping shall be limited to
11 positions in the same Layoff Division where a position is being eliminated. A bargaining unit
12 employee can only bump other less senior bargaining unit employees within their Layoff
13 Division and cannot bump employees outside their Layoff Division.

14 Examples of current Layoff Divisions:

- 15 1. Nursing Office
- 16 2. Community Health Services
- 17 3. Prevention
- 18 4. Jail Health Services
- 19 5. Juvenile Detention

20 **29.1.7. Employment Sector.** Means the locality of the assigned work site of the
employee subject to layoff:

21 **A.** Jail Health Services (JHS) Sector; includes

- 22 i. King County Correctional Facility
- 23 ii. Regional Justice Center Jail

24 **B.** North Sector; Sites Include north of I-90, plus Columbia, sites in
25 North Region A, and sites in North Region B.

26 **C.** South Sector; sites includes south of I-90 plus sites in South
27 Region A and South Region B.

28 **Section 29.2. RIF Process: Individual Career Service Position**

29.2.1. Introduction. When the Department determines there is a need to
eliminate a position, or reduce or increase the working hours of an individual existing position,

1 the Department shall identify by job class and work site which position is to be eliminated or
2 subject to involuntary increase or decrease in work hours. In the case of an involuntary increase
3 or decrease in the work hours of a position, an affected employee shall first be given the ability
4 to voluntarily accept the new work hours. The RIF Process outlined below shall not apply if an
5 involuntary increase or decrease of a position's work hours occurs pursuant to the terms of the
6 Part-Time Employment Program.

7 **29.2.2. Employee RIF Notice.** A Career Service employee in a position impacted
8 by layoff shall be notified at least (30) calendar days prior to the effective date of such layoff.
9 The notice will include relevant information for the nurse to select Steps below, including notice
10 of all available vacant bargaining unit positions. An informational copy of the notice will be
11 provided to the Association.

12 **29.2.3. Employee RIF Steps.** Upon receipt of the Employee RIF Notice, the
13 employee shall be allowed (14) calendar days to indicate their RIF Step selection. If the
14 employee does not elect to be laid off (i.e., RIF Step 1), the employee must then elect to move
15 into one or more available vacancies in accordance with RIF Step 2. If no vacancies are
16 available to the employee under RIF Step 2, the employee may elect voluntarily to move into an
17 available position under RIF Step 3 or choose to skip RIF Step 3 and proceed to RIF Step 4, and
18 then Step 5. However, if an Exception is granted per 29.4.1 to an employee incumbent in their
19 position, the employee shall not be subject to displacement by application of Step 4 and 5 (i.e.
20 bumping) by a nurse with higher seniority. When an employee submits their RIF Step elections
21 per the process below, the elections shall not be subject to further change by the employee.

22 **A. RIF STEP 1.** Employee can elect to be laid off and placed on the layoff
23 recall list.

24 Employee can choose to skip Step 1 and proceed to Step 2.

25 **B. RIF STEP 2.** Employee must elect to move into vacant position(s) in the
26 same job classification, same FTE, same Employment Sector, and in the
27 same layoff division, provided the employee is qualified for the
28 position(s). The Employee may choose to elect to move into one or more
vacant positions in a different Layoff Division if they are qualified for the
position. If the employee chooses to transition to a vacant position in a
different Layoff Division or a different program within a Layoff Division
and is deemed qualified, the employee must serve a trial service period.

If there are no vacancies the employee can fill per Step 2, the

1 employee can choose to proceed to Step 3 or directly to Step 4.

2
3 **C. RIF STEP 3.** The employee may elect to move to a vacant bargaining
4 unit position in a lower job class, provided the employee is qualified. Step
5 3 is not limited to vacancies within the applicable Layoff Division. The
6 employee must serve a (6) month trial service period when moving to a
7 position in a lower job class.

8 Employee can choose to skip Step 3 and proceed directly to Step 4.

9 **D. RIF STEP 4.** Employee can elect to bump (i.e., displace) the least senior
10 employee in the same job class within the same Layoff Division, provided
11 the employee is qualified to bump into the position, has more seniority
12 than the incumbent employee, and an exception has not been granted per
13 29.4.1. If the employee is unable to bump the least senior employee, the
14 next least senior employee may be displaced from their position subject to
15 the bumping terms. An employee may not bump: (1) a higher senior
16 employee; (2) a less senior employee in another Layoff Division; (3)
17 bump into a position if they are not deemed qualified; or (4) bump an
18 employee in a position that has been granted an Exception.

19 If there are no other
20 employees the employee can bump via Step 4, the employee shall be able
21 to proceed to bump consistent with Step 5.

22 **E. RIF STEP 5.** Employee can elect to bump the least senior employee in the
23 bargaining unit in a lower paid classification in the same Layoff Division
24 (e.g., PHN may bump RN), provided the employee has successfully
25 completed a probationary period in the lower level classification. An
26 employee may not bump: (1) a higher senior employee; (2) a less senior
27 employee in another Layoff Division; (3) bump into a position if they are
28 not deemed qualified; or (4) bump an employee that has been granted an
Exception per 29.4.1.

If there are no other employees the employee can bump per Step 5, the
employee shall be subject to layoff, separated from employment, and
placed on the layoff recall list.

29.2.4 EXCEPTION. Modification to seniority-based bumping in (Step 4 and 5)
above may be authorized by the Chief Nurse Officer in consultation with manager/designee and
human resources. Notice shall be provided to the Association that bumping out of seniority order
is necessary to retain essential skills and qualifications.

1 **Section 29.3. RIF Process: Multiple Career Service Positions**

2 **29.3.1. Introduction.** When the Department determines the need to eliminate or
3 change the work hours of multiple positions, the incumbents in the positions to be affected shall
4 be notified at least (30) calendar days prior to the effective date of the RIF (i.e., via Employee
5 RIF Notice), and the following RIF Process shall be used.

6 **29.3.2. Employee RIF Notice and RIF Steps.** The County shall provide all
7 potentially impacted employees a RIF Notice at least (30) calendar days prior to the effective
8 date of the RIF. After receipt of RIF Notice, each employee shall be allowed (14) calendar days
9 to elect RIF Steps 1-5 stated above in accordance with the aforementioned rules regarding the
10 exercise of RIF Steps. Application of the employees' selected RIF Steps will be administered in
11 seniority order, with the most senior affected employee administered first, and the next most
12 senior employee administered second, and so forth until all impacted employee elected RIF Steps
13 have been processed. Administration of employee elections will be based on the elections being
14 timely and properly submitted by the impacted employees within the 14-day election period,
15 starting the date the layoff notice was issued. Any vacancies must be filled under Step 2 if the
16 nurse is qualified for the position prior to the nurse having the right to displace a less senior
17 employee by application of Step 4 or Step 5. If an Exception is granted per 29.6.1 to an
18 individual employee and their position, the employee shall not be subject to displacement
19 through the application of Step 4 or Step 5 (i.e. bumping). When an employee submits their RIF
20 Step elections, the elections shall not be subject to further change by the employee.

21 **29.3.4. EXCEPTION.** An exception to seniority-based bumping may be
22 authorized by the Chief Nurse Officer, with notice to the Association, only if bumping out of
23 order is required to retain essential skills and qualifications.

24 **Section 29.4. Appeal.** The Chief Nurse Officer shall determine which positions an
25 employee subject to layoff is qualified to select as an option. If the employee subject to layoff is
26 not in agreement with the decision, the employee may appeal the decision to the Division
27 Director within (14) calendar days. If an appeal is filed, the decision by the Division Director
28 shall be final. If no appeal is filed, the decision by the Chief Nurse Officer is final. The
determination whether an employee is qualified will assume an appropriate orientation to the
new position.

Section 29.5. Layoff Recall List. Employees that separate employment due to a RIF

1 Process (or unsuccessful completion of trial service that results in layoff) shall be asked whether
2 they would like to be placed on the layoff recall list for a period of two years commencing from
3 the effective date of their separation. Employees that affirm their interest to be placed on the
4 layoff recall list shall be recalled to openings for which they are qualified in the classification
5 that they were laid off in seniority order. Employee refusal of a recall job offer that is the same
6 work hours and classification from which the employee was laid off shall result in removal from
7 the recall list, unless the County authorizes an exception in writing.

8 Employees who are recalled into a position shall not serve a Trial Service Period if the
9 new position is the same job classification, same program, and same Layoff Division as the
10 position from which the employee was laid off. A recalled employee will serve a TSP if the new
11 position is in a different job classification, or a different Layoff Division, or in a different
12 program within a Layoff Division from the position in which they were laid off.

13 In the event the employee does not successfully complete trial service, the employee shall
14 be placed on the layoff recall list for the remainder of the duration of the employee's initial two-
15 year recall period (not counting time spent while employed on trial service). If an employee is
16 unsuccessful at two consecutive trial service periods, the employee will be ineligible for a third
17 layoff recall opportunity and shall not be returned to the layoff recall list.

18 The County may offer additional layoff options including, but not limited to, placement
19 in other King County positions as provided in the Workforce Management Plan or other County
20 policies.

21 **Section 29.6.** Pursuant to the provisions of R.C.W. Title 50, King County is a
22 participating County in the regular state unemployment compensation program.

23 **ARTICLE 30: GRIEVANCE PROCEDURE**

24 **Section 30.1. Introduction.** The County and the Association recognize the importance
25 and desirability of settling grievances promptly and fairly in the interest of continued good
26 employee relations and morale and to this end the following procedure is outlined. To
27 accomplish this, every effort will be made to settle grievances at the lowest possible level of
28 supervision. The Association, employee, and the immediate supervisor are encouraged to make
every attempt to appropriately resolve issues of concern between themselves in a timely manner
prior to filing a formal grievance. Upon timely request by an Association representative to the
County, the time period for initial filing of a grievance may be extended for a mutually agreed

1 time in writing, to allow for efforts to resolve a potential grievance. Employees will be free from
2 coercion, discrimination or reprisal for seeking a resolution of their grievances.

3 **Section 30.2. Valid Grievance and Arbitrability.** A grievance subject to adjudication
4 through this grievance procedure shall be defined as an alleged violation of one or more terms of
5 this Agreement, and the Association shall provide the required information at each step in the
6 grievance procedure. The required information that must be filed by the Association with a
7 grievance, includes the following:

- 8 (1) relevant background information and statement about the act or omission
9 which is the basis for the grievance;
- 10 (2) the date of such act or omission if known;
- 11 (3) the Article(s) and Section(s) of this Agreement the Association asserts were
12 violated or misapplied;
- 13 (4) Association’s formal remedy requested; and,
- 14 (5) Association may also provide an informal proposed settlement resolution.

15 The Association shall not advance grievances related to disputing disciplinary action or
16 termination concerning probationary and temporary employees (i.e., term-limited temporary and
17 short-term temporary) because such employees are considered in “at-will” employment status.
18 The Association may pursue grievances on behalf of temporary employees related to other
19 alleged violations of the Agreement unrelated to disciplinary action.

20 The parties agree verbal coaching and counseling, letters of expectations, performance
21 improvement plans, and similar non-disciplinary management interventions are not considered
22 disciplinary action subject to just cause or the grievance procedure. A Verbal Reprimand or
23 Written Reprimand may only be pursued to Step 3 of the grievance procedure and shall not be
24 subject to further appeal at Step 4 Arbitration.

25 **Section 30.3 Exclusive Representative.** If employees have access to the Personnel
26 Board for adjudicating disciplinary or reclassification grievances, selection by the employee of
27 one procedure will preclude access to other procedures. If the employee chooses to access the
28 Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall
waive the Association’s legal obligations for representation, unless mutually agreed otherwise.

Section 30.4 Grievance Process.

STEP 1. Supervisor. A grievance shall be presented in writing by the

1 Association on behalf of the aggrieved employee within thirty (30) calendar days of the
2 occurrence, or the date the employee should have known of the occurrence of such grievance to
3 the employee's immediate supervisor or designee. The written grievance shall include the
4 required information in Section 30.2.

5 The immediate supervisor shall meet with the Association representative (and grievant if
6 applicable). The immediate supervisor or designee will contact the Association representative
7 within fifteen (15) calendar days of receipt of the written grievance to schedule the meeting. If
8 applicable, the grievance meeting will be held during the employees' regular working hours.
9 Every effort will be made to schedule this meeting within twenty-five (25) calendar days of the
10 receipt of the written grievance by the immediate supervisor. The supervisor may issue a
11 decision based upon the information available at the time if the Association representative is
12 unable to attend a meeting in person within a reasonable period of time sixty (60 calendar days),
13 except for extraordinary circumstances (e.g., where a medically verifiable injury or illness
14 exists). The supervisor shall notify the employee and the Association representative in writing of
15 their decision within fifteen (15) calendar days after the meeting. If the response is sent via
16 email, a "delivery receipt" will be added to the County email. If a grievance is not pursued to the
17 next level within fifteen (15) calendar days of the Step 1 decision response provided to the
18 Association, it shall be presumed resolved.

19 **STEP 2. Division Manager.** If after thorough discussion with the immediate
20 supervisor the grievance has not been satisfactorily resolved, the Association representative shall
21 then present the grievance to the Division Manager/designee for investigation, discussion, and
22 written reply. The written grievance shall include the required information from [Section 30.2].

23 The Division Manager/designee will contact the Association representative within
24 fifteen(15) calendar days of receipt of the written grievance to schedule the meeting. Every effort
25 will be made to schedule this meeting within twenty-five (25) calendar days of the receipt of the
26 written grievance by the Division Manager or designee. If applicable, the grievance meeting
27 should be held during a grievant's regularly scheduled working hours if the Association has
28 asked the grievant to attend. The Division Manager/designee after consulting with appropriate
management stakeholders shall make a written decision available to the Association
representative within fifteen (15) calendar days after the meeting. If the grievance is not pursued
to the next higher level within fifteen (15) calendar days from the Association's receipt of the

1 Division Manager's written decision, it shall be presumed resolved.

2 **STEP 3. Office of Labor Relations.** If the decision at Step 2 has not
3 satisfactorily resolved the grievance, the Association may submit the grievance in writing to the
4 Office of Labor Relations Director and designated Labor Negotiator assigned to this Agreement.
5 The written grievance shall include the required information in [Section 30.2]. Every effort will
6 be made to schedule this meeting within twenty-five (25) calendar days of the receipt of the
7 written grievance by the Negotiator. If the Association invites a grievant to attend the meeting,
8 the meeting should be held during the employee's regular working hours. The Negotiator, after
9 investigation and appropriate consultation with management stakeholders, shall make a written
10 decision available to the Association representative within fifteen (15) calendar days after the
11 Step 3 hearing. If the response is sent via email, a "delivery receipt" will be added to the County
12 email. If the grievance is not pursued to the next higher level within forty-five (45) calendar
13 days from the Association's receipt of the Step 3 written decision, it shall be presumed resolved.

14 **STEP 4. Mediation and/or Arbitration.** Should the decision of the Negotiator
15 not resolve the grievance at Step 3, the parties, prior to submitting a dispute to arbitration, may
16 agree to select a neutral third party to serve as mediator. This agreement shall be reached within
17 thirty (30) calendar days of receipt of the Step 3 response by the Association. If such agreement
18 cannot be reached, the Association may request arbitration within sixty (60) calendar days of
19 receipt of the Step 3 decision. If mediation is undertaken and is not successful, the Association
20 may request arbitration within thirty (30) calendar days if either the County or the Association
21 declares impasse at mediation. The arbitration request shall be submitted in writing to the
22 Director of the Office of Labor Relations and the Negotiator. Should arbitration be chosen, the
23 parties shall then select a third disinterested party to serve as arbitrator. In the event that the
24 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
25 eleven (11) arbitrators furnished by the Federal Mediation Conciliation Services. The arbitrator
26 will be selected from the list by both the department representative and the Association, each
27 alternately striking a name from the list until only one remains. The arbitrator shall be asked to
28 render a decision promptly and the decision of the arbitrator shall be final and binding on both
parties.

 In connection with any arbitration proceeding held pursuant to this Agreement, it is
understood as follows:

1 1. The arbitrator shall have no power to render a decision that will add to,
2 subtract from, or alter, change, or modify the terms of this Agreement, and their power shall be
3 limited to interpretation or application of the express terms of this Agreement, and all other
4 matters shall be excluded from arbitration. Additionally, the arbitrator must comply and adhere
5 to any agreed upon limitations set forth expressly in this grievance procedure, including those
6 described in [Section 30.2].

7 2. No matter may be arbitrated which the County by law, has no authority over,
8 has no authority to change, or has been delegated to any civil service commission or personnel
9 board, as defined in the RCW 41.56.

10 3. The cost of the arbitrator shall be borne equally by the County and the
11 Association, and each party shall bear the cost of presenting its own case. Each party shall bear
12 the cost of its own attorneys' fees regardless of the outcome of the arbitration.

13 The parties agree to otherwise abide by the award made in connection with any arbitrable
14 difference. Each party shall bear the cost of any witnesses appearing on that party's behalf.

15 **Section 30.5 Time Limits.** Failure by the Association to comply with any time
16 limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
17 however, any time limits stipulated in the grievance procedure may be extended for stated
18 periods of time by the Association and County by mutual agreement in writing. Where a deadline
19 falls on a weekend or holiday, the deadline will be extended to the next day that is not a weekend
20 or holiday. If the Association has not received a response after a hearing at Step 1 or Step 2 or
21 Step 3 within the time frames listed, the Association may elevate the grievance to the next step.

22 **Section 30.6. Back Pay Awards.** Arbitration awards shall not be made retroactive
23 beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date
24 being fifteen (15) calendar or less days prior to the initial filing of the grievance, unless the
25 circumstances of the grievance were not and could not have been known by the grievant.

26 **Section 30.7. Association Grievances.** A grievance in the interest of two or more
27 employees in the bargaining unit shall be reduced to writing by the Association and may be
28 introduced at Step 2 of the contract grievance procedure to the Division Manager or designee and
be processed within the time limits set forth herein.

ARTICLE 31: WAIVER CLAUSE

Section 31.1. The parties acknowledge that each has had the unlimited right within the

1 law and the opportunity to make demands and proposals with respect to any matter deemed a
2 proper subject for collective bargaining. The results of the exercise of that right and opportunity
3 are set forth in this Agreement. Therefore, the County and the signatory organization, for the
4 duration of this Agreement, each agree to waive the right to oblige the other party to bargain with
5 respect to any subject or matter not specifically referred to or covered in this Agreement.

6 **ARTICLE 32: WORK STOPPAGES**

7 **Section 32.1 No Work Stoppages.** The County and the Association agree that the public
8 interest requires the efficient and uninterrupted performance of Health Department services and
9 to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
10 During the life of this Agreement, the Association or its members shall not cause or condone any
11 work stoppage, strike, slow down or refusal to perform customarily assigned duties, sick leave
12 absence which is not bona fide, or other interference with County functions by employees under
13 this Agreement, and should same occur, the Association agrees to take appropriate steps to end
14 such interference. Any concerted action by any employees in the bargaining unit shall be
15 deemed a work stoppage if any of the above activities have occurred.

16 **Section 32.2 Association's Responsibilities.** Upon notification in writing by the County
17 to the Association that any of its members are engaged in a work stoppage, the Association shall
18 immediately, in writing, order such members to immediately cease engaging in such work
19 stoppage and provide the County with a copy of such order. In addition, if requested by the
20 County, a responsible official of the Association shall order such Association members to cease
21 engaging in such work stoppage.

22 **Section 32.3** Any employee participating in such work stoppage or in other ways
23 committing an act prohibited in this Article shall be considered absent without leave and shall be
24 considered to have resigned.

25 **ARTICLE 33: SAVINGS CLAUSE**

26 Should any part hereof or any provision herein contained be rendered or declared invalid
27 by reason of any existing or subsequently enacted legislation or by any decree of a court of
28 competent jurisdiction, such invalidation of such part or portion of this Contract shall not
invalidate the remaining portions hereof; provided, however, upon such invalidation the parties
agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected.

The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 34: DEFINITIONS**

2 **Section 34.1 Terminology.** The terms used in this collective bargaining agreement shall
3 have the same definitions specified in King County Code 3.12 Personnel System (KCC), and
4 specifically 3.12.010 Definitions, as amended. For illustrative purposes and to improve CBA
5 administration, a few terms defined by KCC are provided below in *PART A*, but are not intended
6 to modify the term definitions provided in KCC. *PART B* of this Article contains terms and
7 definitions unique to this CBA.

8 ***PART A: KCC TERMS***

9 **Section 34.2 “Class” or “classification?”** means a position or group of positions,
10 established under authority of this chapter, sufficiently similar in respect to the duties,
11 responsibilities and authority thereof, that the same descriptive title may be used to designate
12 each position allocated to the class.

13 **Section 34.3 “Career Service employee”** means a county employee appointed to a
14 Career Service position as a result of the selection procedure provided for in King County Code,
15 Chapter 3, as amended, and who has completed the probationary period.

16 **Section 34.4 “Comprehensive Leave Benefit Eligible Employee”** is a new employment
17 status term in KCC that includes full-time regular, part-time regular, provisional, probationary
18 and term-limited temporary employees/positions. Excluded are employees in short-term
19 temporary (STT) positions and administrative interns/positions. See KCC for specific definitions
20 of these terms. This term was created, in part, to recognize that STTs are newly eligible to
21 accrue sick leave in accordance with state law.

22 **Section 34.5 “Term-limited temporary employee”** means a temporary employee who
23 is employed in a term-limited temporary position. Term-Limited Temporary employees are not
24 members of the Career Service. Term-Limited Temporary employees may not be employed in
25 term-limited temporary positions longer than three years beyond the date of hire, except that for
26 grant-funded projects capital improvement projects and information systems technology projects
27 the maximum period may be extended up to five years upon approval of the director. The
28 director shall maintain a current list of all term-limited temporary employees by department.

Section 34.6 “Short-term temporary employee” means a temporary employee who in
in a type of position in which a temporary employee works less than nine hundred ten hours in a
calendar year in a work unit in which a thirty-five-hour work week is standard or less than one

1 thousand forty hours in a calendar year in a work unit in which a forty-hour work week is
2 standard. Where the standard work week falls between thirty-five and forty hours, the director,
3 in consultation with the department, is responsible for determining what hour threshold will
4 apply.

5 ***PART B: SPECIAL CBA TERMS***

6 **Section 34.7 Trial Service Period (“TSP”).** The County may initiate a TSP for an
7 employee per Section 11.4 Lateral Voluntary Transfer and Article 29 Reduction in Force,
8 Layoff, Recall.

9 The purpose of a TSP is to provide the employee with the opportunity to acquire
10 knowledge, training and skills necessary to competently perform in a new position. The
11 timeframe for a TSP shall be (6) six months in duration, which may be waived early by the
12 County if the employee demonstrates sufficient competency in the position. The County may end
13 a TSP if management objectively assesses that an employee is not demonstrating sufficient
14 progress to be able to competently perform the duties of the new position by the end of the TSP
15 period. Likewise, an employee may end the TSP if they determine the new position is not an
16 appropriate match. Unlike probation, successful completion of a TSP does not result in a wage
17 step increase.

18 **A. TSP in Layoff Recall Scenario.** If an employee is serving a TSP as a result of
19 being
20 recalled to a new position per Article 29.5, and the County ends the TSP for the reasons stated in
21 the foregoing paragraph, the employee will be placed back in layoff recall status. In the event the
22 employee does not complete TSP, the employee shall be placed back on the layoff recall list for
23 the remainder of the duration of the employee’s initial two-year recall period, except all time
24 spent in TSP status will be added to the layoff recall period. For example, assume employee is
25 laid off January 2020. They are in layoff recall status for 6 months, and recalled June 2020, and
26 must serve a (6) month TSP. Employee terminates TSP on August 2020 (3 months of TSP) and
27 returns to layoff recall status. Employee will be eligible for layoff recall until March 2022
28 because their layoff recall period was extended by (3) months due to time spent in TSP.

B. TSP in Voluntary Transfer Scenario. If an employee is serving a TSP per a
Lateral Voluntary Transfer, and the employee or management terminate the TSP for the reasons
stated above, the employee shall be moved back into their former position occupied prior to the

1 transfer if the position is vacant and available. If their former position is not available, the
2 employee may elect to move into any available vacancy that is in the same classification, same
3 Division, and same program as their former position. If the employee is not qualified for any
4 available vacancy above, the employee will be laid off and placed directly in layoff recall.

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6 **ARTICLE 35: TERM OF AGREEMENT**

7 This Agreement (inclusive of all Addendums) covers the period from January 1, 2021,
8 through December 31, 2022. The terms shall be in effect when ratified by the parties, unless a
9 different effective date is specified. Written notice must be served by either party upon the other
10 party of its intent to terminate or modify this Agreement not less than sixty (60) days prior to
11 December 31, 2022.

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13 APPROVED this _____ day of _____, 2021.

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17 By: _____
18 King County Executive
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FOR WASHINGTON STATE NURSES ASSOCIATION – SUPERVISORS AND MANAGERS UNIT:

Sean Dumas	Feb 10, 2021
Sean Dumas, RN, WSNA Negotiation Team Member	Date
Amy Curtis, RN, BSN	Feb 10, 2021
Amy Curtis, RN, BSN, WSNA Negotiation Team Member	Date
Lois Schipper	Feb 10, 2021
Lois Schipper, RN, MPH, BSN, WSNA Negotiation Team Member	Date
Sydne James	Feb 10, 2021
Sydne James, RN; BSN, WSNA Nurse Representative	Date
Danielle Franco-Malone	Feb 10, 2021
Danielle Franco-Malone, Partner, Barnard Iglitzin & Lavitt LLP Attorney	Date

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ADDENDUM B
ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

The Washington State Nurses Association (the Association) and King County (the County) agree that the Department of Adult and Juvenile Detention may end meal service provided in jail facilities subsequent to the date that agreements to end meal service are ratified with the King County Corrections Guild (Department of Adult & Juvenile Detention) and the Washington State Nurses Association (Staff Nurses - Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)). The terms of the parties' Collective Bargaining Agreement provide sufficient consideration for the elimination of meal service in jail facilities.

ADDENDUM C
EMPLOYEE PERSONAL VEHICLE
PARKING RATES
GOAT HILL GARAGE AND KING STREET CENTER

King County and the Washington State Nurses Association, representing Supervisors and Managers in Seattle-King County Public Health, agree employees under this collective bargaining agreement who choose to use their own personal vehicles and park at the Goat Hill Garage or King Street Center will be subject to parking rates as follows. Parking fee reimbursement at Goat Hill will be provided to nurses assigned to night shift at the King County Correctional Facility.

Rates	Type	Current	Increase
Monthly Rates	Unreserved	\$260	\$300
	Reserved	\$300	\$385
	Carpool/Electric Car	\$182	\$210
	ADA	\$130	\$150
Daily Rates	Daily Maximum	\$15	\$20
	After-Hours / Weekend	\$7	\$7
	Motorcycles	\$5	\$5

Signature: Sydne James
Sydne James (Feb 10, 2021 08:38 PST)

Email: sjames@wsna.org

Signature: Sean S. Dumas
Sean S. Dumas (Feb 10, 2021 11:08 PST)

Email: sean.dumas@kingcounty.gov

Signature: Amy M. Curtis, RN, BSN
Amy M. Curtis, RN, BSN (Feb 10, 2021 11:44 PST)

Email: amy.curtis@kingcounty.gov

Signature: Danielle Franco-Malone
Danielle Franco-Malone (Feb 10, 2021 11:07 PST)

Email: franco@workerlaw.com

Signature: Lois Schipper
Lois Schipper (Feb 10, 2021 11:43 PST)

Email: lois.schipper@kingcounty.gov