

**Proposed No.** 2024-0332.1

## **KING COUNTY**

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

# **Signature Report**

## Ordinance 19836

**Sponsors** Upthegrove

1 AN ORDINANCE approving and adopting the 2 memorandum of agreement negotiated by and between 3 King County and the Washington State Nurses Association, 4 representing nurse supervisors and managers in the 5 department of public health and establishing the effective 6 date of the agreement. 7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY: 8 SECTION 1. The memorandum of agreement negotiated by and between King 9 County and the Washington State Nurses Association, representing nurse supervisors and 10 managers in the department of public health, which is Attachment A to this ordinance, is 11 hereby approved and adopted by this reference made a part hereof.

ATTEST:

DocuSigned by:

Melani Hay

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Melani Hay, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 10/28/2024

- 12 <u>SECTION 2.</u> Terms and conditions of the agreement shall be effective from
- 13 January 1, 2025, through and including December 31, 2025.

Ordinance 19836 was introduced on 10/8/2024 and passed by the Metropolitan King County Council on 10/15/2024, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Upthegrove and Zahilay Excused: 1 - von Reichbauer

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Daud Upto E76CE01F07B14EF...

Dave Upthegrove, Chair

Signed by:

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Dow Constantine, County Executive

**Attachments:** A. Memorandum of Agreement By and Between King County and Washington State Nurses Association - Supervisors Unit

## Ordinance 19836

#### MEMORANDUM OF AGREEMENT

## BY AND BETWEEN

#### KING COUNTY

#### AND

#### WASHINGTON STATE NURSES ASSOCIATION – SUPERVISORS UNIT

**Subject**: Washington State Nurses Association Agreement 2025 Extension

**Background**: King County (the County) and the Washington State Nurses Association (WSNA) (together, Parties) are parties to a Collective Bargaining Agreement for the period January 1, 2023, through December 31, 2024 (2023-2024 CBA). The parties have bargained in good faith to address their interests regarding establishment of a 1-year extension agreement.

On September 10, 2024, the parties reached tentative agreement on the continuation of some terms and conditions of the 2023-2024 CBA that were scheduled to expire on December 31, 2024. The parties expressly agree the terms and conditions enumerated below modify their 2023-2024 CBA (including addenda).

WSNA supports the terms of this MOA and recommends ratification of this MOA.

**Agreement**: The terms and conditions set forth in this MOA apply to the Supervisors bargaining unit. The Parties agree:

- 1. To a one-year extension of their 2023-2024 CBA, through December 31, 2025. Except as provided herein, the terms of the parties' 2023-2024 CBA (including addenda) remain in effect during that time.
- 2. COLA Effective January 1, 2025, WSNA-represented positions shall receive a cost-of-living adjustment (COLA) applied to 2024 base wages derived from the formula below.
  - A. COLA will be 95 percent of the average growth rate of the six prior bimonthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2025, shall be calculated as the average of the year-over-year percentages from the August 2023, October 2023, December 2023, February 2024, April 2024, and June 2024 values of the CPI-W.

- **B.** A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2024 year-over-year change is the percentage change in the June 2024 CPI-W compared to the June 2023 CPI-W.
- C. Regardless of the result calculated using this formula, the annual COLA shall not be more than 4% and shall not be less than 2%.
- 3. Ratification Incentive WSNA agrees to this MOA as the result of good faith bargaining, and will notify the King County Office of Labor Relations of the status of their member ratification votes on or before 6:30 pm on Wednesday, September 18, 2024. Ratification this Agreement by 6:30 pm on September 18, 2024, will result in an additional 1.5% General Wage Increase (GWI) effective January 1, 2025. The 1.5% GWI has been updated because the COLA calculation has been determined. The total between the 2025 COLA and the Ratification Incentive will be 5.5%.
- 4. Article 7 Health and Insurance Benefits: The third sentence of Article 7.1 shall be changed to: "The JLMIC has negotiated the benefits agreement for 2023, 2024, and 2025."
- **5. Article 9.2.2:** This Section shall be changed to:

Due to extreme recruiting and retention challenges facing Jail Health Services, nurses working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the "After-Hours" rate. This benefit shall sunset on December 31, 2025, but may be extended by agreement of the parties into the next contract term if severe recruiting and retention challenges remain. Current practices relating to employee parking at the CCFJC will continue through the term of this Agreement.

**6.** New Article 10.12: The following new Article 10.12 shall be added to the CBA:

The County supports telecommuting and alternative work schedules as work arrangements that strengthen the resiliency of its workforce. Each bargaining unit employee shall have the opportunity to request the option to telecommute or request to have an alternative work schedule. Requests for telecommuting arrangements or alternative work arrangements by employees will not be unreasonably denied. Any denial will be in writing and explain the reasons for the denial.

7. Replacement of Addendum D of the current CBA: Addendum D of the 2023-2024 CBA shall be replaced with the following:

The parties met and engaged in Longevity Steps Working Committee work in early 2024, for the purpose of trying to align the Employer's wage schedule with industry standard steps. The result of this work will become the foundation for the parties' negotiations of a successor contract.

- 8. Successor WSNA Bargaining The parties commit to begin meeting in January of 2025, to begin successor negotiations.
- 9. The County is in the process of providing and agrees to provide by September 30, 2024, the following information to the Union for all current, active bargaining unit members:
  - a. The specific criteria that were used to place each current, active bargaining unit employee at their initial step when they began employment in the bargaining unit and, if different, the criteria that were used to place each bargaining unit employee at the step at which they were placed when they began employment in their current position (i.e. if the employee was placed at step 4, for example, which of the criteria and number of years in CBA Section 11.6.1 A-D (or its predecessors) were used to determine that step placement); and
  - b. Hire letters for each current, active bargaining unit employee, for each of their bargaining unit positions.

The County will make its best efforts to provide job applications for all current, active bargaining unit employees, for each of their bargaining unit positions, by November 15, 2024.

- 10. The parties acknowledge that this Agreement is subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington.
- 11. Any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement shall be subject to the grievance/arbitration procedures in the Collective Bargaining Agreement between the County and WSNA.

APPROVED this	day of	, 2024.
	By:	
	King County Execut	ive

For The Washington State Nurses Association:	
kristen kussmann	9/20/2024
Kristen Kussmann, Labor Counsel	Date
Linda Burbank	9/20/2024
Linda Burbank, Nurse Representative	Date
DocuSigned by:  F21BF5D14F154DD	9/20/2024
Zerai Asgedom	Date
DocuSigned by:  165B6271D67B4C6	9/20/2024
Annie Roberts	Date
Signed by:	
Christopher Salatka	9/23/2024
Christopher Salatka	Date
Signed by:	
7E0EA32969F04BD	9/24/2024
Nicole Klein	Date

# **DocuSign**

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Cherie Camp

401 5TH AVE

SEATTLE, WA 98104

Cherie.Camp@kingcounty.gov IP Address: 198.49.222.20

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Cherie.Camp@kingcounty.gov

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Signer Events

Dave Upthegrove dave.upthegrove@kingcounty.gov

Chair

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ID: 317d712c-d37e-4abb-a75a-a835287fdfc5

Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council King County Council

Security Level: Email, Account Authentication

(None)

Melani Hay 8DE1BB375AD3422

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**Dow Constantine** 

Dow.Constantine@kingcounty.gov

King County Executive

Security Level: Email, Account Authentication

(None)

Dow Contact:
4FBCAB8196AE4C6...

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Mickayla Rogers

Administrator I King County

(None)

mirogers@kingcounty.gov

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:**Not Offered via DocuSign

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	10/16/2024 10:39:02 AM		
Envelope Updated	Security Checked	10/17/2024 11:41:17 AM		
Certified Delivered	Security Checked	10/28/2024 2:05:12 PM		
Signing Complete	Security Checked	10/28/2024 2:05:38 PM		
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