

ATTACHMENT A

**AGREEMENT BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
SEATTLE KING COUNTY PUBLIC HEALTH AND
DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION**

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1 sensory, mental or physical disability, unless based on a bona fide occupational qualification
2 reasonably necessary to the normal operation of the Employer.

3 **Section 2.3 Avenue of Redress:** Complaints or charges under this Article shall be pursued
4 through appropriate equal employment opportunity agencies of the Federal, County, City or State,
5 rather than through the contract grievance procedures. Employees are encouraged to discuss issues of
6 concern related to this Article with his/her immediate supervisor or department of human resource
7 professional or the Employer's Diversity Manager.

8 **ARTICLE 3: RECOGNITION, BARGAINING UNIT MEMBERSHIP AND DUES**

9 **Section 3.1 Bargaining Unit.** The County hereby recognizes the Association as the exclusive
10 collective bargaining representative for the purposes stated in Chapter 41.56 RCW, of all employees
11 employed within the Department as defined by the classifications listed in Addendum A to this
12 Agreement. This shall include all employment position types used by the County (e.g., career
13 service, term-limited temporary, and short-term temporary). Should the County create a new non-
14 management classification that requires an RN or LPN license, the County will notify the
15 Association.

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

23 **Section 3.3 Payroll Deduction.** Upon receipt of a written authorization individually signed
24 by an employee voluntarily, the County shall deduct from the pay of such employee who has so
25 authorized it the amount of dues and initiation fee or representational fees as certified by the
26 Association and transmit the same to the Association. The information will be provided in Excel,
27 CSV or Tab Delimited format.

28 The County will refer all employee inquiries regarding dues deduction revocation to the

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

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

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

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

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

25 In addition, the County will provide a monthly roster list of new hires into the bargaining unit
26 and a list of terminations. The monthly roster list shall include first name, last name, job
27 classification, FTE status, and adjusted service date or termination date. The information will be
28 provided in Microsoft Excel, CSV, or Tab Delimited format.

1 **Section 3.7 New Employee Orientation.** The local unit chairperson or designee will be
2 afforded up to 30 minutes to meet with all new employees within the new employee's first (90)
3 calendar days of employment per requirements in 41.56.037, to provide information on the
4 Association and this Agreement. Upon request by the Association, the County will allow a new
5 employee time to meet with an Association representative within the first (12) calendar days of
6 employment.

7 **Section 3.8 Negotiations.** The Department will provide paid release time for 2 employee
8 representatives in negotiations.

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

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

21 **Section 3.10 Electronic Devices.** The County will permit the Association officers and
22 stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar
23 equipment to communicate regarding Association business related to King County. These
24 communications will be consistent with state law and the County's Acceptable Use of Information
25 Assets Policy. The communications and the use of the County's equipment and systems must be
26 brief in duration and frequency. In no circumstance shall use of the County's equipment or systems
27 interfere with County operations, or result in additional expense to the County. The parties
28 understand and agree there is no guarantee of privacy in the communications described herein and

1 that such communications may be subject to disclosure under the Public Records Act.

2 **ARTICLE 4: RIGHTS OF MANAGEMENT**

3 The right to hire, promote, discipline or discharge for just cause, improve efficiency and
4 determine the work schedules and location of Department Headquarters are examples of management
5 prerogatives. It is also understood that the County retains its right to manage and operate its
6 Departments except as may be limited by an express provision of this Agreement. This Agreement
7 shall not limit the lawful right of the Department to contract for services of any and all types,
8 provided that such contract shall not be used in lieu of, or to replace services traditionally and usually
9 performed by regular employees, except on a temporary basis, without prior discussion in a meeting
10 with an Association staff representative and the Conference Committee.

11 **ARTICLE 5: EMPLOYMENT PRACTICES**

12 **Section 5.1 *Jurisdiction of Nursing Care Quality Assurance Commission:*** The Employer
13 recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is
14 licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in
15 conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality
16 Assurance Commission which is solely empowered by law to promulgate and interpret such rules and
17 regulations. It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also
18 practice in conformity with the rules and regulations promulgated by the Washington State Board of
19 Pharmacy. It is understood by the parties that a Registered Nurse or Licensed Practical Nurse must
20 notify the Nursing office when action is taken by the Board of Nursing affecting his/her license. All
21 nurses working in positions at the detention facilities (e.g., KCCF, MRJC, JDC) must obtain and
22 maintain security clearance to those facilities.

23 **Section 5.2 *Discipline:*** Discipline of any career service employee covered by this
24 Agreement shall be in accordance with a just cause standard. The principal objective of any
25 disciplinary action short of termination shall be to improve the performance and efficiency of an
26 employee. To that end, appointing authorities will utilize a system of progressive discipline.
27 Examples of progressively severe disciplinary actions include, but are not limited to:

- 28 **a. Oral reprimand**

- 1 b. Written reprimand
- 2 c. Suspension
- 3 d. Demotion
- 4 e. Dismissal

5 The type and level of disciplinary action will be determined by the nature and severity of the
6 behavior and/or performance deficiency leading to disciplinary action, as well as other just cause
7 considerations such as notice to the employee of the consequence of the conduct for which the
8 employee is being disciplined; whether the Employer investigated before administering the
9 discipline; whether the Employer's investigation was conducted fairly and objectively; whether there
10 was sufficient evidence of the cause for discipline; whether the Employer applied its rule or directive
11 even-handedly and without discrimination. The nurse shall have the right to the attendance of a
12 representative at disciplinary (not including instances where the employee is simply being issued a
13 written reprimand or warning) and/or investigatory meetings.

14 **Section 5.3 Performance Evaluations:** The Department shall maintain a performance
15 evaluation system relating to employees covered by this Agreement. The performance evaluation
16 system shall be used as a method of measuring an employee's performance. The performance
17 evaluation system shall encompass performance expectations based upon the goals and objectives of
18 the position being evaluated. Performance evaluations shall not be used as a substitute for
19 progressive discipline.

20 The direct supervisor will prepare the evaluation and present it to the affected employee at an
21 evaluation conference which must be conducted by the person writing the evaluation. The evaluatee
22 has the responsibility to participate in the evaluation conference and to improve work performance in
23 any area where performance deficiencies are found to exist.

24 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that
25 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
26 of his/her evaluation. In addition, the evaluatee may, during said conference, or within two (2) weeks
27 after the conference, comment in writing relative to the substance of the evaluation either on the
28 evaluation form or have his/her written comments affixed to the evaluation.

1 Employees shall be evaluated at least once during their probationary period and no less than
2 annually thereafter.

3 **Section 5.3.1 Performance Improvement Plan (PIP):** The employer may propose a PIP in
4 accordance with this section. A PIP is defined as a written plan of limited duration created by
5 management for the purpose of identifying areas of improvement expected of an employee. Such
6 plan shall contain a description of specific deficiencies in performance and specific steps the
7 employee may take to improve performance. A PIP shall identify available assistance, such as
8 classes or training, in achieving improvement, and shall contain a schedule of regular meetings with
9 appropriate supervisors to monitor progress. A PIP shall have a clear and established end date.

10 **Section 5.4 Position Vacancies:** Vacancies created within the job titles covered by this
11 Agreement by virtue of separation or newly created positions shall be posted for not less than five (5)
12 consecutive business days; provided, however, the Department retains the right to determine who, if
13 anybody, shall be selected for and/or transferred to said vacancy. The County will quarterly provide
14 the Association a report identifying all current vacant positions in the bargaining unit. The report
15 shall designate those vacant positions the County is actively trying to fill.

16 The Department recognizes that it is preferable to fill vacancies with qualified nurses within
17 the Department rather than by hiring persons from outside the Department. The Department may
18 identify special skills and abilities and recruit externally concurrently with internal recruitments for
19 these positions in order to hire in a timely manner. Vacant bargaining unit career service positions
20 shall be filled according to the following:

21 a. Announce all position vacancies with stated minimum qualifications on the
22 Department website (www.kingcounty.gov/health).

23 b. Interview screened applicants meeting minimum qualifications from within the
24 bargaining unit.

25 c. Give preference to filling any such open position to applicants from within the
26 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
27 equal based upon relevant criteria.

28 d. Make selections for promotional positions in accordance with appropriate

1 personnel regulations and ordinances.

2 e. When a transfer is approved by the hiring authority, the employee will be given a
3 specified effective date of the transfer.

4 f. An employee who applies for and receives a lateral transfer will not be required to
5 serve another probationary period. However, at the time of acceptance of the transfer, the nurse may
6 request the Department to consider, or the Department may impose a trial service period of up to
7 three (3) months (six (6) months for nurses who transfer from a general to a Jail Health Services
8 (JHS) assignment or vice versa). A nurse who does not successfully complete the trial service period
9 shall be moved back into the nurse's former classification into any available vacancy for which he or
10 she is qualified which may be filled on a temporary basis, pending the outcome of the nurse's trial
11 service period (See section 21.27, Definition of Trial Service Period). A lateral transfer is defined as
12 the movement of an employee in the bargaining unit to another position within the same classification
13 within the bargaining unit. A nurse who is promoted shall serve a six (6) month probationary period.
14 A promoted nurse who does not successfully complete the probationary period shall be reverted to
15 his/her former classification and placed in any available vacancy for which he/she is qualified. If
16 there are no available vacancies, the nurse may participate in the County's Career Service Support
17 Program and shall be placed on the Public Health Reversion Register for a period of two years to be
18 reverted to the first available vacancy for which he/she is qualified. If two or more employees on the
19 Recall List compete for the same position, seniority as defined in 17.1(a), shall be the deciding factor.
20 Provided a promoted nurse may not challenge the employer's decision to revert him/her to his/her
21 former classification, this section shall not prevent a promoted nurse from utilizing the grievance
22 procedure to challenge the interpretation or application of this section.

23 **Section 5.5 Change of duties:** The Department retains the right to alter the duties of a
24 position. The status of the incumbent is not affected when altered duties are consistent with the
25 classification specifications. Major alteration of essential duties must be preceded by notice of the
26 alteration to all affected employees. The employer will provide necessary training and identify
27 performance expectations.

28 **Section 5.6 Transfers:** When the Department intends to transfer a position or employee

1 from one sector or site to another, the Department will first seek a volunteer for transfer. If there is
2 no volunteer, the Department will transfer the least senior, appropriately qualified employee in the
3 job classification. The Department may transfer an employee as part of a disciplinary action subject
4 to the just cause provision of this Contract or to address issues of employee safety and security (e.g.,
5 pending investigation or mitigation of a hostile work environment). Such transfers will be made by
6 the Division Manager with notice to the Association.

7 **Section 5.6.1 *Involuntary Transfers:*** An employee who is transferred involuntarily by the
8 Department (except for 5.6 above) shall have first right of refusal to the employee's former site and
9 pattern when it becomes available. In addition, if the original position and/or pattern at the original
10 site is not available, and a similar position and/or pattern at the original site is available, the employee
11 shall be able to use one hundred percent (100%) of his/her seniority for purposes of pattern bidding.

12 **Section 5.7 *Personnel File:*** The employees covered by this Agreement may examine their
13 personnel files in the Department's Personnel Office in the presence of the Personnel Officer or
14 designee. No other personnel files will be recognized by the Employer or the Association. Materials
15 to be placed into any employee's personnel file relating to job performance or personal conduct or
16 any other material that may have an adverse effect on the employee's employment shall be brought to
17 his/her attention with copies provided to the employee for his/her signature. Employees who
18 challenge material in their personnel files are permitted to insert material related to the challenge.

19 **Section 5.8 *Staffing:*** The Employer recognizes that implementing a joint labor/management
20 partnership for consideration and review of staffing issues produces a better work environment that
21 ensures that patients and clients receive quality care and that there is recruitment and retention of
22 LPNs, RNs, PHNs, APNSs, Nurse Recruiters, and ARNPs. Upon request of either party, staffing
23 issues may become a standing agenda item at Local Conference Committees and/or Labor-
24 Management Committees. The Employer will inform the Association through the Conference
25 Committees if changes in the general staffing plan for nursing are considered. Such changes will be
26 thoroughly discussed and any changes to the general staffing plan shall maintain community
27 standards of care.

28 **Section 5.8.1 *Joint Labor/Management Staffing Partnership:*** The County will make its

1 staffing plans available for each work site. The County and the Association will utilize Joint
2 Labor/Management Committees to develop a process for the purpose of identifying measures that can
3 be used to inform staffing decisions. Similar measures will be identified that will be utilized to
4 understand patient outcomes and the impact of staffing levels on patient outcomes.

5 **Section 5.9 Productivity:** This section applies to all nurses. Reasonable productivity
6 standards shall be based on actual work days less average sick/vacation leave, meetings, training, and
7 continuing education. Individual productivity standards will be adjusted in the event that staff are on
8 approved leave of absence or extensive bargaining unit work, such as contract negotiations. No nurse
9 shall be subject to discipline without just cause for failing to meet productivity standards.

10 Productivity expectations may be addressed in Local Conference Committees and the Executive
11 Conference Committee.

12 **Section 5.10 ARNP Credential Verification Fee.** ARNP's, as a condition of employment
13 (and at the time of the offer of employment), must undergo initial verification of their professional
14 credentials. Newly hired ARNPs may opt to have the direct fees for such verification of credentials
15 deducted from their first paychecks.

16 **ARTICLE 6: GRIEVANCE PROCEDURE**

17 Management recognizes the importance and desirability of settling grievances promptly and
18 fairly in the interest of continued good employee relations and morale and to this end the following
19 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
20 possible level of supervision. The employee and the immediate supervisor are encouraged to make
21 every attempt to appropriately resolve issues of concern between themselves in a timely manner prior
22 to filing a formal grievance. Upon timely request by an Association representative to the
23 Department's Human Resources Section, the time period for initial filing of a grievance may be
24 extended for a mutually agreed time, to allow for efforts to resolve a potential grievance. Employees
25 will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

26 A grievance concerning the discipline or discharge of a career service non-probationary
27 employee may be presented through this grievance procedure; provided, however, an employee
28 covered by this Agreement must, upon initiating objections relating to disciplinary action, use either

1 the contract grievance procedure contained herein (with the Association processing the grievance) or
2 pertinent procedures regarding disciplinary appeals under the applicable personnel systems, such as
3 the County Personnel Board. Under no circumstances may an employee use both the contract
4 grievance procedure and a personnel system appeal, including the Personnel Board, relative to the
5 same disciplinary action. A grievance normally will be filed at Step 1; however, the Association and
6 the Department may agree to initiate the grievance procedure at any step. A grievance concerning
7 suspension or discharge for cause will normally be filed at Step 2 of this procedure.

8 Probationary, term-limited, part-time and temporary employees shall not have the right to
9 pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise
10 provided in Section 6.2. Term-limited temporary, part-time, and temporary employees who have
11 been employed by the Department for at least one year (24 full pay periods) and have worked at least
12 1,040 hours may grieve written disciplinary actions through Step 3 of this contractual grievance
13 procedure.

14 **Section 6.1 Definition:** A grievance shall be defined as an alleged violation of any of the
15 express terms of this contract to include wages, hours and working conditions as specifically
16 provided herein.

17 **Section 6.2 Process:**

18 **Step 1. Supervisor.** A grievance shall be presented in writing by the aggrieved
19 employee (and his/her selected representative if the employee wishes) within ten (10) working days
20 of the occurrence, or the date the employee should have known of the occurrence, of such grievance
21 to the employee's immediate supervisor. The written grievance shall state the act or omission which
22 is the basis for the grievance, the date of such act or omission, the Article and Section of this
23 Agreement the employee believes was violated or misapplied, and the remedy requested. The
24 immediate supervisor shall meet with the employee and his/her Association representative. The
25 immediate supervisor will contact the employee and an Association representative within ten (10)
26 working days of receipt of the written grievance, to schedule the meeting. Whenever possible,
27 grievance meetings will be held during the employee's regular working hours. Every effort will be
28 made to schedule this meeting to occur within twenty (20) working days of the receipt of the written

1 grievance by the immediate supervisor. The supervisor may issue a decision based upon the
2 information available at the time if the nurse is unable to attend a meeting in person within a
3 reasonable period of time (60 days), except for extraordinary circumstances (e.g., where a nurse has a
4 medically verifiable injury or illness). The supervisor shall notify the employee and the Association
5 representative in writing of his/her decision within ten (10) working days after the meeting. If a
6 grievance is not pursued to the next level within ten (10) working days of this notification, it shall be
7 presumed resolved.

8 **Step 2. Division Manager.** If after thorough discussion with the immediate
9 supervisor the grievance has not been satisfactorily resolved, the employee and his/her Association
10 representative shall then present the grievance to the Division Manager for investigation, discussion,
11 and written reply. The Division Manager or designee shall meet with the employee and his/her
12 Association representative. The Division Manager or designee will contact the employee and the
13 Association representative within ten (10) working days of receipt of the written grievance, to
14 schedule the meeting. Every effort will be made to schedule this meeting within twenty (20) working
15 days of the receipt of the written grievance by the Division Manager. Whenever possible, grievance
16 meetings will be held during the employee's regular working hours. The Division Manager or
17 designee, after consulting with the Department Director, shall make a written decision available to
18 the aggrieved employee with a copy mailed to the Association representative within ten (10) working
19 days after the meeting. If the grievance is not pursued to the next higher level within ten (10)
20 working days from the Association's receipt of the Division Manager's written decision, it shall be
21 presumed resolved.

22 **Step 3. Office of Labor Relations.** If the decision at Step 2 has not satisfactorily
23 resolved the grievance, the Association may submit the grievance in writing to the Director of the
24 Office of Labor Relations in the King County Executive's Office. The Labor Relations Director or
25 designee shall meet with the employee and his/her Association representative. The Labor Relations
26 Director or designee will contact the employee and the Association representative within ten (10)
27 working days of receipt of the written grievance, to schedule the meeting. The hearing shall be
28 scheduled as soon as possible, but not later than thirty (30) days after receipt of the grievance.

1 Whenever possible, grievance meetings will be held during the employee's regular working hours.
2 The Labor Relations Director or designee, after investigation, shall make a written decision available
3 to the aggrieved employee with a copy mailed to the Association representative within ten (10)
4 working days after receipt of the Step 3 hearing. If the grievance is not pursued to the next higher
5 level within ten (10) working days from the Association's receipt of the Department Director's or
6 designee's written decision, it shall be presumed resolved.

7 **Step 4. Mediation and/or Arbitration.** Should the decision of the Labor Relations
8 Director or designee not resolve the grievance, the parties, prior to submitting a dispute to arbitration,
9 may agree to select a neutral third party to serve as mediator. This agreement shall be reached within
10 fifteen (15) days of receipt of the Step 3 response by the Association. If such agreement cannot be
11 reached, the Association may request arbitration within forty-five (45) days of receipt of the Step 3
12 decision. If mediation is undertaken and is not successful, the Association may request arbitration
13 within thirty (30) days after the mediator or one of the parties declares impasse. The arbitration
14 request shall be submitted in writing to the Director of the Office of Labor Relations and must
15 specify:

- 16 a. Identification of section(s) of Agreement allegedly violated.
- 17 b. Details or nature of the violation.
- 18 c. Position of party who is referring the grievance to arbitration.
- 19 d. Questions which the arbitrator is being asked to decide.
- 20 e. Remedy sought.

21 Should arbitration be chosen, the committee shall then select a third disinterested party to
22 serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the
23 arbitrator shall be selected from a panel of eleven (11) arbitrators furnished by the Federal Mediation
24 Conciliation Services. The arbitrator will be selected from the list by both the department
25 representative and the Association, each alternately striking a name from the list until only one
26 remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator
27 shall be final and binding on both parties.

28 In connection with any arbitration proceeding held pursuant to this Agreement, it is

1 understood as follows:

2 1. The arbitrator shall have no power to render a decision that will add to, subtract
3 from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to
4 interpretation or application of the express terms of this Agreement, and all other matters shall be
5 excluded from arbitration.

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

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

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

14 **Section 6.3 Time Limits:** Failure by an employee or the Association to comply with any
15 time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
16 however, any time limits stipulated in the grievance procedure may be extended for stated periods of
17 time by the appropriate parties by mutual agreement in writing. Working days referred to above shall
18 be defined as Monday through Friday excluding observed holidays. If the grievant has not received a
19 response at Step 1 within the time frames listed, the grievant may elevate the grievance to the next
20 step. If the grievant and/or the Association has not received a response at Step 2 or Step 3 within the
21 time frames listed, the Association may elevate the grievance to the next step.

22 **Section 6.4 Back Pay Awards:** Arbitration awards shall not be made retroactive beyond the
23 date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen
24 (15) or less days prior to the initial filing of the grievance, unless the circumstances of the grievance
25 were not and could not have been known by the grievant.

26 **Section 6.5 Association Grievances:** A contract 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

1 processed within the time limits set forth herein.

2 **ARTICLE 7: JOB TITLES AND RATES OF PAY**

3 **Section 7.1 Job Titles:** The job titles of employees covered under this Agreement and the
4 corresponding rates of pay are set forth in Addendum A which is attached hereto and made a part of
5 this Agreement.

6 **Section 7.2 Wage Rates:** The effective date for any wage adjustment will be prospectively
7 applied after the Agreement is legally in effect following its adoption by ordinance, unless the parties
8 agree to a different effective date, but not sooner than January 1 of each year of the Agreement. Wage
9 rates for all classifications under this contract are listed in Addendum A.

10 **Section 7.2.1 2020 Wage Increases:** The general wage increase (GWI) for 2020 shall be 3%
11 effective January 1, 2020, divided with 1.5% added on January 1, 2020 and a final GWI of 1.5%
12 added in the pay period that includes July 1, 2020. The 1.5% GWI shall be provided January 1, 2020,
13 for retroactive pay purposes.

14 **Section 7.2.2 Step Increases:** Annually on January 1, non-probationary regular and term-
15 limited temporary employees who are not at the top step will advance to the next higher step on the
16 salary range. After enactment of this Agreement, temporary employees will be given step increases
17 in accordance with the progression rate established in this Agreement on the employee's anniversary
18 date.

19 **Section 7.2.3 Probation and Step Increases:** Appointment as a career service employee is
20 accomplished only after the employee successfully completes a probationary period of six (6)
21 months. The Department may extend a nurse's probationary period for up to an additional six (6)
22 months, provided that notice of the extension is provided to the employee and the Association prior to
23 the expiration of the first six (6) month period. A probationary employee, regardless of which step he
24 or she is placed on, appointment will advance to the next higher step upon completion of probation.

25 **Section 7.2.4 Probation and step increases for Part-time and temporary employees:** The
26 following provisions apply to part-time and temporary employees who are appointed to regular career
27 service positions: A part-time and temporary employee who has worked for 1,044 hours without a
28 break in service, will be evaluated and may be given credit for up to one-half (1/2) of the required

1 probationary period provided the per diem work is in the same classification, upon the approval of the
2 Department Director or designee. For example, in cases where a six (6) month probationary period is
3 required, a nurse may be given up to three (3) months credit toward the completion of the
4 probationary period. Part-time and temporary nurses who are not provided credit towards completion
5 of the probation period shall be provided a written explanation for the justification therefore.

6 Part-time and temporary nurses who have worked at least 1,044 hours without a break in
7 service, shall be given six (6) months credit towards accrual of bargaining unit seniority.

8 **Section 7.2.5 Longevity Premium:** Full-time regular and part-time regular nurses shall
9 receive the following longevity premiums based upon their length of service with the Department.

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

16 Longevity premium pay shall be included in the calculation of the nurse's FLSA regular rate for
17 purposes of payment for hours which qualify as overtime under the FLSA.

18 **Section 7.3 Mileage Reimbursement/Parking:** An employee who is required or authorized
19 by the Department to provide a personal automobile for use in Department business shall be
20 reimbursed for such use at the rate established by the Internal Revenue Service, excluding commutes
21 from home to the assigned worksite.

22 For those jail nurses who are normally assigned to work downtown but are required to use
23 their automobile for their work for the Department, parking shall continue to be provided downtown
24 at the Department's expense during the term of the contract.

25 Parking expenses incurred by employees while using personal or Department vehicles in the
26 course of their duties shall be reimbursed by the Department. Claims shall be made on a monthly
27 basis on a form prescribed by the Department to include any required proof of payment as defined by
28 the Department.

1 Nurses working the evening shift in the jail who desire parking in the jail facility must pay for
2 the cost of parking as set by County ordinance. Nurses working the night shift in the jail will be
3 eligible to receive reimbursement for parking in the Goat Hill Garage. Parking options otherwise
4 shall be available for all other jail staff in the same manner as provided all other County employees
5 by ordinance of the King County Council.

6 **Section 7.4 Part-time and temporary employees:** If a Part-time or temporary employee (not
7 necessarily the same person) has worked for 1,044 hours in a period of twelve (12) or fewer months,
8 the Association may request a meeting with the Employer to review the feasibility of posting a
9 position at that site to fill the hours which have been filled by a Part-time and temporary employee.
10 If such a need is jointly determined, the Department Director shall make a position request to the
11 Budget Office.

12 Upon request, the Department will provide annual reports to the Association on the use of
13 Part-time and temporary employees employed during the year. The report shall include the names of
14 Part-time and temporary employees by work site, classification and the number of hours worked by
15 each Part-time and temporary employee.

16 **Section 7.4.1** Part-time and temporary employees shall be eligible for standby pay, callback
17 pay, shift differentials, weekend premium and jail premium pay.

18 **Section 7.4.2** Part-time and temporary nurses are not entitled to holidays, sick leave,
19 bereavement leave or other paid leaves.

20 **Section 7.4.3** Part-time and temporary employees, other than probationary, provisional and
21 term-limited employees, who exceed the calendar year working hours threshold defined in Article 21
22 shall receive compensation in lieu of leave benefits at the rate of 15% of gross pay for all hours worked,
23 paid retroactive to the first hour of employment and for each hour worked thereafter. The employee
24 will also receive a one-time only payment in an amount equal to the direct cost of three months of
25 insured benefits, as determined by the director, and, in lieu of insured benefits, an amount prorated to an
26 hourly equivalent based on the employee's normal work week for each hour worked thereafter. Such
27 additional compensation shall continue until termination of employment or hire into a full-time regular,
28 part-time regular or term-limited position. Further, employees receiving pay in lieu of insured benefits

1 may elect to receive the medical component of the insured benefit plan, with the cost to be deducted
2 from their gross pay; provided, that an employee who so elects shall remain in the selected plan until
3 termination of employment, hire into a full-time regular, part-time regular, or term-limited position, or
4 service of an appropriate notice of change or cancellation during the employee benefits annual open-
5 enrollment.

6 **Section 7.4.4 Return to Employment:** Nurses who retire or separate in good standing and
7 subsequently return to their previous or new classification on a part-time, temporary, term-limited
8 basis, or career service basis may be hired at any step of the salary range upon the approval of the
9 Department Director and/or designee, based on the nurses' previous relevant nursing experience. A
10 nurse who returns to the classification held at the time of separation shall be paid at no less than the
11 rate he/she received at the time of separation.

12 **Section 7.5 Licensing/Certification Requirements - Condition of Employment:** All nurses
13 must meet licensing and certification requirements as a condition of hire and continued employment.
14 Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and
15 prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced
16 Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with
17 the Department. Nurses failing to maintain necessary licenses or certifications will be demoted from
18 their current position or terminated from employment. Nurses employed in positions at the detention
19 facilities (KCCF, MRJC, and JDC) must obtain and maintain security clearance.

20 **Section 7.6 License Fees:** The Department shall pay for the cost of the following fees for all
21 full-time regular and part-time regular Nurse Practitioners with ARNP status:

- 22 ■ Renewal for ARNP license.
- 23 ■ Application and renewal fees of state authorized prescriptive authority.

24 **Section 7.7 Shift Differentials:** A bargaining unit employee scheduled to work in a 24-hour
25 facility or site which is staffed for 24-hour operation and scheduled to work during the evening shift
26 or night shift, shall receive one of the following shift differentials for all hours worked during such
27 shift.

28 Evening Shift: \$2.50 per hour

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Night Shift: \$4.00 per hour

The applicable premium will be paid for all time worked during the corresponding shift. For 24-hour facilities in Public Health the shifts are as follows:

	MRJC	KCCF	DAJD
Day Shift	0600 - 1400	0615 - 1415	0700 - 1500
Evening Shift	1400 - 2200	1415 - 2215	1500 - 2300
Night Shift	2200 - 0600	2215 - 0615	2300 - 0700

Those employees not working at a 24-hour facility will receive the evening shift differential for all hours worked after the normal business hours of 5:00 p.m. Employees that request to work an alternative schedule as defined in Article 13.4 are not eligible to receive a shift differential.

The above differential shall be considered part of the nurse’s regular rate for purposes of overtime pay calculations.

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

Pay differentials made pursuant to this section shall be included in the calculation of the nurse’s FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

Section 7.8 Weekend Premium: A weekend premium shall be paid for all regular hours of work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of work of employees, including part-time and temporary employees, regularly scheduled to work beginning with the night shift on Friday and through evening shift on Sunday.

Weekend premium pay shall be included in the calculation of the nurse’s FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

Section 7.9 Hiring Above Step 1: Full-time regular, part-time regular, temporary and term-limited temporary nurses may be hired at any step of the salary range upon the approval of the Department Director and/or designee, based upon the nurses’ previous relevant nursing experience.

1 **Section 7.9.1 Notice of Step Placement:** On the nurse’s date of hire, each nurse shall be
2 provided a written statement from the hiring supervisor clearly indicating: 1) the step and wage rate
3 that is being proposed for the nurse; 2) that the proposed step/wage rate is contingent upon receipt of
4 final approval from the Department Director; 3) the potential wage rates that may be approved
5 depending upon the step ultimately granted; and 4) that, if the nurse begins working prior to the final
6 setting of his/her step/wage rate, the nurse will be paid at step one of the wage scale for his/her
7 classification unless and until a higher step/wage rate is approved at which time the difference in the
8 nurse’s pay shall be retroactively paid to the nurse’s date of hire.

9 **Section 7.10 Assignment Rates:** Bargaining unit positions in Jail Health Services will
10 receive a 15% pay differential as reflected in Addendum A of this Agreement. All part-time and full-
11 time regular and part-time and temporary and term-limited temporary nurses working in non-jail
12 positions who are temporarily assigned to perform the duties of a Jail Health Services position will be
13 paid fifteen (15) percent per hour above the nurse’s base rate of pay. The applicable general
14 assignment and JHS assignment rates for each job classification are as listed in Addendum A.

15 The JHS rate is a “base” or “regular” rate of pay and is payable for paid leave and holiday
16 pay. Additionally, JHS Assignment Rate shall be included in the calculation of the nurse’s FLSA
17 regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

18 **Section 7.11 Preceptor Assignments:** Nurses assigned as preceptors shall be paid one dollar
19 and fifty cents (\$1.50) per hour more than their normal hourly rate and in accordance with Article
20 15.5. This premium pay shall only be due for hours actually worked and not for paid leave benefits.
21 Preceptor premium pay shall be included in the calculation of the nurse’s FLSA regular rate for
22 purposes of payment for hours which qualify as overtime under the FLSA. The Department shall
23 reduce to writing the length of each preceptor assignment.

24 **Section 7.12 Salary Step Placement for Transfer:** Employees who transfer within the same
25 job classification from a JHS to a general assignment or vice versa shall remain at the same salary
26 step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the JHS
27 schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

28 **Section 7.13 Salary Step Placement for Promotion:** An employee who attains a higher level

1 title through a promotional, competitive process shall be placed at the pay step in the higher salary
2 range resulting in an increase that constitutes an approximately five percent increase above the
3 former rate of pay, provided that such placement shall never exceed the maximum step established
4 for the higher paying title. All hours worked in a higher classification, as provided in Article 14.1,
5 will be paid as for a promotion.

6 When promotional movement between job titles also involves a movement to or from, a JHS
7 and a general assignment, salary step placement shall first be determined per Section 7.14 (Transfer)
8 in the current title prior to determining the appropriate promotional salary step placement. This
9 section applies to promotional transfers between titles of this bargaining unit as well as promotional
10 transfers to titles in the Association-represented, Supervisory bargaining unit.

11 **Section 7.14 Charge Nurse Pay:** A nurse assigned the duties of Charge Nurse has assigned,
12 limited supervisory and leadership responsibilities in addition to providing direct patient care
13 services. Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium
14 over the nurse's base rate of pay. Charge Nurse pay shall be included in the calculation of the nurse's
15 FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.
16 Examples of Charge Nurse duties include day-to-day problem solving and reporting, assignment and
17 distribution of work or maintenance of a balanced workload among employees. A Charge Nurse
18 shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.
19 There will be a good faith effort to balance the Charge Nurse's additional responsibilities with the
20 nurse's direct patient care assignments. Charge Nurse designations may be revoked at any time with
21 an explanation to the affected nurse.

22 Nurses who feel they should receive the Charge Nurse Pay may submit a request to their
23 immediate supervisor that their responsibilities be reviewed to determine whether they should receive
24 the Charge Nurse designation. If the designation is not made following the review and the nurse
25 continues to believe his/her responsibilities warrant a Charge Nurse designation, the nurse may
26 access the grievance procedure through Step 4.

27 **Section 7.15 Report Pay:** Any nurse who reports for his/her scheduled shift and is sent home
28 without completing his/her shift shall be paid a minimum of four (4) hours report pay. Report Pay

1 shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for
2 hours which qualify as overtime under the FLSA.

3 **Section 7.16 Bilingual Premium Pay:** Employees may be assigned in writing to provide
4 bilingual, interpreter and/or translation services to the Department and shall receive a premium of
5 fifty dollars (\$50) per month. The assignment will be renewed annually and may be terminated at
6 any time. It is understood by the parties that the work performed by the bilingual speaker provided
7 for under this section shall not supplant the work of the Medical Interpreter/Translator. If the
8 bilingual premium pay for other employees working in Public Health is increased, then such increase
9 will be extended to employees covered by this Agreement at the same time. Bilingual premium pay
10 shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for
11 hours which qualify as overtime under the FLSA.

12 **Section 7.17 Certification Premium Pay.**

13 All currently employed nurses who are certified in a specialty area by a national nursing
14 organization and relevant to his or her nursing practice shall be paid a premium of one hundred
15 dollars (\$100.00) per month, provided the particular certification has been approved by the Nursing
16 Office and their respective manager, and provided the nurse continues to meet all educational and
17 other requirements to keep the certification current and in good standing. A nurse is eligible for only
18 one (1) certification premium regardless of the number of certifications the nurse may have. The
19 certification pay will be effective the first full pay period after the date a copy of documentation of
20 certification is received by the Employer.

21 Any nurse who desires to become certified in a specialty area relevant to his or her practice
22 area after May 1, 2017, and wishes to receive certification premium shall make such request in
23 writing to the Employer prior to embarking on obtaining the certification. Subject to budgetary
24 constraints, the Employer shall grant requests for premium certification for a certification that is
25 relevant to the nurse's practice area provided the nurse continues to meet all educational and other
26 requirements to keep the certification current and in good standing. The County may discontinue the
27 certification for a nurse if that nurse transfers to a different practice area for which the certification is
28 not relevant (e.g., jail to public health center).

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

4 **Advanced Practice Nurse Specialists Certifications**

- 5 ● Child/Adolescent Psychiatric–Mental Health CNS
- 6 ● Pediatric CNS
- 7 ● Public/Community Health CNS
- 8 ● Diabetes Management—Advanced

9 **RN/PHN Certifications**

- 10 ● CCHP-RN Certification
- 11 ● International Board Certified Lactation Consultant (IBCLC)
- 12 ● Ambulatory Care Nursing
- 13 ● Community Health Nursing
- 14 ● Advanced Forensic Nursing
- 15 ● Diabetes Management
- 16 ● Nursing Case Management
- 17 ● Pediatric Nursing
- 18 ● Psychiatric-Mental Health Nursing
- 19 ● Public Health Nursing—Advanced
- 20 ● Certification Board of Infection Control and Epidemiology
- 21 ● Medical-Surgical Nursing
- 22 ● Pain Management Nursing
- 23 ● Wound Care

1 **ARTICLE 8: VACATIONS**

2 **Section 8.1 Credited Hours for Accrual:** Annual vacations with pay shall be granted to
3 eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as
4 shown on the payroll, but not to exceed 2088 hours per year.

5 **Section 8.2 Regular Pay Status:** "Regular Pay Status" is defined as regular straight-time
6 hours of work plus paid time off such as vacation time, holiday time off and sick leave.

7 **Section 8.3 Accrual Rates:** The vacation accrual rate shall be determined in accordance with
8 the rates set forth below:

9

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
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

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27 Vacation accruals are based on compensated hours; vacation accruals are added to each
28 paycheck and placement on Vacation Schedule is effective the first month following adoption of the

1 Agreement by County Council.

2 **Section 8.4 Accumulation and Use of Vacation:** Eligible employees shall accumulate
3 vacation from the date of entering Department service and may use accumulated vacation with pay
4 after six (6) months on regular pay status with Department approval.

5 **Section 8.5 Maximum Accrual:** Employees eligible for vacation leave may accrue up to
6 four hundred and eighty (480) hours vacation leave, prorated to reflect their normal scheduled work
7 day. Such employees shall use vacation leave beyond the maximum accrual amount prior to
8 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
9 result in forfeiture of vacation leave beyond the maximum amount with the following exceptions:
10 The appointing authority has approved a carryover of such vacation leave because of cyclical
11 workloads; inability to use accrued vacation leave due to work assignments; when the Department
12 cancels an employee's previously scheduled vacation which has been approved by the Health
13 Director; or for other reasons as may be in the best interest of the County. All employees who are
14 bargaining unit members as of January 1, 2007 will be exempt from the prorating portion of this
15 Section (sentence one of this section).

16 **Section 8.6 Cashout Limit Upon Retirement:** Employees who are eligible for participation
17 in the Public Employees' Retirement System Plan I shall not be compensated for more than two
18 hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours accrued in
19 excess of two hundred forty (240) hours may be used prior to the employee's date of retirement or
20 such hours will be lost.

21 **Section 8.7 Minimum Vacation to be Used:** The minimum vacation allowance to be used by
22 an employee shall be one-quarter hour at the discretion of the employee's supervisor.

23 **Section 8.8 Vacation Upon Termination:** An employee who terminates employment for any
24 reason after more than six (6) months service shall be paid in a lump sum for any unused accrued
25 vacation. An employee's prior hours of service on Regular Pay Status will be reinstated if the
26 employee returns to work within a two year period if s/he resigned in good standing. Upon the death
27 of an employee in active service, such payment will be made to the estate of the deceased employee.

28 **Section 8.9 Vacation in Conjunction With Leave of Absence:** When an employee has

1 exhausted his/her sick leave balance, she/he has the option of using vacation for further leave in
2 excess of that leave already provided for in Article 10, Sick Leave and Leaves of Absence, Section 6,
3 Family and Medical Leave, with approval of the Division Manager/JHS Administrator.

4 In all other instances, employees must use all accrued vacation prior to beginning a leave of
5 absence unless an exception is approved by the Division Manager/JHS Administrator.

6 **Section 8.10 *Department's Responsibility to Set Vacation Schedules:*** The Department head
7 shall arrange vacation time for employees on such schedules as will least interfere with the functions
8 of the department. Copies of Vacation scheduling policies developed by the Department overall or
9 within each work unit will be provided to the Association. New or revised policies will be
10 implemented within thirty (30) days of notice unless collective bargaining is requested by the
11 Association. Employee requests for vacation shall be acknowledged within ten (10) calendar days of
12 submission with a preliminary indication of whether the request will be granted or denied. If final
13 decision is pending, the employer will provide the employee a date upon which final approval or
14 denial will be announced. Once an employee's vacation has been approved, the Department may not
15 withdraw approval absent declared emergency.

16 **Section 8.11 *Vacation Donation:*** Employees covered by this Agreement shall be eligible for
17 the vacation donation program as provided in KCC 3.12.223 and the King County Personnel
18 Guidelines.

1 **ARTICLE 9: HOLIDAYS**

2 **Section 9.1 *Holidays Observed:*** The following days or days in lieu thereof shall be
3 recognized as legal holidays without salary deduction:

4

5 New Year's Day	January 1st
6 Martin Luther King JR's, Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Day immediately following Thanksgiving Day
14 Christmas Day	December 25th
15 2 Personal Holidays	

16 Whenever any legal holiday, as described above, falls upon a Sunday, the following Monday
17 shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday
18 shall be the legal holiday.

19 **Section 9.1.1 *JHS Staff:*** Jail Health Services staff, other than those scheduled to work
20 Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at
21 ten-twenty in the evening (10:20 p.m.) on the day preceding the calendar holiday and ending at ten-
22 twenty in the evening (10:20 p.m.) on the day of the holiday. A regular employee shall receive
23 holiday pay pursuant to Section 9.3 below if four (4) or more hours of the shift fall within the above
24 time periods. In addition when a holiday falls on an employee's regularly scheduled day off, the
25 employee may choose to have the eight (8) straight time hours deposited in the employee's vacation
26 bank. When a holiday falls on an employee's regularly scheduled work day, the employee may
27 choose to work the holiday at straight time and have the eight (8) straight time hours deposited in the
28 employee's vacation bank. If neither of the above options is chosen by the employee, Section 9.3 of
the Agreement applies.

1 **Section 9.1.2 *Alternate Work Week Schedules:*** Employees scheduled to work an alternative
2 work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours
3 per year. Part-time regular and full time regular employees and employees working alternative work
4 weeks whose work sites close on a designated holiday will be allowed to use accrued but unused time
5 off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the
6 Supervisor, the employee shall be allowed to work to make up the hours. Leave without pay will be
7 authorized if the employee does not request a different option in advance. In no event will the
8 rescheduling of hours in this manner be allowed if the resulting hours of work will result in overtime
9 pay. When a holiday falls on an employee's regularly scheduled day off, the employee will have the
10 option of receiving the holiday pay at the straight-time rate in the same pay period, or of scheduling
11 an alternate paid day off within thirty (30) days after the actual holiday. To be eligible for an
12 alternate day off, the employee must request it in advance of the holiday.

13 **Section 9.2 *Qualifications for Holiday Pay:*** To qualify for holiday pay, employees covered
14 by this Agreement must have been on pay status their normal work day before or their normal work
15 day following the holiday; provided, however, employees returning from non-pay leave starting work
16 the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
17 This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of
18 absence requested by the Department.

19 **Section 9.3 *Holiday Premium Pay:*** Regular employees who work on a holiday shall be paid
20 for the holiday at their regular rate of pay and, in addition, they shall receive either one and one half
21 (1-1/2) times their regular rate of pay for the hours worked or one and one-half (1-1/2) times the
22 hours worked (compensatory time) to be taken off at another date. Compensatory time earned via
23 holiday premium per this section shall be issued as vacation except for nurses employed by DAJD
24 who will continue to accrue compensatory time in lieu of holiday pay. Part-time and temporary
25 employees will be paid at the rate of time and one-half (1-1/2) times their straight rate of pay for
26 work on the holidays listed in Article 9, Section 1. Such pay shall be included in the calculation of
27 the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the
28 FLSA. Compensation in the form of compensatory time must be agreeable to both the affected

1 employee and the Department Director or his/her designee.

2 **Section 9.4 *Personal Holidays:*** Regular employees, provisional employees, probationary
3 employees, and term limited temporary are granted two personal holidays each year. The hours
4 granted to less than full-time employees will be prorated to in accordance with Article 9.5. One day
5 is credited to the employee's vacation leave balance on the first of October; the second holiday is
6 credited on the first of November. Personal Holidays shall be administered through the vacation plan
7 and can be used in the same manner as any earned vacation day.

8 **Section 9.5 *Regular Part-time Employees:*** Holiday time for regular part-time nurses will be
9 provided on a pro-rated basis. The straight time hours compensated in the pay period preceding the
10 pay period of the holiday shall be compared to the compensated hours in the period for a full-time
11 position. The resulting factor shall be multiplied by eight (8) hours to determine the amount of
12 holiday time off due to the part-time employee.

13 **Section 9.6 *Unpaid Religious Holidays:*** Employees may request up to two (2) unpaid
14 holidays for a reason of faith or conscience or an organized activity conducted under the auspices of a
15 religious denomination, church, or religious organization consistent with King County policy (#2014-
16 003) and the work unit's usual leave without pay request process.

17 **ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE**

18 **Section 10.1 *Accrual Rate and Usage:*** A uniform plan for sick leave with pay shall be
19 granted to eligible Department employees as provided by King County Code 3.12.220, and
20 administered according to Department policies and procedures. Sick leave credit shall accumulate at
21 the rate of .04616 hours for each hour on regular pay status as shown on the payroll, but not more
22 than forty (40) hours per week. There shall be no limit to the amount of sick leave an employee may
23 accrue. New employees will accrue sick leave on an hourly basis to begin the first of the month
24 following the date of employment. Sick leave credit may be used for bona fide cases of:

- 25 a. Illness or injury which has incapacitated the employee from performing regular
26 duties.
- 27 b. Disability due to pregnancy and/or childbirth.
- 28 c. Medical or dental appointments.

1 d. Care for the employee's child under the age of eighteen who has a health condition
2 that requires medical treatment or supervision. Consistent with Chapter 49.12.270-295 RCW, and
3 implementing rules, employees shall be entitled to use accrued sick leave, vacation, or personal
4 holidays - at the employee's discretion - to care for a child with a health condition that requires
5 treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has
6 a serious health condition or an emergency condition.

7 e. Eligible employees may use accrued sick leave and other paid leave as provided by
8 King County Code 3.12.220 and Chapter 49.12.270-295 RCW.

9 **Section 10.2 *Disciplinary Action for Abuse of Sick Leave:*** Abuse of sick leave shall be
10 grounds for suspension or dismissal. Any proposed disciplinary action based on abuse of sick leave
11 will be considered in the context of all relevant information and in accordance with the just cause
12 standard for discipline. Unlimited sick leave credit may be accumulated.

13 **Section 10.3 *Reimbursement Upon Retirement or Death:*** Upon retirement with at least five
14 years of County service, thirty-five percent (35%) of an employee's unused sick leave accumulation
15 can be applied to the payment of health care premiums, or to a cash payment at the straight time rate
16 of pay of such employee in effect on the day prior to his or her retirement. Upon the death of an
17 employee with at least five years of County service, thirty-five percent (35%) of such employee's
18 accumulated sick leave credits shall be paid to his/her estate.

19 Termination of an employee's continuous service, except by reason of temporary layoff due
20 to lack of work or funds, shall cancel all sick leave accrued at the time of such termination. Should
21 an employee resign in good standing or be laid off and return to employment within two (2) years, all
22 accrued sick leave will be restored.

23 **Section 10.4 *Wellness Incentive:*** Employees within the bargaining unit who, in a calendar
24 year ending on December 15 use less than thirty-three (33) hours of sick leave may convert sixteen
25 (16) hours of unused, accrued sick leave to two vacation days to be used in the next calendar year.

26 **Section 10.5 *Leaves of Absence:*** An unconditional leave of absence without pay for a period
27 not exceeding sixty (60) consecutive days may be granted by the Department Director.

28 A request for a leave of absence longer than sixty (60) days bearing the favorable

1 recommendation of the Department Director may be granted by the Human Resources Division
2 Manager.

3 No employee shall be given leave to take a position outside the Employer's service for more
4 than sixty (60) days in any calendar year, except where it appears in the best interests of the
5 Employer.

6 Leaves of absence of more than sixty (60) days may be conditional or unconditional with any
7 conditions set forth in writing at the time the leave is approved.

8 All requests for leaves of absence are to be requested in writing as far in advance as possible,
9 stating the reason for the leave and the amount of time requested.

10 At the expiration of the authorized unconditional leave of absence, a member of the
11 bargaining unit shall resume his/her same position (work site, title and shift); however, standing and
12 service credit shall be frozen at the commencement of the leave of absence and shall not continue to
13 accrue until the employee returns from said leave.

14 **Section 10.6 Family and Medical Leave:**

15 **Section 10.6.1 (a)** Effective January 1, 2018, all employees shall be transitioned to
16 "concurrent" King County Family Medical Leave (KCFML) benefits provided in accordance with
17 Ordinance 18191, as amended, which provides all eligible county employees with up to eighteen
18 weeks of family and medical leave, which is paid or unpaid depending upon the employee's paid
19 leave accruals.

20 **Section 10.6.1 (b)** Prior to converting to "concurrent" KCFML benefits, all employees shall
21 maintain their current "consecutive" KCFML benefits without change as follows. Up to eighteen
22 weeks of unpaid leave will be granted in a rolling twelve (12) month period (a rolling twelve (12)
23 month period as measured backwards from the date an employee starts Family and Medical Leave).
24 Family and Medical Leave benefits shall be as provided in the King County Family and Medical
25 Leave Ordinance (KCC 3.12.220 and Personnel Guidelines 14.4.5) and administered in accordance
26 with the King County Personnel Guidelines. The County agrees to maintain existing Family and
27 Medical Leave benefits during the term of this Agreement. The employing Department will maintain
28 its contribution for health benefits for the employee during the period of family and medical leave.

1 Effective January 1, 2018 all terms and benefits provided in Section 10.6.1(b) shall expire and be
2 replaced by Section 10.6.1(a), concurrent KCFML benefits.

3 **Section 10.6.2 FMLA Leave To Care For An Active Duty National Guard or Reserve**

4 **Member:** Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave
5 during any 12-month period because of any qualifying exigency as defined by the Department of
6 Labor arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty in
7 the National Guard or Reserves in support of a contingency operation. Examples of qualifying
8 exigencies include issues arising from a covered military member's short notice deployment, making
9 or updating financial and legal arrangements to address a covered military member's absence, or
10 attending military events and related activities.

11 **Section 10.6.3 FMLA Leave To Care For An Injured Service Member:** Pursuant to federal

12 law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for a
13 spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member with
14 a serious injury or illness when the injury or illness is incurred by an active duty member of the
15 military while in the line of duty. A covered service member is a current member of the Armed
16 Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment,
17 recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability
18 retired list for a serious injury or illness. Any FMLA leave used for reasons other than to care for a
19 qualified service member shall count toward the 26-week limit in a 12-month period.

20 **Section 10.6.4 Sick Leave Donation:** Employees covered by this Agreement are eligible for

21 the sick leave donation program provided in KCC 3.12.223 and the King County Personnel
22 Guidelines.

23 **Section 10.7 Military Leave:** Pursuant to RCW 38.40.060 Military leaves for public

24 employees, every officer and employee of the state or of any county, city, or other political
25 subdivision thereof who is a member of the Washington national guard or of the army, navy, air
26 force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed
27 forces of the United States shall be entitled to and shall be granted military leave of absence from
28 such employment for a period not exceeding twenty-one (21) days during each year beginning

1 October 1st and ending the following September 30th. Such leave shall be granted in order that the
2 person may report for required military duty, training or drills, including those persons in the
3 National Guard. Such military leave of absence shall be in addition to any vacation or sick leave to
4 which the officer or employee might otherwise be entitled, and shall not involve any loss of
5 efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall
6 receive his or her normal pay.

7 **Section 10.8 *Military Spouse Leave:*** Pursuant to RCW 49.77.030, during a period of
8 military conflict a nurse who is the spouse of a member of the armed forces of the U.S., or the
9 National Guard or Reserves, who has been notified of an impending call or order to active duty or has
10 been deployed, is entitled to a total of fifteen (15) days of unpaid leave per deployment. Fifteen days
11 of unpaid leave will be granted after the military spouse has been notified of an impending call or
12 order to active duty and before deployment or when the military spouse is on leave from deployment.
13 Any combination of leave without pay, compensatory time, vacation leave, sick leave and/or personal
14 holiday may be used, at the nurse's discretion. Nurses must provide the employer with notice, within
15 five (5) business days of receiving official notice of an impending call or order to active duty or of a
16 leave from deployment, of the nurse's spouse's intention to take such leave under the circumstances
17 stated above.

18 **Section 10.9 *Jury Duty:*** An employee working on other than a part time or temporary basis
19 shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury
20 duty during the employee's normal work schedule, except for transportation allowance, shall be
21 deducted from the gross pay due the employee for such period; provided that an employee excused
22 by the court on any day of such duty falling within his normal work schedule shall notify his
23 supervisor and if so directed report for work for the balance of his normal shift. An employee who is
24 scheduled off work during a period when called to serve jury duty will not suffer a loss of income as
25 a result of serving jury duty. An employee who is scheduled to work either evening or night shifts
26 while on jury duty shall not be required to report to work on any day when jury duty, including travel
27 time, requires three or more hours of attendance. An employee who does not work his or her
28 scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of

1 serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16)
2 hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16) hours
3 between the time the employee is dismissed from jury duty and the time the employee must report for
4 regular duties.

5 **Section 10.10 Required Court Appearance:** An employee who is subpoenaed to appear in
6 court on work related business shall be paid as if working for all time spent in court or in preparation
7 for such appearance as approved by the Department, including reasonable travel time to and from the
8 work site during the employee's work shift.

9 **Section 10.11 Domestic Violence Leave:** Pursuant to RCW chapter 49.76, if nurses are
10 victims of domestic violence, sexual assault or stalking, they may take reasonable leave from work,
11 intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement
12 assistance or seek treatment by a healthcare provider, mental health counseling or social services
13 assistance. Nurses who are family members of a victim may also take reasonable leave to help such
14 family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any
15 available paid time off (sick leave, vacation, etc.). The nurse must provide advance notice of his/her
16 need for such leave. In the event of an emergency or unforeseen circumstances precluding advance
17 notice, the nurse or his/her designee must provide the Employer notice of the need for such a leave no
18 later than the end of the first day that the nurse takes such leave. If the Employer requests, the nurse
19 may be required to provide verification of the need for such leave and familial relationship (e.g. a
20 birth certificate, police report, court order, or documentation from the victim's clergy member, victim
21 advocate, attorney or healthcare provider). For purposes of this section, "family member" includes a
22 nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the nurse has a
23 dating relationship.

24 **Section 10.12 Paid Parental Leave**

25 **Section 10.12.1 Eligibility**

26 A. Effective October 1, 2017, employees will be prospectively eligible for Paid
27 Parental Leave benefits, which supplement an employee's accrued paid leaves to provide up to a total
28 of twelve weeks of paid leave for a parent to bond with a new child.

1 **B.** An employee’s supplemental leave benefit is calculated based on the employee’s
2 accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement (“qualifying
3 event”). The employee will receive the equivalent of his or her base rate of pay for up to a total of
4 twelve weeks, when combined with the employee’s accrued leave (except for one week of sick leave
5 and one week of vacation leave, or the equivalent for Benefit Time).

6 **C.** The employee is permitted to use the supplemental leave first. Additionally, the
7 employee may choose to take less than twelve weeks of leave.

8 **D.** Supplemental Paid Parental Leave is not subject to cash out.

9 **E.** An employee that does not return to work for at least six months of continuous
10 service following the paid parental leave, will be required to reimburse King County for the
11 supplemental paid parental leave funds received.

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

16 **Section 10.12.2 Benefit Period.** Paid Parental Leave must be used within twelve months of
17 the qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time basis,
18 as long as it is consistent with the department’s operational needs, and it is approved in writing by the
19 employee’s supervisor prior to the leave.

20 **Section 10.12.3. Concurrency.** Paid Parental Leave will run concurrently with King
21 County’s family and medical leave, as well as federal and state family and medical leave laws, to the
22 fullest extent permitted by law.

23 **Section 10.12.4. Job Protection.** Paid Parental Leave is protected leave. Barring required
24 budget cuts or layoffs, an employee’s job cannot be eliminated while the employee is on leave.
25 Further, no retaliatory action may be taken against an employee for participating or planning to
26 participate in the program.

27 **Section 10.12.5. Health Benefits.** The employee will continue to receive all health benefits
28 and shall continue to accrue vacation and sick leave during the period of Paid Parental Leave.

1 **ARTICLE 11: BEREAVEMENT LEAVE**

2 **Section 11.1 *Annual Entitlement:*** Employees eligible for leave benefits shall be entitled to
3 three (3) working days (to a maximum of twenty-four hours) of bereavement leave per occurrence
4 due to death of members of their immediate family.

5 **Section 11.2 *Use of Sick Leave for Bereavement Purposes:*** Employees who have exhausted
6 their bereavement leave shall be entitled to use up to three days of sick leave (twenty-four hours) for
7 each instance when death occurs to a member of the employee's immediate family. One day of sick
8 leave per occurrence may be used for the attendance of a funeral of other than a close relative or a
9 significant person living in the employee's household.

10 **Section 11.3 *Pro-Rata Benefit for Part-Time Employees:*** Part-time regular and part-time
11 term-limited temporary employees shall be entitled to bereavement leave and sick leave for
12 bereavement in the same proportion as the number of hours worked is to the number of hours
13 scheduled for a full-time position.

14 **Section 11.4 *Definition of Immediate Family:*** For purposes of this Article, a member of the
15 immediate family is construed to mean:

- 16
- 17 • Children
 - 18 • Parents
 - 19 • Siblings
 - 20 • Grandchildren
 - 21 • Grandparents
 - 22 • Spouse or domestic partner
 - Children of spouse or domestic partner
 - Parents of spouse or domestic partner
 - Siblings of spouse or domestic partner
 - Grandchildren of spouse or domestic partner
 - Grandparents of spouse or domestic partner
 - Legal Guardian
- 23

24 **ARTICLE 12: HEALTH AND INSURANCE BENEFITS**

25 **Section 12.1 *Health Benefits.*** King County presently participates in insured medical, dental,
26 vision, long term disability, accidental death and dismemberment, and life insurance programs. The
27 plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management
28 Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations,

1 including the Association. The JLMIC benefits agreement for 2019 and 2020 is attached as a
2 Memorandum of Agreement. The Association further agrees and adopts all terms and conditions of
3 any successor JLMIC Agreement(s) through the duration of this Agreement or the term of the next
4 successor JLMIC Agreement, whichever has a later expiration.

5 **Section 12.2 Workers' Compensation Benefits.** Employees covered by this Agreement
6 shall be covered by the County Industrial Insurance Plan and any supplement thereto as provided by
7 County ordinance.

8 **Section 12.3 Professional Liability Insurance.** Employees covered by this Agreement are
9 covered by the liability protection as provided in the King County Code for acts committed in good
10 faith and within the scope of their official County duties.

11 **ARTICLE 13: HOURS OF WORK AND OVERTIME**

12 **Section 13.1 Work Day:** Eight (8) hours shall constitute a normal day's work and five (5)
13 consecutive days a normal week's work.

14 **Section 13.2 Work Week:** The basic work week shall begin at 12:00 a.m. Sunday and end at
15 11:59 p.m. Saturday. Any shift which begins before 12:00 a.m. Sunday will be considered entirely
16 within the work week in which the shift begins. Other seven day work week beginning and ending
17 times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule).
18 Copies of schedules and alternative work week designations shall be provided to the Department
19 Administrative Services Manager who shall forward copies to the Association and to the Office of
20 Labor Relations.

21 **Section 13.2.1 Change to FLSA Workweek:** The parties agree that the next time there is
22 occasion to conduct a re-bid at either Jail Health Services site (KCCF or MRJC), pursuant to Section
23 13.6.2, both sites will conduct a re-bid concurrently and the re-bid will include a change to the FLSA
24 workweek, from a Sunday-through-Saturday workweek to a workweek that begins Saturday at 12:01
25 a.m. and ends Friday at 12:00 a.m. At that time, all positions covered by this Agreement (including
26 those outside Jail Health Services) will convert to the same workweek on the same effective date.
27 Nurses will not incur a loss of pay as result of the transition period.

28 **Section 13.2.2 "Flexing a schedule"** means that on a day-to-day basis the employee may

1 request or agree to a revision in the schedule of work hours, working more hours than scheduled on
2 one day and less on another day during the same work week. Upon mutual agreement between the
3 employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours
4 worked in excess of forty (40) in a work week.

5 **Section 13.3 Overtime:** Except as provided in Section 13.2 above, for regular full-time and
6 regular part-time employees, overtime shall be paid as follows:

7 **Section 13.3.1 Hours Worked In Excess of Forty In a Workweek:** All work performed over
8 forty (40) hours in any one (1) FLSA workweek shall be paid at the rate of one and one-half times the
9 nurse's FLSA regular rate of pay in accordance with the FLSA (i.e., by multiplying the straight time
10 rate of pay by all overtime hours worked, plus one-half the employee's hourly regular rate of pay
11 times all overtime hours worked).

12 **Section 13.3.2 Hours Worked In Excess of Regularly Scheduled Day (Daily Overtime):**
13 All nurses that perform work over eight (8), ten (10), or twelve (12) hours in one (1) work day,
14 depending on the employee's regular schedule, shall be paid at the rate of one and one-half (1-1/2)
15 times the nurse's applicable base rate of pay (listed in Addendum A), and one and one-half (1-1/2)
16 times the following premiums and differentials, where applicable: longevity pay, weekend pay, shift
17 differential, charge nurse pay, JHS assignment rate (per Section 7.12), and out-of-class pay (per
18 Section 14.1), provided that such work is authorized by the employee's supervisor. All nurses shall
19 receive overtime pay for all hours worked over forty (40) in any one seven (7) day work week. The
20 Department will make a good faith effort to minimize the use of overtime. In addition, the
21 Department will follow RCW 49.28.140, Mandatory Overtime Prohibited, with respect to Jail Health
22 Services overtime.

23 A nurse who does not work all of his/her regularly scheduled shifts for that week will not be
24 paid daily overtime for hours worked in excess of his/her 8, 10, 12 hour shift unless: (a) the absence
25 is authorized by the nurse's supervisor at the time the overtime is authorized, or (b) the nurse's
26 absence has been approved prior to the week in which the daily overtime occurred or (c) the daily
27 overtime occurred due to a management directed mandatory overtime.

28 **Section 13.3.3 Compensatory Time:** Overtime may be compensated by compensatory time

1 off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee
2 requests compensatory time accrual in advance and the supervisor approves. Employees may not
3 have a balance of more than forty (40) hours of compensatory time. All compensatory time not used
4 by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work
5 demands of the position, the employee may request and the Division Manager may approve the
6 carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory
7 time accrual will be approved for the last pay period of a calendar year (December 16 through
8 December 31). Use of compensatory time off must be approved in advance as for vacation leave.

9 **Section 13.4 *Alternate Work Schedules:*** An alternative work schedule is defined as any
10 schedule of hours of work other than the traditional five eight-hour days within a seven-day work
11 week. Examples of alternative work schedules include but are not limited to:

12 4 - 10 hour work days

13 A 9/8-off alternating work week schedule (the record keeping time-sheet for this schedule
14 must be the one which meets the FLSA standards dividing between two work weeks mid shift on the
15 fifth day of work which is either 8 hours or a day off.)

16 **Section 13.4.1** Alternative work schedules will be assigned as follows, provided the nurse
17 possesses the necessary skills, knowledge and experience to perform the function of the particular
18 position with that particular schedule:

19 a. First a request for volunteers from the affected workgroup shall be made.

20 b. If more than one volunteer is identified, the nurse with the greatest bargaining unit
21 seniority at that site/workgroup will be granted the alternative work schedule.

22 **Section 13.4.2** Nurses, individually or in groups, may request an alternative work schedule.
23 The request will be reviewed to see if it meets the business needs of the site. If the request is denied,
24 the basis for the denial (an explanation of how/why the schedule does not meet the business needs of
25 the site) will be provided in writing to the employee. Additionally, the employee is entitled to have
26 the decision on the request reviewed by the Director or Deputy Director of Community Health
27 Services, provided a request for such review is made in writing within ten (10) business days of
28 receipt of the initial decision.

1 **Section 13.4.3** In administering alternative work schedules, the following working conditions
2 shall prevail:

3 a. Overtime shall be paid for any hours worked in excess of the established work day
4 of at least eight (8) hours or overtime shall be paid for any hours in excess of forty (40) hours per
5 week.

6 b. Vacation benefits shall be accrued and expended on an hourly basis.

7 c. Sick leave benefits shall be accrued and expended on an hourly basis.

8 d. Holidays shall be granted in accordance with Article 9 of this Agreement.

9 e. Employee participation shall be on a voluntary basis.

10 f. Every six (6) months all alternative work schedules will be reviewed by the affected
11 nurse(s) and the immediate supervisor. The Department or the employee shall provide forty-five (45)
12 days' notice of their intent to discontinue the alternative schedule, unless the employee and the
13 Department mutually agree to waive the forty-five (45) day requirement.

14 **Section 13.4.4 MRJC and KCCF Memorandum of Agreement Regarding 10-, and 12-hour**
15 **Shifts:** The parties agree that the terms of the Memorandum of Agreement regarding 10 and 12-hour
16 shifts for nurses working at the Maleng Regional Justice Center and King County Correctional
17 Facility, attached hereto as Addendum D, shall be incorporated as part of this Agreement and have
18 the same duration.

19 **Section 13.5 Standby/Callback/Clinical Call:** Whenever an employee covered by this
20 Agreement is placed on standby duty by the Department, the employee shall be available at a pre-
21 designated location to respond to emergency calls and, when necessary, return immediately to work.
22 The Department will first seek volunteers for nurses to be on standby. If not enough volunteers are
23 available, the Department will utilize a system providing appropriate consideration for seniority to be
24 developed by a staffing committee for each site regularly utilizing standby to fill gaps in the standby
25 schedule. Employees who are placed on standby duty by the Department shall be paid at the rate of
26 ten percent (10%) of the straight time hourly rate of pay listed in Addendum A for all hours assigned.
27 The Department reserves the right to determine the standby assignments.

28 If an employee is required to return to work while on standby duty, the employee will be paid

1 time and one-half (1-1/2) for all hours worked with a minimum of three (3) hours due. Standby pay
2 and callback pay shall not be paid simultaneously.

3 Phone calls received by nurses on standby which do not result in the need to return to work
4 shall be logged and paid for at time and one-half (1-1/2) for actual hours worked six (6) minute
5 minimum, rounded to the nearest six (6) minute increment. It is understood that phone calls while on
6 standby do not constitute a callback.

7 Nurse Practitioner Clinical Call: Nurse practitioners placed on Clinical Call shall be paid at
8 the rate of twelve (12) percent of the straight time hourly rate of pay listed in Addendum A for all
9 hours on Clinical Call. Telephone calls received by nurse practitioners on Clinical Call shall be
10 logged and paid for at time and one-half (1-1/2) for all hours worked with a five (5) minute
11 minimum. The Department reserves the right to determine the Clinical Call assignments.

12 In lieu of the Standby/Callback/Clinical Call pay as provided herein, an employee may choose
13 compensatory time equivalent to such pay.

14 Pay differentials made pursuant to this section shall be included in the calculation of the
15 nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the
16 FLSA.

17 **Section 13.6 Schedule Changes:**

18 **Section 13.6.1 Non-Jail Schedules:** The Department recognizes the need to give employees
19 timely notice of schedules and schedule changes. To that end, the Department shall make reasonable
20 efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.
21 Prior to changing an employee's regularly scheduled day off, the supervisor shall first contact the
22 employee to discuss said change.

23 Once the final schedule has been posted, any change by the Department to the employee's
24 schedule with less than twenty-four (24) hours' notice, shall be by mutual consent. Both parties
25 acknowledge that a change of duties or an overtime assignment does not constitute a schedule
26 change.

27 If the Employer deems it necessary to establish work schedules other than a Monday through
28 Friday schedule, or other than forty (40) hours per week in the non-jail facilities, the Employer shall

1 notify the Association and bargain any impact such a change may have on the unit's wages, hours
2 and working conditions.

3 **Section 13.6.2 Jail Schedules:** The Department recognizes the need to give employees
4 timely notice of schedules and schedule changes.

5 The JHS Monthly Schedule will be created as follows:

6 a. The current JHS scheduling process will continue that is outlined in the
7 Memorandum of Understanding titled "Seattle King County Public Health use of Agency/ Contract
8 Nurses in Public Health (MOU) through September 30, 2017. The MOU will expire October 1, 2017
9 and the JHS Scheduling Process outlined below will govern.

10 b. The "Draft Schedule" with needs will be displayed by the 10th of the preceding
11 month that it takes effect. It includes short-term temporary, term-limited temporary, career service
12 staffing patterns, approved vacation, holidays, sick time, planned leaves and any extra shifts that
13 career service nurses have requested. Agency shifts will only be scheduled on the "Draft Schedule"
14 to backfill extended schedule vacancies (e.g., shift vacancies caused by FMLA). The County values
15 the high quality work of our nurses and will work to minimize the use of agency staff.

16 c. Between the "Draft Schedule" and the end of the preceding month that the schedule
17 takes effect career service staff, probationary, short-term temporary, term limited temporary, and
18 temporary nurses may submit a request to cover any vacant shift on the posted "Draft Schedule" on a
19 first come, first serve basis.

20 d. A schedule update will be displayed at least ten (10) days before it takes effect.
21 During this ten (10) day period, bargaining unit probationary, short-term temporary, term limited
22 temporary, temporary nurses, and agency nurses) may be called for availability to fill vacant shifts.
23 During this period, career service staff, probationary, short-term temporary, term limited temporary,
24 and temporary nurses may also submit requests to cover any remaining vacant shift on the posted
25 updated schedule if still available, on a first come, first serve basis.

26 **Schedule Changes:** Major schedule changes affecting the majority of nurses in Jail Health
27 Services will be negotiated with the Association prior to implementation. The employer will limit
28 required shift changes to two per month with at least fifteen (15) hours off between changes. A shift

1 change shall be defined as a change of working hours in which a majority of working time occurs in a
2 different shift.

3 Prior to changing an employee's regular scheduled pattern, the supervisor shall first contact
4 the employee to discuss said change. The Department reserves the right to make temporary changes
5 to the schedule to ensure the staffing of the facility in cases of emergency (i.e., immediate vacancies,
6 medical leave coverage, unanticipated absence of a scheduled nurse). Prior to changing the schedule,
7 the employer will seek volunteers and utilize available temporary staff. Once the final schedule has
8 been posted, any change by the Department to the employee's schedule, shall be by mutual consent.
9 Both parties acknowledge that a change of duties or an overtime assignment does not constitute a
10 schedule change.

11 In the event of wide-scale changes in scheduling patterns at the jail, available patterns will be
12 posted for bidding at the Jail Health Services (JHS) site for at least fourteen (14) calendar days.
13 Nurses at the JHS site shall have the opportunity to bid, based on seniority in the site and FTE level,
14 for the shift and days off/on pattern. When individual scheduling patterns become available, the
15 pattern will be posted for at least seven (7) days. When patterns become available, irrespective of
16 whether it is wide-scale or a single pattern, schedules may be temporarily filled pending the outcome
17 of the bidding process. Implementation date of the newly assigned pattern will be by mutual consent
18 of impacted employee and supervisor.

19 For purposes of pattern bidding, employees transferred to a new jail site will be entitled to use
20 only one-half (1/2) of their seniority credit for the first eighteen (18) months at the new site unless the
21 pattern bidding is a result of an involuntary transfer (see Section 5.6 Transfers). After eighteen (18)
22 months, such employees will be entitled to use their full seniority credit for such pattern bidding.

23 **Section 13.7 Consecutive Weekend Work/Shift Rotation:** The Department and the
24 Association agree that bargaining unit employees have a legitimate interest in limiting and/or
25 eliminating the practice of mandating the regular rotation of employee's work shifts (i.e., days to
26 evenings and back to days, on a rotating basis). It is further recognized that bargaining unit
27 employees have a legitimate interest in limiting the amount of consecutive weekend work required of
28 employees. To this end, the Department agrees to the following:

1 1. A “scheduling committee” shall continue to meet at least monthly at affected jail
2 sites for the purpose of exploring the use of alternative staffing patterns that would reduce and/or
3 eliminate the need to rotate shifts and would enhance the ability to allow nurses to work a schedule
4 providing for every other weekend off and/or two consecutive days off per week; and

5 2. If regular nurses are regularly required to work outside their specific budgeted FTE
6 (80 hrs/2 week = 1.0 FTE, *within .2 FTE of the position held by the impacted employee*), the
7 Association may request that the position be reviewed to determine whether it is feasible to increase
8 or decrease the position’s FTE. If such change is jointly determined, the Department Director shall
9 make a request to the Budget Office.

10 **ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION**

11 **Section 14.1 *Payment for Work in a Higher Classification:*** Whenever an employee is
12 assigned by proper authority to perform all the duties and accept all of the responsibility of an
13 employee at a higher paid classification, he/she shall be paid at the rate established for such
14 classification while performing such duties and accepting such responsibility. Proper authority shall
15 be a supervisory employee in the line of organization outside of the bargaining unit, and if his
16 position is to be filled, proper authority shall be his/her supervisor. An employee properly assigned
17 work in a higher level classification shall be paid at the first step in the higher salary range of the
18 higher level job classification or at the salary step in the higher classification that most closely
19 approximates a five percent increase over the employee’s current rate of pay, whichever is greater.
20 Payment for work in a higher classification may not exceed the top step of the new range.

21 Out-of-class pay shall be included in the calculation of the nurse’s FLSA regular rate for
22 purposes of payment for hours which qualify as overtime under the FLSA.

23 **Section 14.2 *Temporary Work in a Lower Classification:*** If an employee is assigned to
24 work temporarily in a lower level job classification, the employee shall be paid at his/her regular rate
25 of pay.

26 **Section 14.3 *Regular Work in a Lower Classification:*** If an employee works in a lower
27 level job classification on a regular basis, at his or her request or in lieu of a layoff, the employee will
28 be paid at his/her same step in the salary range of the lower job class or if necessary, be frozen at

1 their old base rate for a maximum of three (3) months. During this period of pay freezing, employees
2 shall not be eligible for cost of living increases, longevity pay and/or any other wage adjustments.

3 **ARTICLE 15: CONFERENCE COMMITTEES**

4 **Section 15.1 *Local Conference Committees:*** The Department jointly with the elected
5 representative of the employees covered by Addendum A of this Agreement shall establish a Local
6 Conference Committee at each work site to assist with mutual problems regarding nursing personnel
7 and client care, and for the purpose of discussing and facilitating the resolution of all problems which
8 may arise between the parties other than those for which another procedure is provided by law or by
9 other provisions of this Agreement. The function of the committee shall be limited to an advisory
10 rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as
11 mutually agreed and operate according to mutually agreed ground rules. The Committee shall consist
12 of three representatives of administration and three representatives of the employees (one of whom
13 may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as
14 needed depending on the issues to be discussed. A local conference committee may refer subjects to
15 the Executive Conference Committee.

16 **Section 15.2 *Executive Conference Committee:*** An Executive Conference Committee is
17 established for issues affecting the Department or bargaining unit as a whole, except for matters for
18 which another procedure is provided by law or other provisions of this Agreement. The Executive
19 Conference Committee shall consist of equal numbers of representatives of administration and the
20 Association. Association representatives shall be the elected officers of the bargaining unit.

21 The Executive Conference Committee shall operate according to mutually agreed ground
22 rules. The function of the committee shall be limited to an advisory rather than a decision-making
23 capacity.

24 **Section 15.3 *Nursing Practice Committee:*** The parties agree to establish and maintain a
25 Nursing Practice Committee. The Committee shall consist of three Association members and three
26 representatives of the Department. The Association shall designate the Committee chair. The
27 purpose of the Committee shall be to develop recommendations to the Executive Conference
28 Committee and the Department on issues of nursing practice and client care. The Committee shall

1 meet during the month prior to the scheduled Executive Conference Committee meeting. The
2 Nursing Practice Committee Report shall be a standing agenda item for the Executive Conference
3 Committee.

4 **Section 15.4 Conference Committee Operations:** The parties agree that the ground rules of
5 the Executive Conference Committee and Nursing Practice Committee will include provisions for
6 recording and distributing meeting minutes.

7 Association representatives to the Conference Committees and Nursing Practice Committee
8 shall be provided release time with pay to attend meetings.

9 **Section 15.5 Preceptor Program:** The parties agree to include the preceptor program as an
10 agenda item for the Executive Conference Committee.

11 **Section 15.5.1** A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health
12 Nurse, Advanced Practice Nurse Specialist, Nurse Recruiter or Advanced Registered Nurse
13 Practitioner with at least one year of continuous relevant experience who is assigned specific
14 responsibility for planning organizing, teaching, and evaluating the new skill development of a
15 student intern or nurse employed by the Department who is participating in a specific Preceptor
16 Program. Inherent in the Preceptor role is the responsibility for specific, criteria-based competencies,
17 and goal directed education for a defined time period. A Charge Nurse is eligible for preceptor pay.

18 **Section 15.5.2** It is understood that nurses in the ordinary course of their responsibilities will
19 be expected to participate in the general orientation process of new nurses without receiving
20 Preceptor pay. This includes providing information, support and guidance to new nurses in the
21 Department.

22 **ARTICLE 16: STAFF DEVELOPMENT**

23 **Section 16.1 Staff Development:**

24 Staff development issues shall be a proper subject for discussion in the Nursing Practice
25 Committee. Upon request by the Association the parties shall discuss:

26 a. The orientation program for newly hired nurses which shall include a site-specific
27 orientation as well as the general orientation for the Department. Local Conference Committees shall
28 discuss the formulation of site specific orientations.

1 b. The orientation program for nurses transferring to a position requiring significantly
2 different duties and/or skills.

3 c. In service meetings, including development of programs; status of programs
4 offered and level of participation.

5 **Section 16.2 *Continuing Education Time and Professional Meetings:*** The Department and
6 the Association agree continuous upgrading of employees skills and knowledge is beneficial to
7 providing quality health care services to the public. Therefore employees covered by this Agreement
8 are encouraged to take advantage of opportunities available for continuing education. To this end, it
9 shall be a policy of the Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours)
10 and ARNPs, Nurse Recruiters, and APNS employees five (5) days (40 hours) of paid leave annually
11 for purposes of attending professional meetings, seminars and classes to earn continuing education
12 outside of the Department. For purposes of this section, professional meetings shall be defined as:
13 Short term conferences for professional growth and development of the individual nurses related to
14 nursing, and/or meetings and committee activities of the professional association at the national, state
15 or district level which are designed to develop and promote the programs of the professional
16 association in improving the quality and availability of nursing service and health care or training as
17 defined by American Medical Association standards and/or American Nursing Association standards.
18 Conferences or portions of conferences relating solely to union business are not considered
19 professional meetings.

20 Other paid leave for this purpose and in-house educational programs shall be at the discretion
21 of the Department Head. Employees who are approved to attend a continuing education seminar or
22 class pursuant to the above referenced policy on a day off shall be compensated at their regular rates,
23 including applicable premiums, for all time spent, and shall be entitled to an additional unpaid day off
24 within thirty (30) days of the continuing education seminar or class. All such leave shall first be
25 scheduled and approved by the employee's supervisor. For this purpose, part-time employees shall
26 be due a prorated amount. The proration shall be determined based on the hours worked in the
27 preceding calendar year divided by the hours scheduled for a full-time position during the same time
28 period.

1 **ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/REHIRS**

2 **Section 17.1 Definitions:** The following definitions shall apply for the purposes of
3 administering this Article:

4 **a. Seniority** is the employee’s total uninterrupted time in the bargaining unit,
5 measured as total compensated hours, up to a cap of 2088 hours for each consecutive 12-month
6 period. If two employees have equal seniority, seniority shall be determined by the adjusted service
7 date reflecting the employee’s date of hire into a King County regular career-service position.

8 **b. Layoff** is the involuntary termination of employment or reduction of work hours.
9 An involuntary increase in the standard working hours of a position shall create the same vacancy
10 and bumping rights for employees whose hours are increased as are created by the terms of this
11 Article for employees in a layoff/reduction in force situation.

12 **c. Classification (also Job Class or Job Classification)** is a group of positions that
13 are sufficiently similar in their duties, responsibilities and authority that the same descriptive title
14 may be used to designate each position allocated to the class. The classifications covered by this
15 Agreement are listed in Addendum A.

16 **d. Qualified** means the employee possesses the required knowledge, skills and
17 abilities to competently perform the duties of a position; including required licenses and/or
18 certifications, and would be eligible to be appointed to the position as a new hire.

19 **e. Employment Sector** means the locality of the assigned work site of the employee
20 subject to layoff:

21 **Jail Health Services (JHS) Sector;** Sites include:

22 King County Correctional Facility
23 Regional Justice Center Jail

24 **North Sector;** Includes sites north of I-90, plus Columbia. Major sites in North Sector include:

25 North
26 Northshore
27 Eastgate
28 Downtown Seattle
First Hill
Harborview Medical Center

1 Columbia

2 **South Sector;** Includes sites south of I-90. Major sites in South Sector include:

3 Renton

4 Kent

5 Federal Way

6 Auburn

7 Roxbury

8 White Center

9 **f. Vacant position** means a position that the Department intends to fill.

10 **Section 17.2** When the Department determines there is a need to reduce, or increase the
11 working hours of existing positions, the Department shall identify by job class and work site which
12 positions(s) are to be eliminated or increased.

13 **Section 17.3** An incumbent employee in a position impacted by a change in FTE, either a
14 decrease or an increase, shall be notified at least thirty calendar days prior to the effective date. The
15 notice will include information about the options provided in this Section. A copy of the notice will
16 be provided to the Association. The employee shall be allowed fourteen calendar days to elect one of
17 the following options:

18 **a.** The employee may choose to be placed in a vacant position within the bargaining
19 unit for which the employee is qualified. In the case of an involuntary increase or decrease in hours,
20 an affected employee shall be given first right of refusal over the increased or decreased hours before
21 such position is posted. The Department must offer a vacant bargaining unit position to a qualified
22 employee subject to layoff, if the position is the same classification as the position from which the
23 employee is laid off, and if the Department intends to fill the position. The Department will inform
24 the employee of all, available vacant positions that the Department intends to fill. The employee
25 must serve a six-month trial service period as defined in Section 21.27 if the new position is in a
26 different division or program from the position from which the employee was laid off. In the event
27 the employee does not successfully complete trial service, or the employee determines the new
28 position is not a good fit, the employee will be afforded the layoff option provided under Section 3.e
of this Article.

b. The employee may voluntarily move to a vacant bargaining unit position in another

1 job class, provided the employee is qualified and the Department intends to fill the position. The
2 employee must serve a six-month trial service period as defined in Section 21.27 when moving to a
3 position in another job class. In the event the employee does not successfully complete trial service,
4 or the employee determines the new position is not a good fit, the employee will be afforded the
5 layoff option provided under Sections 3.e of this Article.

6 c. The employee may displace (bump) the least senior employee in the same job class
7 within the same Employment Sector for which the employee is qualified. A Nurse Practitioner
8 without prescriptive authority shall not bump a Nurse Practitioner with prescriptive authority. A
9 nurse who is based in and works in the North and South sectors has the right to bump the least senior
10 nurse and may be bumped by a more senior nurse from either the North or South sector. A float pool
11 nurse has the right to bump the least senior nurse in the North or South Sector and may be bumped by
12 a nurse from either the North or South sector in accordance with the terms of this Agreement. The
13 employee must serve a six-month trial service period as defined in Section 21.27 if the new position
14 is in a different division or program from the position from which the employee was laid off. In the
15 event the employee does not successfully complete trial service, or the employee determines the new
16 position is not a good fit, the employee will be afforded the layoff option provided under Section 3.e
17 of this Article.

18 d. An employee may bump the least senior employee in a bargaining unit
19 classification within the same Employment Sector with a lower salary range, provided the employee
20 is qualified for the lower-paid position and has more seniority than the incumbent employee, if there
21 is no other employee with less seniority in the job class of the employee to be laid off. A nurse who
22 is based in and works in North and South sectors has the right to bump the least senior nurse and may
23 be bumped by a more senior nurse from either the North or South sector. A float pool nurse has the
24 right to bump the least senior nurse in the North or South Sector and may be bumped by a nurse from
25 either the North or South sector in accordance with the terms of this Agreement. The employee must
26 serve a six-month trial service period as defined in Section 21.27 if the new position is in a different
27 division or program from the position from which the employee was laid off. In the event the
28 employee does not successfully complete trial service, or the employee determines the new position

1 is not a good fit, the employee will be afforded the layoff option provided under Section 3.e of this
2 Article.

3 e. An employee may choose to be laid off rather than exercise the options above.

4 **Section 17.3.1 Nurses Who Have Work Assignments in Two Different Sectors.** A nurse
5 who has work assignments in two different sectors shall have all rights guaranteed by Article 17.

6 **Section 17.4** When the Department determines to eliminate, reduce, or increase the hours of
7 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty
8 calendar days prior to the effective date. The notice will include information about the options
9 provided in Section 3 of this Article. A copy of the notice will be provided to the Association. A
10 seniority list shall be compiled by the Employer and distributed to the nurse who is subject to layoff.
11 The seniority list shall contain the names, FTE, work hours and work days of the least senior nurses
12 from the sectors in which the affected nurse is assigned to work. The employees shall be allowed
13 fourteen calendar days to select their options under Section 3 above using the following procedure:

14 a. The employees will designate a first, second and third choice among the options;

15 b. Option choices will be allocated in order of seniority, the most senior employee
16 having priority; provided, however, bumping choices will be allocated according to c. below, and
17 vacant positions will be allocated according to e. below:

18 c. It is the intent for bumping to proceed in reverse seniority order; that is, the least
19 senior employee within the Employment Sector will be displaced first. No employee may be bumped
20 ahead of the least senior employee in the Employment Sector in the same job classification. The
21 Department will provide employees subject to layoff with a list of positions held by the lowest-
22 seniority employees within the employees' job classification and Employment Sector; the number of
23 such positions will be equal to the number of positions to be eliminated in that job classification and
24 Employment Sector. An employee may designate as an option a position from this list which is not
25 held by the least senior employee; however, the option will not be available unless the lower-
26 seniority employee(s) on the list is (are) displaced.

27 d. An exception to c. above may be authorized by the Department Director, with
28 notice to the Association, only if bumping out of order is required to retain essential skills or

1 qualifications.

2 e. If two or more employees select the same vacant position, the position will be
3 offered to the most senior employee. An employee may choose to be laid off rather than exercising
4 the options above.

5 **Section 17.5** Once the employee has selected an option, the selection may not be changed
6 except by approval of the Department Director or designee.

7 **Section 17.6** The Chief of Nursing Services shall determine which positions an employee
8 subject to layoff is qualified to select as an option, according to the definition in Section 1.d. of this
9 Article. If the employee subject to layoff is not in agreement with the decision, the employee may
10 appeal the decision to the Division Director. If an appeal is filed, the decision by the Division
11 Director shall be final. If no appeal is filed, the decision by the Chief of Nursing Services is final.
12 The determination whether an employee is qualified will assume an appropriate orientation to the
13 new position.

14 **Section 17.7** Employees who transfer or bump into a position due to a layoff shall not serve a
15 probation period; however, the employee will serve a six-month trial service period, as defined in
16 Section 21.27, if the new position is in a different classification or in a different division or program.
17 In the event the employee does not successfully complete trial service or the employee determines the
18 new position is not a good fit, the employee will be afforded the layoff option provided under Section
19 3.e. of this Article.

20 **Section 17.8** Employees who are laid off or placed in a position with reduced hours as a
21 result of the layoff procedures in this Article shall be placed on a recall list for a period of two years
22 from the date of layoff or reduction of hours. Employees shall be recalled to openings in the
23 classification from which laid off in seniority order, the most senior to be recalled first. Refusal of a
24 job offer that is the same FTE, same shift, classification and site may be grounds for removal from
25 the recall list, except that an employee may refuse a position that is less than full-time if the employee
26 had a full-time position at the time of layoff or reduction. The Department will offer positions to
27 qualified and available employees on the recall list before making any offers to persons outside the
28 Department. Employees returned to employment via recall into a different classification, division or

1 program will serve a six-month trial service period as defined in Section 21.27. In the event the
2 employee does not successfully complete trial service or the employee determines the position is not
3 a good fit, the employee will be afforded the layoff options provided under Section 3.e. of this
4 Article. The two-year time period for recall shall be suspended for the time the employee is serving a
5 trial service period. If the employee returns to the recall list during the trial service period, the
6 suspension of the two-year time period shall end.

7 **Section 17.9** The Department and/or Human Resources Department may offer additional
8 layoff options including but not limited to, placement in other King County positions as provided in
9 the Workforce Management Plan or other County policies.

10 **Section 17.10** Any career service employee covered by this Agreement who separates from a
11 career service bargaining unit position in good standing, and returns to a career service bargaining
12 unit position within two years of separation, will be credited with previously accrued bargaining unit
13 seniority.

14 **Section 17.11** Pursuant to the provisions of R.C.W. Title 50, King County is a participating
15 employer in the regular state unemployment compensation program.

16 **ARTICLE 18: SAVINGS CLAUSE**

17 Should any part hereof or any provision herein contained be rendered or declared invalid by
18 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
19 jurisdiction, such invalidation of such part or portion of this Contract shall not invalidate the
20 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet
21 within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts
22 or provisions shall remain in full force and effect.

23 **ARTICLE 19: WAIVER CLAUSE**

24 The parties acknowledge that each has had the unlimited right within the law and the
25 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
26 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
27 Agreement. Therefore, the County and the signatory organization, for the duration of this
28 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any

1 subject or matter not specifically referred to or covered in this Agreement.

2 **ARTICLE 20: SAFETY STANDARDS**

3 **Section 20.1 *Safe Working Conditions:*** Safe working conditions shall be provided in
4 compliance with the Washington Industrial Safety and Health Act (WISHA).

5 **Section 20.2 *WISHA Standards:*** All work shall be performed in a competent manner in
6 accordance with the Washington Industrial Safety and Health Act (WISHA).

7 **Section 20.3 *Protective Clothing and Equipment:*** Protective devices, protective equipment
8 and protective clothing when required by the employer, laws or regulations, will be furnished to and
9 used by the employees.

10 **Section 20.4 *Safety Meetings:*** At least one designated representative from each of the three
11 sectors in the bargaining unit will be allowed time off with pay to attend departmental safety
12 meetings. The employee will notify his/her supervisor in advance of such meeting so as to minimize
13 conflict with regularly assigned duties.

14 **Section 20.5 *Employees Must Comply with Safety Rules:*** It shall be the duty of every
15 employee covered by this Agreement to comply with established safety rules, promote safety and to
16 assist in the prevention of accidents.

17 **Section 20.6 *Employee Participation in Safety Program:*** All employees covered by this
18 Agreement are expected to participate and cooperate in the Employer's Safety Program. At the
19 annual OSHA/WISHA training and once per year in the Health Beat the employer shall present an
20 explanation of its Safety Program to employees.

21 **Section 20.7 *Internal Resolution of Safety Concerns:*** Employees shall present unresolved
22 safety issues to the Employer's Safety Committee prior to presenting same to an outside agency
23 empowered with upholding the state WISHA law.

24 **ARTICLE 21: DEFINITIONS**

25 **Section 21.1 *"Career service employee"*** means a county employee appointed to a career
26 service position as a result of the selection procedure provided for in King County Code, Chapter 3,
27 as amended, and who has completed the probationary period.

28 **Section 21.2 *"Career service position"*** means all positions in the county service except for those

1 which are designated by Section 550 of the charter as follows: All elected officers; the county auditor, the
2 clerk and all other employees of the county council; the county administrative officer; the chief officer of
3 each executive department and administrative office; the members of all boards and commissions;
4 administrative assistants for the executive and one administrative assistant each for the county
5 administrative officer, the county auditor, the county assessor, the chief officer of each executive
6 department and administrative office and for each board and commission; a chief deputy for the county
7 assessor; one confidential secretary each for the executive, the chief officer of each executive department
8 and administrative office, and for each administrative assistant specified herein; all employees of those
9 officers who are exempted from the provisions of this chapter by the state constitution; persons employed
10 in a professional or scientific capacity to conduct a special inquiry, investigation or examination; part-time
11 and temporary employees; administrative interns; election precinct officials; all persons serving the county
12 without compensation; physicians; surgeons; dentists; medical interns; and student nurses and inmates
13 employed by county hospitals, tuberculosis sanitariums and Departments of the county.

14 Divisions in executive departments and administrative offices as determined by the county
15 council shall be considered to be executive departments for the purpose of determining the
16 applicability of Section 550 of the charter.

17 All part-time employees shall be exempted from career service membership except, effective
18 January 1, 1989, all part-time employees employed at least half time or more, as defined by ordinance,
19 shall be members of the career service.

20 **Section 21.3 “Demotion”** Demotion means the reassignment of an employee to a job in a
21 different position classification having a lower salary schedule.

22 **Section 21.4 “Employee”** means any person who is employed in a career service position or
23 exempt position.

24 **Section 21.5 “Employed at least half time or more”** means employed in a regular position
25 which has an established work schedule of not less than one-half the number of hours of the full-time
26 positions in the work unit in which the employee is assigned or when viewed on a calendar year
27 basis, 910 hours or more in a work unit in which a work week of more than thirty-five but less than
28 forty hours is standard or 1040 hours or more in a work unit in which a forty hour work week is

1 standard. If the standard work week hours within a work unit varies (for instance, employees
2 working both thirty five and forty hours), the director, in consultation with the department, will be
3 responsible for determining what hour threshold will apply

4 **Section 21.6 “Full-time regular employee”** means an employee employed in a full-time
5 position and, for full-time career service positions, is not serving a probationary period.

6 **Section 21.7 “Full-time regular position”** means a regular position which has an established
7 work schedule of not less than thirty-five hours per week in those work units in which a thirty-five
8 hour week is standard, or of not less than forty hours per week in those work units in which a forty-
9 hour week is standard.

10 **Section 21.8 “Part-time employee”** means an employee employed in a part-time position.
11 Under Section 550 of the charter, part-time employees are not members of the career service.

12 **Section 21.9 “Part-time position”** means an other than a regular position in which the part-time
13 employee is employed less than half time, that is less than 910 hours in a calendar year in a work unit in
14 which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in
15 which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the
16 standard work week falls between thirty-five and forty hours, the director, in consultation with the
17 department, will be responsible for determining what hour threshold will apply. Part-time position
18 excludes administrative intern.

19 **Section 21.10 “Part-time regular employee”** means an employee employed in a part-time
20 regular position and, for part-time career service positions, is not serving a probationary period.
21 Under Section 550 of the charter, such part-time regular employees are members of the career
22 service.

23 **Section 21.11 “Part-time regular position”** means a regular position in which the part-time
24 regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year
25 in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less
26 than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

27 **Section 21.12 “Position”** means a group of current duties and responsibilities assigned by
28 competent authority requiring the employment of one person.

1 **Section 21.13 “Probationary employee”** means an employee serving a probationary period
2 in a regular career service position. Probationary employees are temporary employees and excluded
3 from career service under Section 550 of the charter.

4 **Section 21.14 “Probationary period”** means a period of time constituting the final step in the
5 competitive screening process for career service or for promotion from one career service position to
6 another. An appointment to the career service, whether following successful completion of an initial
7 probationary period of county employment or a promotional probationary period, shall not be final
8 unless the employee successfully completes this probationary period.

9 **Section 21.15 “Provisional appointment”** means an appointment made in the absence of a
10 list of candidates certified as qualified by the director. Only the director may authorize a provisional
11 appointment. An appointment to this status is limited to six months.

12 **Section 21.16 “Provisional employee”** means an employee serving by provisional
13 appointment in a regular career service position. Provisional employees are temporary employees
14 and excluded from career service under Section 550 of the charter.

15 **Section 21.17 “Regular position”** means a position established in the county budget and
16 identified within a budgetary unit’s authorized full time equivalent (FTE) level as set out in the budget
17 detail report.

18 **Section 21.18 “Temporary employee”** means an employee employed in a temporary position
19 and, in addition, includes an employee serving a probationary period or is under provisional
20 appointment. Under Section 550 of the charter, temporary employees are not members of the career
21 service.

22 **Section 21.19 “Temporary position”** means a position which is not a regular position as
23 defined in this chapter and excludes administrative intern. Temporary positions include both term-
24 limited temporary positions as defined in this chapter and short-term (normally less than six months)
25 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a
26 work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year
27 in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
28 chapter. Where the standard work week falls between thirty-five and forty hours, the director, in

1 consultation with the department, will be responsible for determining what hour threshold will apply.

2 **Section 21.20 “Term-limited temporary employee”** means a temporary employee who is
3 employed in a term-limited temporary position. Term-limited temporary employees are not members
4 of the career service. Term-limited temporary employees may not be employed in term-limited
5 temporary positions longer than three years beyond the date of hire, except that for grant-funded
6 projects, capital improvement projects, and information systems technology projects the maximum
7 period may be extended up to five years upon approval of the director. The director shall maintain a
8 current list of all term-limited temporary employees by department.

9 **Section 21.21 “Term-limited temporary position”** means a temporary position with work
10 related to a specific grant, capital improvement project, information systems technology project, or
11 other non-routine, substantial body of work, for a period greater than six months. In determining
12 whether a body of work is appropriate for a term-limited temporary position, the appointing authority
13 will consider the following:

14 **a. Grant-funded projects:** These positions will involve projects or activities that are
15 funded by special grants for a specific time or activity. These grants are not regularly available to or their
16 receipt predictable by the county.

17 **b. Information systems technology projects:** These positions will be needed to plan and
18 implement new information systems projects for the county. Term-limited temporary positions may not be
19 used for on-going maintenance of systems that have been implemented.

20 **c. Capital improvement projects:** These positions will involve the management of major
21 capital improvement projects. Term-limited temporary positions may not be used for on-going
22 management of buildings or facilities once they have been built.

23 **d. Miscellaneous projects:** Other significant and substantial bodies of work may be
24 appropriate for term-limited temporary positions. These bodies of work must be either non-routine
25 projects for the department, or related to the initiation or cessation of a county function, project, or
26 department.

27 **e. Seasonal positions:** These are positions with work for more than six consecutive
28 months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a

1 thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in which a
2 forty-hour work week is standard, that due to the nature of the work have predictable periods of inactivity
3 exceeding one month.

4 **f. *Temporary placement in regular positions:*** These are positions used to back fill
5 regular positions for six months or more due to a career service employee's absence such as extended
6 leave or assignment on any of the foregoing time-limited projects.

7 All appointments to term-limited temporary positions will be made by the appointing
8 authority in consultation with the director prior to the appointment of term-limited temporary
9 employees.

10 **Section 21.22 "*Nurse Practitioner Clinical Call*"** means using professional judgment and
11 expertise to advise other nursing staff on medical orders, medication management, and treatment
12 direction when other advanced health care providers are not available on site.

13 **Section 21.23 "*Working Days*"** for purposes of Article 6 Grievance Procedure shall be
14 defined as Monday through Friday excluding observed holidays.

15 **Section 21.24 "*Supervisor*"** shall be defined as an employee of the Department holding a
16 position outside this bargaining unit having authority, in the interest of an employer, that may include
17 the following duties: hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge
18 other employees, or to adjust their grievances, or to recommend effectively such action, if in
19 connection with the foregoing the exercise of such authority is not merely routine or clerical in nature
20 but calls for the consistent exercise of independent judgment, and shall not include any persons solely
21 by reason of their role as a "Charge Nurse".

22 **Section 21.25 "*Charge Nurse*"** shall be defined as a member of this bargaining unit who,
23 while continuing to perform the same duties as other employees in the unit, shall have limited
24 supervisory responsibility for directing the work of other employees in the unit. A Charge Nurse
25 shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.

26 **Section 21.26 "*Appointing Authority*"** means the county council, the executive, chief
27 officers of executive departments and administrative offices, or division managers having authority to
28 appoint or to remove persons from positions in the county service.

1 **Section 21.27 “Trial Service Period”** is referenced in Section 5.4(f), “Position Vacancies”,
2 and in Article 17, “Reduction in Force/Layoff/Rehires”, of the Contract. Trial Service Period is a
3 defined period of time up to three (3) months to six (6) months in duration. The purpose of a Trial
4 Service Period is to provide the nurse with the opportunity to acquire knowledge, training and skills
5 necessary to competently perform in a new position. The Trial Service Period may be shortened if
6 management and the nurse determine the nurse demonstrates sufficient competency. Management
7 may end the Trial Service Period if management objectively assesses that the nurse is not
8 demonstrating sufficient progress to be able to competently perform the duties of the new position
9 within a reasonable time period. Likewise, the nurse may end the Trial Service Period if he or she
10 concludes the new position is not an appropriate match.

11 If the nurse is serving the Trial Service Period pursuant to being in a layoff situation under
12 Article 17 and the nurse or management end the Trial Service Period for the reasons stated in the
13 foregoing paragraph, the nurse will be placed in layoff status and will be eligible for recall for two (2)
14 years following the date of layoff or reduction of hours (See Section 17.8). The time spent in the
15 Trial Service Period will not count against the two year period of recall rights.

16 If the nurse is serving the Trial Service Period due to a transfer from a general position to a
17 Jail Health Services position, or vice versa (See Section 5.4(f)), and the nurse or management end the
18 Trial Service Period for the reasons stated above, the nurse shall be moved back into his or her former
19 classification into any available vacancy for which he or she is qualified, which may be filled on a
20 temporary basis, pending the outcome of the Trial Service Period.

21 **ARTICLE 22: WORK STOPPAGES**

22 **Section 22.1 No Work Stoppages:** The Employer and the Association agree that the public
23 interest requires the efficient and uninterrupted performance of Department services and to this end
24 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life
25 of this Agreement, the Association or its members shall not cause or condone any work stoppage,
26 strike, slow down or other interference with Department functions by employees under this
27 Agreement, and should same occur, the Association agrees to take appropriate steps to end such
28 interference. Employees covered by this Agreement who engage in any of the foregoing actions shall

1 be subject to such disciplinary action as may be determined by the Employer; including but not
2 limited to the recovery of any financial losses suffered by the Employer.

3 **Section 22.2 Association's Responsibilities:** In the event, however, that there is a work
4 stoppage or any other interference with Department functions which is not authorized by the
5 Association, the Employer agrees that there shall be no liability on the part of the Association, its
6 officers or representatives; provided that in the event of such unauthorized action they first meet the
7 following conditions:

8 a. Within not more than six (6) hours after the occurrence of any such unauthorized
9 action, the Association shall publicly disavow the same by posting a notice on the bulletin boards
10 available in each Department work area, stating that such action is unauthorized by the Association.

11 b. The Association, its officers and representatives, will, in good faith, use every
12 reasonable effort to terminate such unauthorized action.

13 c. The Association shall not question the unqualified right of the Employer to
14 discipline or discharge employees engaging in or encouraging such action. It is understood that such
15 action on the part of the Employer shall be final and binding upon the Association and its members
16 and shall in no case be construed as a violation by the employer of any provisions in this Agreement.

1 **ARTICLE 23: TERM OF AGREEMENT**

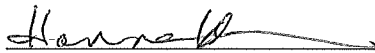
2 This Agreement shall become effective when enacted by Council through ordinance and shall
3 not be retroactively applied, unless a different effective date is specified, and covers the period of
4 January 1, 2020 through December 31, 2020. Written notice must be served by either party upon the
5 other party of its intent to terminate or modify this Agreement not less than sixty (60) days prior to
6 December 31, 2020.

7 **APPROVED** this _____ day of _____, 2020.

8
9
10 By: _____

11 King County Executive

12 WASHINGTON STATE NURSES ASSOCIATION:

13
14
15 
16 _____
17 Hanna Welander, BSN, RN, Nurse Representative

18 6/10/2020
19 _____
20 Date

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22
23 
24 _____
25 Lane Toensmeier, Labor Counsel, WSNA

26 6-5-20
27 _____
28 Date

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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION

The parties, King County (hereinafter the County) and Washington State Nurses Association (hereinafter the Association) agree that the collective bargaining agreement between the parties, covering nurses represented by the Association and employed by the Department of Public Health, Seattle and King County (covering the period of January 1, 2020 through December 31, 2020), shall be the agreement covering nurses represented by the Association and employed in the Department of Adult and Juvenile Detention, Juvenile Division. All of the terms and conditions of the Public Health agreement will apply to nurses in Adult and Juvenile Detention, except as set forth in this Memorandum of Agreement. It is understood and agreed that rates of pay for nurses employed in the Department of Adult and Juvenile Detention, Juvenile Division shall be those rates defined as the Registered Nurse-Juvenile rates as set forth in Addendum A of the Public Health Agreement. In those provisions of the Public Health agreement that do apply to Adult and Juvenile Detention nurses, the terms "Department" or "Health Department" shall be construed to also mean Department of Adult and Juvenile Detention, Juvenile Division.

PART A. EXCEPTIONS

The following provisions of the collective bargaining agreement in effect between the Association and the County covering employees in Public Health, Seattle and King County, do not apply to employees of the Department of Adult and Juvenile Detention, Juvenile Division.

ARTICLE 5: EMPLOYMENT PRACTICES

Section 5.4 *Position Vacancies*

1 **Section B.1.2.** The Association and management agree that flexible scheduling designed to
2 consider both agency and employee needs is in the best interest of both parties. Responsibility for
3 arranging, reporting and verifying hours worked is assigned as follows:

4 **a.** Operational requirements shall receive first consideration. The Master Work
5 Schedule is maintained by management. If operationally necessary, revisions to the Master Work
6 Schedule may be made on an annual basis. Employees may request to switch individual
7 slots/patterns within the Master Work Schedule upon mutual agreement between the impacted
8 employees and approved by management.

9 Nurses will have the option to trade days/shifts with one another within the work-week by
10 mutual agreement between the impacted employees and approved by management, provided the
11 request to trade days/shifts is made at least seven (7) days in advance of the shifts to be traded and the
12 following conditions are met:

- 13 **i.** The schedule change does not result in any daily or weekly overtime;
- 14 **ii.** The minimum number of work hours per pay cycle is met; and
- 15 **iii.** The schedule change is otherwise consistent with the terms of this Collective
16 Bargaining Agreement (unless mutually agreed to between the Union and the
17 Employer).

18 The Employer retains the right to adjust individual employee's slots/patterns if the changes
19 are to make reasonable accommodations as may be required under the Americans with Disabilities
20 Act or to provide a limited period of close supervision and additional training.

21 **b.** The work week, starting times, work schedules and locations of per diem personnel
22 shall be determined by management.

23 **c.** Management shall be responsible to insure adequate staffing to meet operational
24 requirements. Part-time nurses may have their scheduled third day of the week (per the DAJD
25 Master Work Schedule), which occurs every-other week, moved to another alternated day and/or shift
26 to cover a scheduled vacancy. The alternate day and/or shift shall be scheduled with a minimum of
27 30 days' notice and shall occur within the same workweek (for FLSA weekly overtime purposes) and
28 pay period in which that third day was originally scheduled.

1 Part-time nurses who are scheduled to work 10:00 AM – 6:00 PM may be moved to an
2 alternate day on either day shift or swing shift. Part-time nurses who work night shift may be moved
3 to an alternate day on night shift.

4 A nurse may request to decline an alternate shift day in writing if notice is provided at least
5 (5) days after being informed of the schedule adjust. Nurses may decline no more than (3) three
6 schedule adjusted days per year.

7 Nothing in this provision shall interfere with scheduling in accordance with the DAJD Master
8 Work Schedule, and as provided in Section B.1.2(a) above.

9 d. Regular full-time and part-time employees who apply for lateral transfers may be
10 considered prior to interviewing outside applicants.

11 e. **Holiday Staffing.** One RN will be authorized to work holiday shifts (as defined in
12 Article 9 of the Public Health Seattle and King County Staff Contract). If the scheduling of
13 overlapping RNs falls on a holiday, the two RNs may request to take the holiday or work the holiday.
14 If both RNs want to take the holiday, or both want to work the holiday, the decision will be made in
15 accordance with seniority.

16 **Section B.1.3.** In case of emergency, staff may be required upon short notice to work
17 different shifts, or hours, or days, for the period of emergency only.

18 **Section B.1.4. Overtime.** Except as otherwise provided in this article, employees shall be
19 paid at a rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in one day,
20 or forty (40) hours in a one week work period, exclusive of lunch period. Normally overtime work
21 shall require prior approval of the individual's supervisor, however, overtime work may be approved
22 after it is performed provided sufficient justification is made.

23 **Section B.1.5.** A minimum of two (2) hours at the overtime rate shall be allowed for each
24 call-out. Where such overtime exceeds two (2) hours, the actual hours worked shall be compensated
25 at overtime rates. Call-out shall be defined as that circumstance when an employee having completed
26 the assigned shift and departed the premises is requested by management to return to work. Time
27 actually spent at the work place shall be compensated in accordance with this section.

28 **Section B.1.6.** The provision of Section B.1.5 shall apply to meeting and training sessions

1 Addendum A) in the Department of Adult and Juvenile Detention, Juvenile Division (DAJD).

2 **Section B.2.2.** An employee designated for lay off within a specific classification may, on the
3 basis of total DAJD seniority, bump the least senior employee in any DAJD job classification
4 previously worked and included in Addendum A of the Public Health Agreement; provided:

5 a. That at least a six-month probation period was satisfactorily completed; and,

6 b. The demonstrated job performance in the former classification was at an acceptable
7 standard.

8 **Section B.2.3.** Employees laid off shall have re-employment rights to the same kind and level
9 of position held at the time of lay off if such a position becomes available in DAJD within two (2)
10 years from the date of lay off. In such cases, the seniority status accrued at the time of lay off shall
11 be reinstated when the employee returns to full-time employment with DAJD.

12 **Section B.2.4.** Employees eligible for leave benefits shall be paid for accrued vacation leave
13 to their date of separation up to the maximum accrual amount if they have successfully completed
14 their first six months of county service and are in good standing. Payment shall be the accrued
15 vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving county
16 employment less mandatory withholdings.

17 **Section B.2.5.** At least two weeks' notice shall be given employees to be laid off.

18 **Section B.2.6.** Pursuant to the provisions of R.C.W. Title 50, King County is a participating
19 employer in the regular state unemployment compensation program.

20 **Section B.2.7.** In the event there are two or more employees eligible for lay off within the
21 bargaining unit with the same classification title and seniority, the layoff shall be based upon review
22 of performance evaluations covering the most recent two (2) years of employment. Final decision in
23 such cases shall be made by the Director.

24 **Section B.2.8.** Employees may be eligible for placement in other King County positions as
25 provided in the Workforce Management Plan or other County policies.

26 **B.3. EMPLOYMENT PRACTICES**

27 **Section B.3.1. *Entry Probation.*** An individual who is newly employed in a regular position
28 shall be considered to be on "entry probation" for a period of six (6) months from the date of hire.

1 During this probationary period, an individual may be terminated without prior notice by the
2 department, and such discharge shall not be subject to the Grievance Procedure provided by the
3 Public Health collective bargaining agreement.

4 **Section B.3.2. Terminations.** Regular employees shall give a minimum of two weeks (14
5 days) notice in writing of intended termination of employment. Regular employees shall be given
6 two weeks' notice of layoff pursuant to Section B.2.5. of this Memorandum.

7 **Section B.3.3.** Openings in new and existing classifications covered by this agreement shall
8 be filled according to Personnel Guidelines.

9 **Section B.3.4.** All employees who have been authorized to use their own transportation on
10 County business shall be reimbursed at the rate established by the Internal Revenue Service.

11 **Section B.3.5.** Employees who unavoidably suffer a loss or damage to personal property
12 while on duty shall have same repaired or replaced at County expense. Reimbursement for
13 nonessential personal property shall not exceed one hundred and fifty dollars (\$150.00). Such claims
14 are to be processed by the County immediately upon receipt of the claim from the employee.

15 **Section B.3.6. Assignment to Orientation Duty** - If a staff nurse is assigned to conduct
16 orientation of new employees, they shall be paid an additional \$.50 per hour in addition to their
17 regular rate of pay for each hour assigned to orientation.

18 **Section B.3.7. Professional Meetings.** For purposes of this section, professional meetings
19 shall be defined as:

20 Short term conferences for professional growth and development of the individual nurses, as
21 related to their current duties and/or meetings and committee activities of the professional association
22 at the national, state or district level which are designed to develop and promote the programs of the
23 professional association in improving the quality and availability of nursing service and health care or
24 training as defined by American Medical Association standards and/or American Nursing
25 Association standards.

26 The Director of the Department of Adult and Juvenile Detention, Juvenile Division or
27 designee may grant up to five (5) days at the nurse's base salary or other higher wage rate as may be
28 required by the provisions of the Fair Labor Standards Action (FLSA), for the purpose of attending

1 professional meetings, as defined above, for regular full-time nurses and a pro-rated number of hours
2 to regular part-time nurses.

3 **Section B.3.8. Labor Management Committee/Local Conference Committee.** The
4 Department jointly with the elected representative of the employees covered by Addendum A of this
5 Agreement shall establish a Local Conference Committee at each work site to assist with mutual
6 problems regarding nursing personnel and client care, and for the purpose of discussing and
7 facilitating the resolution of all problems which may arise between the parties other than those for
8 which another procedure is provided by law or by other provisions of this Agreement. The function
9 of the committee shall be limited to an advisory rather than a decision-making capacity. Such
10 committee shall be on a permanent basis and meet as mutually agreed and operate according to
11 mutually agreed ground rules. The Committee shall consist of up to three representatives of
12 administration and up to three representatives of the employees (one of whom may be the Local Unit
13 Chairperson or his/her designee). The representatives may be rotated as needed depending on the
14 issues to be discussed. A local conference committee may refer subjects to the DAJD Joint Labor
15 Management Committee.

16
17 **PART C. WAGE INCREASES**

18 Nurses represented by the Association and employed in the Department of Adult and Juvenile
19 Detention, Juvenile Division shall receive the same general wage rate increases listed in Section 7.2.

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PART D. DURATION AND EFFECTIVE DATE

This Agreement shall become effective when enacted by Council and shall not be retroactively applied, unless a different effective date is specified, and covers the period of January 1, 2020 through December 31, 2020. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days prior to December 31, 2020.

APPROVED this _____ day of _____, 2020.

By: _____
King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

Hanna Welander _____ 6/10/2020
Hanna Welander, BSN, RN, Nurse Representative Date

Lane Toensmeier _____ 6-5-20
Lane Toensmeier, Labor Counsel, WSNA Date

cba Code: 310

ADDENDUM A
Washington State Nurses Association
Staff Nurses

Union Codes: R2, R2A

Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)

Wages Effective 1/1/2020 (+1.50%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$38.81	\$40.11	\$41.96	\$43.24	\$45.86	\$47.54	\$49.33	\$50.95	\$51.69	\$53.28	\$54.61
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$44.63	\$46.13	\$48.25	\$49.73	\$52.74	\$54.67	\$56.73	\$58.59	\$59.44	\$61.27	\$62.80
3313100	332101	Advanced Registered Nurse Practitioner	\$43.33	\$44.77	\$46.86	\$48.30	\$51.17	\$53.07	\$55.07	\$56.86	\$57.68	\$59.50	\$60.99
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$49.83	\$51.49	\$53.89	\$55.55	\$58.85	\$61.03	\$63.33	\$65.39	\$66.33	\$68.43	\$70.14
3311100	331202	Licensed Practical Nurse	\$22.96	\$23.54	\$24.15	\$24.68	\$25.36	\$26.15	\$26.60	\$27.32	\$27.98	\$28.64	\$29.37
3311110	331203	Licensed Practical Nurse - Jail	\$26.40	\$27.07	\$27.77	\$28.38	\$29.16	\$30.07	\$30.59	\$31.42	\$32.18	\$32.94	\$33.78
3308100	330802	Nurse Recruiter	\$38.81	\$40.11	\$41.96	\$43.24	\$45.86	\$47.54	\$49.33	\$50.95	\$51.69	\$53.28	\$54.61
3312200	331402	Public Health Nurse	\$35.05	\$36.31	\$37.59	\$39.53	\$40.83	\$42.48	\$44.13	\$44.87	\$45.58	\$46.73	\$47.89
3312210	331403	Public Health Nurse - Jail	\$40.31	\$41.76	\$43.23	\$45.46	\$46.95	\$48.85	\$50.75	\$51.60	\$52.42	\$53.74	\$55.07
3312220	331501	Public Health Nurse - Juvenile	\$40.31	\$41.76	\$43.23	\$45.46	\$46.95	\$48.85	\$50.75	\$51.60	\$52.42	\$53.74	\$55.07
3312100	331302	Registered Nurse	\$32.07	\$33.37	\$34.67	\$35.92	\$37.01	\$38.19	\$39.47	\$40.90	\$42.30	\$43.79	\$44.90
3312110	331303	Registered Nurse - Jail	\$36.88	\$38.38	\$39.87	\$41.31	\$42.56	\$43.92	\$45.39	\$47.04	\$48.65	\$50.36	\$51.64
3312120	331304	Registered Nurse - Juvenile	\$36.88	\$38.38	\$39.87	\$41.31	\$42.56	\$43.92	\$45.39	\$47.04	\$48.65	\$50.36	\$51.64

cba Code: 310

**ADDENDUM A
Washington State Nurses Association
Staff Nurses**

Union Codes: R2, R2A

Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)

Wages Effective 7/1/20 (+3.00% above 1/1/2019)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$39.39	\$40.71	\$42.58	\$43.88	\$46.54	\$48.25	\$50.06	\$51.71	\$52.46	\$54.06	\$55.41
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$45.30	\$46.82	\$48.97	\$50.46	\$53.52	\$55.49	\$57.57	\$59.47	\$60.33	\$62.17	\$63.72
3313100	332101	Advanced Registered Nurse Practitioner	\$43.97	\$45.43	\$47.56	\$49.02	\$51.92	\$53.86	\$55.89	\$57.70	\$58.53	\$60.38	\$61.89
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$50.57	\$52.24	\$54.69	\$56.37	\$59.71	\$61.94	\$64.27	\$66.36	\$67.31	\$69.44	\$71.17
3311100	331202	Licensed Practical Nurse	\$23.30	\$23.89	\$24.50	\$25.05	\$25.74	\$26.53	\$27.00	\$27.73	\$28.40	\$29.07	\$29.81
3311110	331203	Licensed Practical Nurse - Jail	\$26.80	\$27.47	\$28.18	\$28.81	\$29.60	\$30.51	\$31.05	\$31.89	\$32.66	\$33.43	\$34.28
3308100	330802	Nurse Recruiter	\$39.39	\$40.71	\$42.58	\$43.88	\$46.54	\$48.25	\$50.06	\$51.71	\$52.46	\$54.06	\$55.41
3312200	331402	Public Health Nurse	\$35.57	\$36.84	\$38.14	\$40.12	\$41.44	\$43.11	\$44.78	\$45.54	\$46.26	\$47.42	\$48.60
3312210	331403	Public Health Nurse - Jail	\$40.91	\$42.37	\$43.86	\$46.14	\$47.66	\$49.58	\$51.50	\$52.37	\$53.20	\$54.53	\$55.89
3312220	331501	Public Health Nurse - Juvenile	\$40.91	\$42.37	\$43.86	\$46.14	\$47.66	\$49.58	\$51.50	\$52.37	\$53.20	\$54.53	\$55.89
3312100	331302	Registered Nurse	\$32.55	\$33.87	\$35.18	\$36.45	\$37.55	\$38.76	\$40.06	\$41.51	\$42.92	\$44.43	\$45.57
3312110	331303	Registered Nurse - Jail	\$37.43	\$38.95	\$40.46	\$41.92	\$43.18	\$44.57	\$46.07	\$47.74	\$49.36	\$51.09	\$52.41
3312120	331304	Registered Nurse - Juvenile	\$37.43	\$38.95	\$40.46	\$41.92	\$43.18	\$44.57	\$46.07	\$47.74	\$49.36	\$51.09	\$52.41

ADDENDUM B
2020 CBA SUCCESSOR NEGOTIATION STIPULATIONS
WSNA Staff Unit Agreement

BACKGROUND

Seattle-King County Public Health is at the forefront of the evolving response to the COVID-19 pandemic in our community. King County nurses and nurse supervisors represented by the two WSNA bargaining units serve an integral and demanding role in advancing our COVID-19 response.

Given the extraordinary circumstances caused by the pandemic, the County and WSNA have agreed to a one (1) year collective bargaining agreement (CBA) extension with several agreed upon modifications and stipulations. The goals of the (1) year CBA are to provide an equity and market based general wage increase (GWI) for 2020 similar to the GWI provided to the Coalition of Unions, and to allow negotiation participants to focus on addressing COVID related emergency healthcare needs.

AGREEMENT

1. SUCCESSOR CBA NEGOTIATION IN 2020. The County and Union (“parties”) have reached a number of tentative agreements to restructure and streamline the WSNA Staff and Supervisor CBAs. The parties have reviewed the specific language in the tentative agreements (“TAs”) noted in TABLE 1 below. The parties confirm by this Agreement that the specific language in each TA recorded below is accurate, and that TABLE 1 represents a complete recording of TAs.

The parties agree to commence successor CBA negotiations on or around August 2020 subject to healthcare staffing needs arising from the COVID-19 pandemic as determined by the parties. The parties may delay the commencement of negotiations to a mutually agreed date should operational and staffing needs require it.

In addition, the parties agree successor negotiations will include additional stipulations, as follows:

1. The TAs identified in Table 1 will be applied without change to the final tentative agreement that the respective negotiating committees will present to the WSNA membership and the King County Council for ratification. Furthermore, the parties agree the TAs on these Articles will not be considered “open” and subject to further negotiation in 2020, unless the parties mutually agree a change is warranted.

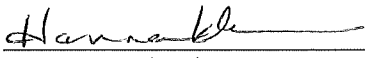
2. For the WSNA Staff Unit, the parties agree to prioritize completion of the Self-Scheduling Pilot in Jail Health Services first, and to establish a start date in 2020 for said pilot.

2. TENTATIVE AGREEMENTS. In Table 1, Articles listed as “CLOSED” are not subject to renegotiation for the successor to the 2020 CBA, and the parties agree no proposals to change “CLOSED” Articles will be included in the successor negotiations for the CBA expiring December 31, 2020, absent mutual agreement.

TABLE 1			
ARTICLES	STAFF	SUPERVISOR	OPEN / CLOSED
ARTICLE 1: PURPOSE	TA	TA	CLOSED
ARTICLE 2: NONDISCRIMINATION	TA	TA	CLOSED
ARTICLE 4: MANAGEMENT RIGHTS	TA	TA	CLOSED
ARTICLE 5: CONFERENCE COMMITTEES	TA	TA	CLOSED
ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS	OPEN	TA	OPEN/CLOSED
ARTICLE 20: DOMESTIC VIOLENCE	TA	TA	CLOSED
ARTICLE 24: MILITARY LEAVE	TA	TA	CLOSED
ARTICLE 28: SAFETY STANDARDS	TA	TA	CLOSED
ARTICLE 29: REDUCTION IN FORCE, LAYOFF, RECALL	TA	TA	CLOSED
ARTICLE 30: GRIEVANCE PROCEDURE	TA	TA	CLOSED
ARTICLE 31: WAIVER CLAUSE	TA	TA	CLOSED
ARTICLE 32: WORK STOPPAGES	TA	TA	CLOSED
ARTICLE 33: SAVINGS CLAUSE	TA	TA	CLOSED
ARTICLE 34: DEFINITIONS	TA	TA	CLOSED

3. ENTIRE AGREEMENT. This Agreement contains the full and entire understanding between the parties concerning the topic of 2020 CBA SUCCESSOR NEGOTIATION STIPULATIONS in conjunction with terms in the CBA expiring December 31, 2020.


For the Washington State Nurses Association, Staff Nurses:



Hanna Welander, BSN, RN, Nurse Representative

6/10/2020

Date



Lane Toensmeier, Labor Counsel, WSNA

6-5-20

Date

For King County:

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

Date

OE-81-9



ADDENDUM C

Memorandum of Agreement

By and Between

King County

and

Washington State Nurses Association

Representing Staff Nurses in

Seattle-King County Public Health and Department of

Adult and Juvenile Detention

02-81-9

Subject: Goat Hill Garage and King Street Center Parking Rates for Employees Using Personal Vehicles

King County and the Washington State Nurses Association, representing Supervisors and Managers in Seattle-King County Public Health, agree employees under the collective bargaining agreement effective January 1, 2017 through December 31, 2019, 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

For the Washington State Nurses Association, Staff Nurses:

Hanna Welander, BSN, RN, Nurse Representative

6/10/2020

Date

Lane Toensmeier, Labor Counsel, WSNA

6-5-20

Date

For King County:

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

Date

ADDENDUM D
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING STAFF NURSES IN
SEATTLE-KING COUNTY PUBLIC HEALTH
10-HOUR AND 12-HOUR SHIFTS
AT MALENG REGIONAL JUSTICE CENTER AND KING COUNTY
CORRECTIONAL FACILITY

King County (the “County”) and the Washington State Nurses Association (the “Association”) hereby enter into the following Alternative Schedule Agreement (Agreement) that is incorporated by reference into the current Collective Bargaining Agreement. This Agreement covers Staff Nurses employed at the Maleng Regional Justice Center and the King County Correctional Facility (KCCF) by the Department of Public Health, Seattle and King County (the “Department”). The essential elements of this Alternative Schedule Agreement are as follows.

Agreement Regarding Alternative Schedule Agreement and Shift Premium:

I. The Parties agree that 10-hour and 12-hour shift patterns pursuant to this Alternative Schedule Agreement at the RJC and KCCF are not compensable as “Alternative Shifts” under the collective bargaining agreement. Participants working 10-hour or 12-hour shifts are, however, eligible to receive the following evening or night shift premium:

Shift premium will be paid strictly within the boundaries of the following shifts with no extension of premium beyond these hours at MRJC:

- I.** Day shift - no premium earned for any hours worked between 0600 and 1400
- II.** Evening shift - Employees are eligible for evening premium for hours worked between 1400 and 2200
- III.** Night shift - Employees are eligible for night premium for hours worked between 2200 and 0600.

Shift premium will be paid strictly within the boundaries of the following shifts with no extension of premium beyond these hours at KCCF:

- I.** Day shift - no premium earned for any hours worked between 0615 and 1415.
- II.** Evening shift - Employees are eligible for evening premium for hours worked between 1415 and 2215.
- III.** Night shift - Employees are eligible for night premium for hours worked between 2215 and 0615.

Agreement Regarding Alternative Schedule Agreement Duration:

1. The Parties agree to meet and confer over issues that may arise during the Alternative Schedule Agreement.

2. The County may discontinue the Alternative Schedule Agreement for legitimate business reasons or in case of emergency.

Agreement Regarding Reporting Time Worked Based on Actual Hours:

Nursing staff working at the MRJC and KCCF will report their time and be paid for their time based on actual hours rather than projected hours beginning January 1, 2009.

Additional Provisions:

1. During the duration of this Alternative Schedule Agreement, including as it may be extended or regularly adopted, employees will not be permitted to switch days off or flex schedules as provided in Article 13.2.2 of the collective bargaining agreement. All patterns will remain fixed for the duration of this Agreement, subject to re-bid of patterns pursuant to Article 13.6.2, and as follows:

Temporary pattern changes will be allowed with the following restrictions:

a. Employees may temporarily switch patterns upon written agreement and management's approval.

b. Pattern changes will be for a minimum of two (2) months, unless otherwise authorized by the nurse's supervisor/manager.

c. Either employee may revoke this agreement at any time after the two-month period. Changes will occur at either the end of the workweek or pay period so as not to incur overtime.

d. In the event one of the employees vacates their pattern, the remaining partner reverts to his/her original pattern. The remaining pattern is put up for bid.

2. Employees will receive 8 hours of holiday compensation for each holiday identified in the collective bargaining agreement, and all remaining hours of a shift on a holiday must be accounted for by either working the hours, taking the hours as unpaid leave, or using accrued vacation leave to cover the additional hours.

3. Holiday definition: Jail Health Services staff, other than those scheduled to work Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at ten o'clock in the evening (10:00 p.m.) on the day preceding the calendar holiday and ending at ten o'clock in the evening (10:00 p.m.) on the day of the holiday.

4. Employees will receive 24 hours per year of bereavement leave, regardless of the length of the employee's shift.

5. Employees will receive 32 hours of Continuing Education Time regardless of the length of the employee's shift. All remaining hours of a shift for this time must be accounted for by taking the hours as unpaid leave, or using accrued vacation leave to cover the additional

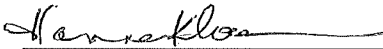
hours.

6. Employees are required to provide at least two hours' notice prior to being absent or late for a scheduled shift.


7. Weekend Premium: A weekend premium shall be paid for all regular hours of work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of work of employees, including part-time and temporary employees, regularly scheduled to work weekend hours. For purposes of this provision, weekend hours shall be the hours of 2200 on Friday through 2200 on Sunday.

8. Employees working alternative shifts will be paid for two 15-minute breaks and one 30-minute lunch break.


For the Washington State Nurses Association:



Hanna Welander, BSN, RN, Nurse Representative



6/10/2020
Date



Lane Toensmeier, Labor Counsel, WSNA

6-5-20
Date

For King County:

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

Date

ADDENDUM E

Memorandum of Agreement

By and Between

King County

and

Washington State Nurses Association

Representing Staff Nurses in

Seattle-King County Public Health and Department of

Adult and Juvenile Detention

02-51-9



Subject: 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 (DAJD) reserves the right to end meal service at its jail facilities when employees represented by the King County Corrections Guild no longer receive meal service pursuant to an agreement with the King County Corrections Guild. When a future date is identified that meal service will end, DAJD will provide available information to the Association at least ninety (90) days before implementation about the proposed upgrades to lunchroom facilities. The County and the Association will bargain over the upgrades upon request of the Association. When and if meal services are eliminated, the County will provide suitable microwaves, refrigerators, and vending machines with healthy meals.

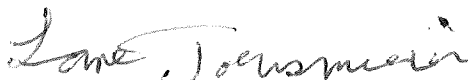
For the Washington State Nurses Association:



Hanna Welander, BSN, RN, Nurse Representative

6/10/2020

Date



Lane Toensmeier, Labor Counsel, WSNA

6-5-20

Date

For King County:

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

Date

ADDENDUM F
Memorandum of Agreement
By and Between
King County
and
Washington State Nurses Association
Representing Staff Nurses in
Seattle-King County Public Health and
Department of Adult and Juvenile Detention, Juvenile Detention

Subject: WSNA Bargaining Unit FLSA Workweek Transition Agreement

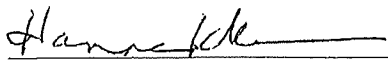
Background

Currently, employees in the Washington State Nurses Association (the Association) bargaining unit representing Staff Nurses are primarily on a non-standard FLSA workweek for the County: beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday. This workweek creates administrative issues because it does not line up with the County standard FLSA workweek that most other Public Health employees are on nor does it correspond to the County biweekly payroll cycle. To improve paycheck readability and to improve scheduling of bargaining unit employees that work on teams with other Public Health employees, the parties have agreed to a phased FLSA workweek transition to the County standard workweek: [i.e., beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday]

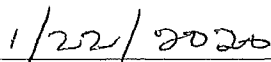
Agreement

The County will initiate a phased transition to the standard County FLSA workweek [i.e., beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday] by individual division groups in the bargaining unit (e.g., Community Health Services, Prevention) upon notice to the Association and to impacted employees. The notice shall contain the number of employees impacted by the transition in FLSA workweek, the division(s) involved, the date(s) of the FLSA workweek transition, and pertinent information related to the new FLSA workweek. Employees will not incur a loss of pay as result of the transition to the new FLSA workweek. This Agreement shall become effective immediately upon signature of the parties below.

For the Washington State Nurses Association:

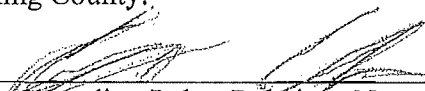


Hanna Welander, Union Representative

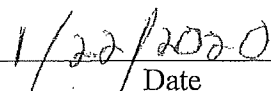


Date

For King County:



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



Date