



King County

Metropolitan King County Council Law, Justice, Health, and Human Services Committee

STAFF REPORT

Agenda Item No.:	6	Date:	30 April 2013
Proposed No.:	2013-0164	Prepared by:	Nick Wagner

SUBJECT

An ordinance approving a collective bargaining agreement with the Washington State Nurses Association covering about 280 nursing staff in the Departments of Public Health and Adult and Juvenile Detention.

Companion legislation—Proposed Ordinance 2013-0163 (which has been referred to the Budget and Fiscal Management Committee and is expected to be considered at the May 7 meeting of the committee)—requests a supplemental appropriation of \$286,770 to cover the 2013 costs of the CBA to Jail Health Services.¹

SUMMARY

Proposed Ordinance 2013-0164 (Att. 1) would approve a collective bargaining agreement (CBA) between King County and the Washington State Nurses Association. The CBA (Att. 1-A) covers about 280 nursing staff in the Departments of Public Health (DPH) and Adult and Juvenile Detention (DAJD).

1. Term of the CBA

The CBA covers the two-year period from 1 January 2013 through 31 December 2014. (CBA Article 23: Att. 1-A, p. 60)

2. The Bargaining Unit

As described in the Executive's transmittal letter (Att. 4), the employees in this bargaining unit provide nursing services:

- through the county's public health centers, direct service clinics, and correctional facilities; and

¹ According to executive budget staff: "The standard COLA for this bargaining unit was held in the General Fund salary and wage reserve. The practice for General Fund agencies over the past few years has been to reserve anticipated COLA in the GF reserve for any contracts that were not yet settled at the time the Executive Proposed Budget was sent to Council. If a supplemental appropriation is needed when the labor agreement is settled and the contract sent to Council, we would then request the appropriation to the agency operating budget from the GF salary and wage reserve."

- directly to county residents through a variety of health and wellness programs, often with a focus on low-income and vulnerable groups in the community.²

CHANGED CONTRACT PROVISIONS

The most notable changes in the proposed new CBA are described below.

1. COLAs for 2013 and 2014

Sections 7.2.1 and 7.2.2 of the CBA (Att. 1-A, p.16) provide that this bargaining unit will receive the same COLAs for 2013 and 2014 that the vast majority of the County's represented employees have agreed to:

Year	COLA Formula	COLA³
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.00%

2. No changes in base pay rates or pay premiums

The new CBA includes no changes in the base pay rates or pay premiums for any of the employees in the bargaining unit.

3. Inclusion of premium pay in overtime pay calculation

Section 13.3.2 (Att. 1-A, pp. 36-37) and several other sections of the CBA have been revised to make clear that the basis upon which overtime pay is calculated includes premium pay, where applicable.⁴ In other words, premium pay is to be added to the regular pay rate before the overtime pay rate (time-and-a-half) is calculated. This is not a change, but rather a clarification of existing practice. To the extent that this applies to overtime based on working more than 40 hours in a week, the inclusion of premium pay in the overtime calculation is required under the federal Fair Labor Standards Act.

4. Clarification of entitlement to daily overtime

Section 13.3.2 (Att. 1-A, pp. 36-37) also provides that an employee who does not work all of his or her regularly scheduled shifts for the week will not be paid daily overtime for hours worked in excess of his or her regular eight, 10, or 12 hour shift, unless the absence is authorized along with the overtime or had been authorized earlier. For example, an employee who worked four

² For example, [the Seattle Times recently](#) featured the county's Nurse-Family Partnership Program (NFP), which helps young, low-income, first-time parents through pregnancy, birth, and the early stages of their baby's development. This results in long-term savings related to health care, welfare, and the criminal justice system. ("First time, low-income mothers get help from successful Nurse-Family Partnership," The Seattle Times, January 22, 2013, p. B1)

³ The COLA percentages are based on the Fiscal Note (Att. 5). The percentage listed for 2014 is based on a projection by the County's Office of Economic and Financial Analysis.

⁴ The following types of premium pay are provided for in the CBA: longevity, weekend, shift differential, charge nurse, Jail Health Services assignment, out-of-class, preceptor, holiday, bilingual, and callback.

hours more than his or her regular shift on Tuesday and then called in sick on Wednesday would not qualify for daily overtime pay for the four additional hours worked on Tuesday.

5. Personnel file materials

Section 5.7 of the previous CBA (Att. 1-A, p. 9) required materials related to corrective counseling to be removed from an employee's file at the employee's request after 12 months unless additional misconduct occurred during the 12-month period. In the new CBA, that requirement has been eliminated.

6. Management right to transfer employees

Section 5.6 of the CBA (Att. 1-A, p. 9) acknowledges management's right to "transfer an employee as part of a disciplinary action subject to the just cause provision of this Contract or to address issues of employee safety and security (e.g., pending investigation or mitigation of a hostile work environment)."

7. New Trial Service Period in reduction-in-force process

Section 17.3 (Att. 1-A, pp. 47-48) already required an employee to be "qualified" for a position into which he or she wished to transfer or bump as a result of a reduction in force.⁵ In the new CBA, Section 17.3 includes a new requirement that the employee serve a "Trial Service Period" of up to six months if the new position is in a different division or program. Section 17.7 (Att. 1-A, p. 50) includes the same requirement if the new position is in a different classification.

As provided in new Section 21.27 (Att. 1-A, pp. 57-58), "The purpose of a Trial Service Period is to provide the nurse with the opportunity to acquire knowledge, training and skills necessary to competently perform in a new position." The Trial Service Period will result in removal of the nurse from the new position if either "management objectively assesses that the nurse is not demonstrating sufficient progress to be able to competently perform the duties of the new position within a reasonable time period" or the nurse "concludes the new position is not an appropriate match."

Section 17.6 (Att. 1-A, p. 50) provides that the Chief of Nursing Services will determine whether an employee subject to layoff is "qualified" for a position into which he or she wishes to transfer or bump. That decision is appealable to the division director, whose decision is final (i.e., it is not grievable).

8. Scheduling of nurses in DAJD Juvenile Division

New language in Section B.1.2(c) of an MOA with employees in the DAJD Juvenile Division (Att. 1-A, pp. 63-64) gives management greater flexibility in scheduling the shifts of part-time nurses.

FISCAL IMPACT

The fiscal impact of the CBA, which consists entirely of COLAs, is described in the Fiscal Note (Att. 5) and is summarized in the table below.

⁵ Section 17.1(d) (Att. 1-A, p. 46) defines "qualified" to mean "the employee possesses the required knowledge, skills and abilities to competently perform the duties of a position, including required licenses and/or certifications, and would be eligible to be appointed to the position as a new hire."

	2013	2014
Increase over previous year	\$798,923	\$533,081
Cumulative increase over 2012	\$798,923	\$1,332,004

CONSISTENCY WITH LABOR POLICIES

The proposed CBA appears to be consistent with the County's labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.
(Att. 4: Transmittal letter)

INVITED

Alex Golan, Labor Negotiator, Office of Labor Relations
Linda Machia, Labor Negotiator, Washington State Nurses Association

ATTACHMENTS

1. Proposed Ordinance 2013-0164
 - Att. A (Collective Bargaining Agreement)
 - MOA re. employees in DAJD, Juvenile Division
 - Ex. A: MOA re. 10-hour and 12-hour shifts at MRJC
 - MOU re. use of agency/contract nurses
 - LOA re. CHS alternative work schedule meetings
 - Att. B (Addendum A: Wages)
 - Att. C (Addendum B: MOA re. Transition to PeopleSoft Biweekly Actual Hours Pay)
 - Att. D (Addendum C: MOA re. HRA VEBA)
2. Checklist and Summary of Changes
3. Contract Summary
4. Transmittal letter
5. Fiscal Note



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

April 2, 2013

Ordinance

Proposed No. 2013-0164.1

Sponsors

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Washington State Nurses Association (Staff
4 Nurses) representing employees in the departments of
5 public health and adult and juvenile detention; and
6 establishing the effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and Washington State Nurses Association (Staff Nurses) representing
10 employees in the departments of public health and adult and juvenile detention and
11 attached hereto is hereby approved and adopted by this reference made a part hereof.

12 SECTION 2. Terms and conditions of said agreement shall be effective from
13 January 1, 2013, through and including December 31, 2014.

14

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and Washington State Nurses Association, B. Addendum A Washington State Nurses Association, C. Addendum B Memorandum of Agreement By and Between King County and Washington State Nurses Association, D. Addendum C Memorandum of Agreement HRA VEBA Regarding Health Benefits for 2010 and Beyond

**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 Employer hereby recognizes the Association as the
10 exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW, of all
11 employees employed within the Department as defined by the classifications listed in Addendum A
12 to this Agreement. This shall include all full-time regular, part-time regular, probationary, term
13 limited temporary, part-time and temporary employees as these terms are defined in Article 21.
14 Should the Employer create a new non-management classification that requires an RN or LPN
15 license, the Employer will notify the Association for the purposes of negotiating an appropriate wage
16 rate.

17 **Section 3.2 Non-Discrimination:** The Employer agrees that the Association has the right to
18 encourage all employees in the bargaining unit to become and remain members in good standing of
19 the Association, and the Association accepts its responsibility to fairly represent all employees in the
20 bargaining unit regardless of membership status. Neither party shall discriminate against any
21 employee or applicant for employment on account of membership in or non-membership in any
22 association or other employee organization.

23 **Section 3.2.1 Association Activity:** No employee shall be discriminated against for any
24 lawful Association activity.

25 **Section 3.3 Payroll Deduction:** The Employer agrees to deduct from the pay check of each
26 employee who has so authorized it, the regular monthly dues uniformly required of members of the
27 Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the
28 employees involved by the tenth of the month following the payroll deduction date. Authorization by

1 the employee shall be on a form approved by the parties hereto and may be revoked by the employee
2 upon request. The performance of this function is recognized as a service to the Association by the
3 Employer. The Association will indemnify, defend and hold the County harmless against any claims
4 made and against any suit instituted against the County on account of any check-off of dues for the
5 Association. The Association agrees to refund to the County any amounts paid to it in error on
6 account of the check-off provision upon presentation of proper evidence thereof.

7 **Section 3.4 Association Membership:** It shall be a condition of employment that all nurses
8 working under this Agreement on its effective date who are members of the Association and all
9 nurses who become members of the Association during their employment by the Employer shall
10 remain members in good standing for the life of the Agreement. All nurses who are not members and
11 all new nurses hired on or after the effective date of this Agreement may not be required to join the
12 Association as a condition of employment but within thirty-one (31) days from the effective date of
13 this Agreement or the date of hire shall, as a condition of employment, pay to the Association an
14 amount of money equivalent to the regular Association dues or pay an agency fee to the Association
15 for their representation to the extent permitted by law. The requirement to join the Association and
16 remain a member in good standing shall be satisfied by the payment of regular dues or agency fees
17 uniformly applied to other members of the Association for the class of membership appropriate to
18 employment in the bargaining unit. The Association shall notify the Employer in writing of the
19 failure of any nurse to become or remain a member in good standing in violation of this Article. No
20 request for termination shall be made by the Association until at least fourteen (14) days after the
21 sending of the aforementioned notice.

22 **Section 3.5 Discharge for Failure to Meet Association Membership Requirements:** Failure
23 by an employee to abide by Section 3.4 shall constitute cause for discharge of such employee;
24 provided that when an employee fails to fulfill the above obligation, the Association shall provide the
25 employee and the Employer with thirty (30) days written notification of the Association's intent to
26 initiate discharge action, and during this period the employee may make restitution in the amount
27 which is overdue.

28 If the employee has not fulfilled the above obligation by the end of the Association's thirty

1 (30) calendar day discharge notification period, the Association will thereafter notify the King
2 County Director of the Human Resources Division (HRD) in writing, with a copy to the Department
3 Director, Public Health Human Administrative Services, County Labor Relations Director, and the
4 employee, of such employee's failure to abide by Article 3 as applicable. In this notice the
5 Association will specifically request discharge of the employee for failure to abide by the terms of the
6 Agreement between the Employer and the Association.

7 **Section 3.6 Religious Exemptions:** Employees who can substantiate in accordance with case
8 law bona fide religious tenets or beliefs or tenets that prohibit the payment of dues or initiation fees to
9 union organizations shall contribute an amount equivalent to regular Association dues and initiation
10 fees to a non-religious charity or another charitable organization mutually agreed upon by the
11 employee affected and the bargaining representative to which such employee would otherwise pay
12 the regular monthly dues and initiation fee. The employee shall provide the Association with a
13 receipt as proof of payment to the non-religious charity.

14 **Section 3.7 Visitation:** A Representative of Washington State Nurses Association may, after
15 notifying the Department Official in charge who is outside of the bargaining unit, visit the work
16 location of employees covered by this Agreement at any reasonable time for the purpose of
17 investigating grievances. Such Representative shall limit his/her activities during such investigation
18 to matters relating to this Agreement. Department work hours shall not be used by employees or the
19 Representative of Washington State Nurses Association for the conduct of Association business or
20 the promotion of Association affairs.

21 **Section 3.8 Bargaining Unit Roster:** Semi-Annually, in the months of April and October,
22 Public Health Payroll will provide to the Association a complete list of employees covered by this
23 Agreement. The list will include the name, address, telephone, status, job title and date of hire for
24 present job classification for each employee. In addition, the Employer will provide a monthly roster
25 of terminations, to include dates of termination and a roster of new hires including FTE's for new
26 hires.

27 **Section 3.9 Orientation:** The local unit chairperson or designee will be afforded an
28 opportunity during the department's orientation of newly hired nurses covered by this Agreement to

1 provide information on the Association and the contract.

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 The Association acknowledges the right of the County to define and implement a new payroll
12 system, including but not limited to a biweekly payroll system. Implementation of such system may
13 include a conversion of wages and leave benefits into hourly amounts. The parties recognize King
14 County's exclusive right to make the changes necessary to implement such payroll system. The
15 County will inform the Association thirty (30) days prior to implementation of a new payroll system
16 and agrees to negotiate the conditions of the change if requested.

17 **ARTICLE 5: EMPLOYMENT PRACTICES**

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

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

- 6 a. Oral reprimand
- 7 b. Written reprimand
- 8 c. Suspension
- 9 d. Demotion
- 10 e. Dismissal

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

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

26 The performance evaluation system to be used by the Department will be presented to the
27 Nursing Practice Committee (as defined in Article 15) for review and comment prior to adoption.

28 The direct supervisor will prepare the evaluation and present it to the affected employee at an

1 evaluation conference which must be conducted by the person writing the evaluation. The evaluatee
2 has the responsibility to participate in the evaluation conference and to improve work performance in
3 any area where performance deficiencies are found to exist.

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

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

11 **Section 5.3.a Performance Improvement Plan (PIP):** The employer may propose a PIP in
12 accordance with this section. A PIP is defined as a written plan of limited duration created by
13 management for the purpose of identifying areas of improvement expected of an employee. Such
14 plan shall contain a description of specific deficiencies in performance and specific steps the
15 employee may take to improve performance. A PIP shall identify available assistance, such as
16 classes or training, in achieving improvement, and shall contain a schedule of regular meetings with
17 appropriate supervisors to monitor progress. A PIP shall have a clear and established end date.

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

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

- 1 a. Announce all position vacancies with stated minimum qualifications on the
2 Department website (www.kingcounty.gov/health).
- 3 b. Interview screened applicants meeting minimum qualifications from within the
4 bargaining unit.
- 5 c. Give preference to filling any such open position to applicants from within the
6 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
7 equal based upon relevant criteria.
- 8 d. Make selections for promotional positions in accordance with appropriate
9 personnel regulations and ordinances.
- 10 e. When a transfer is approved by the hiring authority, the employee will be given a
11 specified effective date of the transfer.
- 12 f. An employee who applies for and receives a lateral transfer will not be required to
13 serve another probationary period. However, at the time of acceptance of the transfer, the nurse may
14 request the Department to consider, or the Department may impose a trial service period of up to
15 three (3) months (six (6) months for nurses who transfer from a general to a Jail Health Services
16 (JHS) assignment or vice versa). A nurse who does not successfully complete the trial service period
17 shall be moved back into the nurse's former classification into any available vacancy for which he or
18 she is qualified which may be filled on a temporary basis, pending the outcome of the nurse's trial
19 service period (See section 21.27, Definition of Trial Service Period). A lateral transfer is defined as
20 the movement of an employee in the bargaining unit to another position within the same classification
21 within the bargaining unit. A nurse who is promoted shall serve a six (6) month probationary period.
22 A promoted nurse who does not successfully complete the probationary period shall be reverted to
23 his/her former classification and placed in any available vacancy for which he/she is qualified. If
24 there are no available vacancies, the nurse may participate in the County's Career Service Support
25 Program and shall be placed on the Public Health Reversion Register for a period of two years to be
26 reverted to the first available vacancy for which he/she is qualified. If two or more employees on the
27 Recall List compete for the same position, seniority as defined in 17.1(a), shall be the deciding factor.
28 Provided a promoted nurse may not challenge the employer's decision to revert him/her to his/her

1 former classification, this section shall not prevent a promoted nurse from utilizing the grievance
2 procedure to challenge the interpretation or application of this section.

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

8 **Section 5.6 *Transfers:*** When the Department intends to transfer a position or employee
9 from one sector or site to another, the Department will first seek a volunteer for transfer. If there is
10 no volunteer, the Department will transfer the least senior, appropriately qualified employee in the
11 job classification. The Department may transfer an employee as part of a disciplinary action subject
12 to the just cause provision of this Contract or to address issues of employee safety and security (e.g.,
13 pending investigation or mitigation of a hostile work environment). Such transfers will be made by
14 the Division Manager with notice to the Association.

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

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

27 **Section 5.8 *Staffing:*** The Employer recognizes that implementing a joint labor/management
28 partnership for consideration and review of staffing issues produces a better work environment that

1 ensures that patients and clients receive quality care and that there is recruitment and retention of
2 LPNs, RNs, PHNs, APNSs, Nurse Recruiters, and ARNPs. Upon request of either party, staffing
3 issues may become a standing agenda item at Local Conference Committees and/or Labor-
4 Management Committees. The Employer will inform the Association through the Conference
5 Committees if changes in the general staffing plan for nursing are considered. Such changes will be
6 thoroughly discussed and any changes to the general staffing plan shall maintain community
7 standards of care.

8 **Section 5.8.1 Joint Labor/Management Staffing Partnership:** The County will make its
9 staffing plans available for each work site. The County and the Association will utilize Joint
10 Labor/Management Committees to develop a process for the purpose of identifying measures that can
11 be used to inform staffing decisions. Similar measures will be identified that will be utilized to
12 understand patient outcomes and the impact of staffing levels on patient outcomes.

13 **Section 5.9 Productivity:** This section applies to all nurses. Reasonable productivity
14 standards shall be based on actual work days less average sick/vacation leave, meetings, training, and
15 continuing education. Individual productivity standards will be adjusted in the event that staff are on
16 approved leave of absence or extensive bargaining unit work, such as contract negotiations. No nurse
17 shall be subject to discipline without just cause for failing to meet productivity standards.
18 Productivity expectations may be addressed in Local Conference Committees and the Executive
19 Conference Committee.

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

24 **ARTICLE 6: GRIEVANCE PROCEDURE**

25 Management recognizes the importance and desirability of settling grievances promptly and
26 fairly in the interest of continued good employee relations and morale and to this end the following
27 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
28 possible level of supervision. The employee and the immediate supervisor are encouraged to make

1 every attempt to appropriately resolve issues of concern between themselves in a timely manner prior
2 to filing a formal grievance. Upon timely request by an Association representative to the
3 Department's Human Resources Section, the time period for initial filing of a grievance may be
4 extended for a mutually agreed time, to allow for efforts to resolve a potential grievance. Employees
5 will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

6 A grievance concerning the discipline or discharge of a career service non-probationary
7 employee may be presented through this grievance procedure; provided, however, an employee
8 covered by this Agreement must, upon initiating objections relating to disciplinary action, use either
9 the contract grievance procedure contained herein (with the Association processing the grievance) or
10 pertinent procedures regarding disciplinary appeals under the applicable personnel systems, such as
11 the County Personnel Board. Under no circumstances may an employee use both the contract
12 grievance procedure and a personnel system appeal, including the Personnel Board, relative to the
13 same disciplinary action. A grievance normally will be filed at Step 1; however, the Association and
14 the Department may agree to initiate the grievance procedure at any step. A grievance concerning
15 suspension or discharge for cause will normally be filed at Step 3 of this procedure.

16 Probationary, term-limited, part-time and temporary employees shall not have the right to
17 pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise
18 provided in Section 6.2. Term-limited temporary, part-time, and temporary employees who have
19 been employed by the Department for at least one year (24 full pay periods) and have worked at least
20 1,040 hours may grieve written disciplinary actions through Step 3 of this contractual grievance
21 procedure.

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

25 **Section 6.2 Process:** At any step in the process, the parties may agree to select a neutral
26 third party to serve as mediator. If mediation is attempted after Step 4 and is not successful,
27 arbitration may be requested as provided below, within thirty (30) days after the mediator or one of
28 the parties declares impasse. Nothing said or done by the parties or the mediator during the grievance

1 mediation session(s) can be used against them during the arbitration proceedings.

2 **Step 1. Supervisor:** A grievance shall be presented in writing by the aggrieved
3 employee (and his/her selected representative if the employee wishes) within ten (10) working days
4 of the occurrence, or the date the employee should have known of the occurrence, of such grievance
5 to the employee's immediate supervisor. The written grievance shall state the act or omission which
6 is the basis for the grievance, the date of such act or omission, the Article and Section of this
7 Agreement the employee believes was violated or misapplied, and the remedy requested. The
8 immediate supervisor shall meet with the employee (and designated Association representative) if the
9 employee so requests. If the employee requests a meeting, the immediate supervisor will contact the
10 employee (and Local Unit representative if requested by the employee) within ten (10) working days
11 of receipt of the written grievance, to schedule the meeting. Whenever possible, grievance meetings
12 will be held during the employee's regular working hours. Every effort will be made to schedule this
13 meeting to occur within twenty (20) working days of the receipt of the written grievance by the
14 immediate supervisor. The supervisor may issue a decision based upon the information available at
15 the time if the nurse is unable to attend a meeting in person within a reasonable period of time (60
16 days), except for extraordinary circumstances (e.g., where a nurse has a medically verifiable injury or
17 illness). The supervisor shall notify the employee in writing of his/her decision within ten (10)
18 working days after the meeting or after receipt of the grievance, if there is no meeting requested by
19 the nurse. If a grievance is not pursued to the next level within ten (10) working days following
20 receipt of the written response from the immediate supervisor, it shall be presumed resolved.

21 **Step 2. Division Manager/Jail Health Services (JHS) Section Manager:** If the
22 grievance has not been satisfactorily resolved by the response from the immediate supervisor, the
23 employee and his/her representative shall then present the grievance to the Division Manager/JHS
24 Section Manager with a copy to the Department's Human Resources Section. The written grievance
25 shall include the Step 1 grievance statement and the immediate supervisor's response. The Division
26 Manager/JHS Section Manager or designee shall meet with the employee if the employee so requests.
27 If the employee requests a meeting, the Division Manager/JHS Section Manager or designee will
28 contact the employee (and Association representative if appropriate) within ten (10) working days of

1 receipt of the written grievance, to schedule the meeting. Every effort will be made to schedule this
2 meeting within twenty (20) working days of the receipt of the written grievance by the Division
3 Manager/JHS Administrator. Whenever possible, grievance meetings will be held during the
4 employee's regular working hours. The Division Manager/JHS Section Manager or designee, shall
5 make a written decision available to the aggrieved employee with a copy mailed to the Association
6 within ten (10) working days after the meeting (or after receipt of the grievance, if there is no
7 meeting). If the grievance is not pursued to the next higher level within ten (10) working days from
8 the Association's receipt of the Division Manager's/JHS Section Manager's written decision, it shall
9 be presumed resolved.

10 **Step 3. Department Director:** If after receiving the Division Manager's/JHS
11 Administrator's written decision to the grievance and the grievance has not been satisfactorily
12 resolved, the employee and his/her representative shall then present the grievance to the Department
13 Director. The Step 3 grievance shall include a copy of the initial grievance statement, previous
14 responses to the grievance, and a statement explaining what aspects of the initial grievance are not
15 satisfactorily resolved. The Department Director or designee shall meet with the employee if the
16 employee so requests. If the employee requests a meeting, the Department Director or designee will
17 contact the employee (and Association representative if appropriate) within ten (10) working days of
18 receipt of the written grievance, to schedule the meeting. Every effort will be made to schedule this
19 meeting within twenty (20) working days of the receipt of the written grievance by the Department
20 Director. Whenever possible, grievance meetings will be held during the employee's regular working
21 hours. The Department Director or designee, after investigation, shall make a written decision
22 available to the aggrieved employee with a copy mailed to the Association within ten (10) working
23 days after receipt of the Step 3 grievance. If the grievance is not pursued to the next higher level
24 within ten (10) working days from the Association's receipt of the Department Director's or
25 designee's written decision, it shall be presumed resolved.

26 **Step 3.1 Grievances of Disciplinary Action:** Grievances over suspension, demotion,
27 or discharge for cause shall be filed at Step 3 within ten (10) working days of the written notification
28 to the employee, or the effective date of the disciplinary action, whichever occurs later. The

1 Department Director or designee shall process disciplinary grievances and Association grievances
2 according to the same procedures for meeting and response, as set forth for Step 1 and Step 2
3 grievances.

4 **Step 4. Labor Relations Director:** If after receiving the written decision of the
5 Department Director or designee and the grievance has not been resolved to the satisfaction of the
6 employee, the grievance may be presented to the King County Labor Relations Director or his/her
7 designee for review. The Labor Relations Director or designee shall contact the Association
8 representative within ten (10) working days to schedule a meeting for the purpose of resolving the
9 grievance. Every effort will be made to schedule this meeting to occur within twenty (20) working
10 days of the receipt of the written grievance by the Labor Relations Director. Whenever possible,
11 grievance meetings will be held during the employee's regular working hours. The Labor Relations
12 Director or designee shall issue a written response within ten (10) working days following the
13 meeting. If the Manager or designee fails to so issue, the Association may proceed to Step 5 of this
14 grievance procedure.

15 **Step 5. Arbitration:** Should the decision of the Labor Relations Director or his/her
16 designee not resolve the grievance to the satisfaction of the Association or the Employer, either the
17 Association or the Employer may request arbitration within thirty (30) days of receipt of the Step
18 decision. The request for arbitration must specify:

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

24 Should arbitration be chosen, the Association and the Labor Relations Director or his/her
25 designee shall then select a third disinterested party to serve as an arbitrator. In the event that the
26 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
27 seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The
28 arbitrator will be selected from the list by both the County representative and the Association, each

1 alternately striking a name from the list until only one remains. The arbitrator shall be asked to
2 render a decision promptly and the decision of the arbitrator shall be final and binding on both
3 parties.

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

6 a. The arbitrator shall have no power to render a decision that will add to,
7 subtract from, or alter, change, or modify the terms of this Agreement, and the arbitrators' power
8 shall be limited to interpretation or application of the express terms of this Agreement, and all other
9 matters shall be excluded from arbitration.

10 b. No matter may be arbitrated which the Employer by law, has no authority
11 over, has no authority to change, or has been delegated to any civil service commission or personnel
12 board, as defined in the Revised Code of Washington, Chapter 41.56.

13 c. The cost of the arbitrator shall be borne equally by the County and the
14 Association, and each party shall bear the cost of presenting its own case.

15 d. The parties agree to abide by the award made in connection with any
16 arbitrable difference.

17 e. Each party shall bear the cost of any witnesses appearing on that party's
18 behalf.

19 f. Regardless of the outcome of the arbitration, each party shall be responsible
20 for the cost of its own legal representation.

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

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

5 **Section 6.5 Association Grievances:** A contract grievance in the interest of two or more
6 employees in the bargaining unit shall be reduced to writing by the Association and may be
7 introduced at Step 3 of the contract grievance procedure to the Director of Public Health and be
8 processed within the time limits set forth herein.

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

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

13 **Section 7.2 Wage Rates:**

14 **Section 7.2.1 2013 Wage Increases:** Effective January 1, 2013, the rates of pay shall be
15 increased by a Cost-of-Living Allowance (COLA). The COLA is equal to 95% of the annual average
16 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban
17 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the Current year).
18 The minimum increase (floor) will be zero (0) percent and there will be no limit on the maximum
19 increase (ceiling). For 2013, the COLA is 3.09%. The rates of pay for 2013 shall be as set forth in
20 Addendum A, Base Rates of Pay.

21 **Section 7.2.2 2014 Wage Increases:** Effective January 1, 2014, the rates of pay shall be
22 increased by a Cost-of-Living Allowance (COLA). The COLA is equal to 95% of the annual average
23 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban
24 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the Current year).
25 The minimum increase (floor) will be zero (0) percent and there will be no limit on the maximum
26 increase (ceiling).

27 **Section 7.2.3 Step Increases:** Annually on January 1, non-probationary regular and term-
28 limited temporary employees who are not at the top step will advance to the next higher step on the

1 salary range. After enactment of this Agreement, temporary employees will be given step increases
2 in accordance with the progression rate established in this Agreement on the employee's anniversary
3 date.

4 **Section 7.2.4 Probation and Step Increases:** Appointment as a career service employee is
5 accomplished only after the employee successfully completes a probationary period of six (6)
6 months. The Department may extend a nurse's probationary period for up to an additional six (6)
7 months, provided that notice of the extension is provided to the employee and the Association prior to
8 the expiration of the first six (6) month period. A probationary employee, regardless of which step he
9 or she is placed on, appointment will advance to the next higher step upon completion of probation.

10 **Section 7.2.5 Probation and step increases for Part-time and temporary employees:** The
11 following provisions apply to part-time and temporary employees who are appointed to regular career
12 service positions: A part-time and temporary employee who has worked for 1,044 hours without a
13 break in service, will be evaluated and may be given credit for up to one-half (1/2) of the required
14 probationary period provided the per diem work is in the same classification, upon the approval of the
15 Department Director or designee. For example, in cases where a six (6) month probationary period is
16 required, a nurse may be given up to three (3) months credit toward the completion of the
17 probationary period. Part-time and temporary nurses who are not provided credit towards completion
18 of the probation period shall be provided a written explanation for the justification therefore.

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

21 **Section 7.2.6 Longevity Premium:** Full-time regular and part-time regular nurses shall
22 receive the following longevity premiums based upon their length of service with the Department.

23 after 8 years (96 months) of service	2% above the nurse's Step
24 after 10 years (120 months) of service	3% above the nurse's Step
25 after 12 years (144 months) of service	4% above the nurse's Step
26 after 15 years (180 months) of service	5% above the nurse's Step
27 after 17 years (204 months) of service	6% above the nurse's Step
28 after 20 years (240 months) of service	7% above the nurse's Step

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

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

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

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

14 Nurses, working the evening and night shift in the jail who desire parking in the jail facility,
15 must pay for the cost of parking as set by County ordinance. Parking options otherwise shall be
16 available for all other jail staff in the same manner as provided all other County employees by
17 ordinance of the King County Council.

18 **Section 7.4 Uniforms:** If a uniform and special shoes are, in the future, required as a
19 condition of employment for employees covered by this Agreement, the Department agrees to inform
20 the Association thirty (30) days prior to implementation of said condition of employment and
21 negotiate the conditions thereof.

22 **Section 7.5 Part-time and temporary employees:** If a Part-time or temporary employee (not
23 necessarily the same person) has worked for 1,044 hours in a period of twelve (12) or fewer months,
24 the Association may request a meeting with the Employer to review the feasibility of posting a
25 position at that site to fill the hours which have been filled by a Part-time and temporary employee.
26 If such a need is jointly determined, the Department Director shall make a position request to the
27 Budget Office.

28 Upon request, the Department will provide annual reports to the Association on the use of

1 Part-time and temporary employees employed during the year. The report shall include the names of
2 Part-time and temporary employees by work site, classification and the number of hours worked by
3 each Part-time and temporary employee.

4 **Section 7.5.1** Part-time and temporary employees shall be eligible for standby pay, callback
5 pay, shift differentials, weekend premium and jail premium pay.

6 **Section 7.5.2** Part-time and temporary nurses are not entitled to holidays, sick leave,
7 bereavement leave or other paid leaves.

8 **Section 7.5.3** Part-time and temporary employees, other than probationary, provisional and
9 term-limited employees, who exceed the calendar year working hours threshold defined in Article 21
10 shall receive compensation in lieu of leave benefits at the rate of 15% of gross pay for all hours worked,
11 paid retroactive to the first hour of employment and for each hour worked thereafter. The employee
12 will also receive a one-time only payment in an amount equal to the direct cost of three months of
13 insured benefits, as determined by the director, and, in lieu of insured benefits, an amount prorated to an
14 hourly equivalent based on the employee's normal work week for each hour worked thereafter. Such
15 additional compensation shall continue until termination of employment or hire into a full-time regular,
16 part-time regular or term-limited position. Further, employees receiving pay in lieu of insured benefits
17 may elect to receive the medical component of the insured benefit plan, with the cost to be deducted
18 from their gross pay; provided, that an employee who so elects shall remain in the selected plan until
19 termination of employment, hire into a full-time regular, part-time regular, or term-limited position, or
20 service of an appropriate notice of change or cancellation during the employee benefits annual open-
21 enrollment.

22 **Section 7.5.4 *Return to Employment:*** Nurses who retire or separate in good standing and
23 subsequently return to their previous or new classification on a part-time, temporary, term-limited
24 basis, or career service basis may be hired at any step of the salary range upon the approval of the
25 Department Director and/or designee, based on the nurses' previous relevant nursing experience. A
26 nurse who returns to the classification held at the time of separation shall be paid at no less than the
27 rate he/she received at the time of separation.

28 **Section 7.6 *Professional Liability Insurance:*** Employees covered by this Agreement are

1 covered by the liability protection as provided in the King County Code for acts committed in good
2 faith and within the scope of their official County duties.

3 **Section 7.7 Licensing/Certification Requirements - Condition of Employment:** All nurses
4 must meet licensing and certification requirements as a condition of hire and continued employment.
5 Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and
6 prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced
7 Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with
8 the Department. Nurses failing to maintain necessary licenses or certifications will be demoted from
9 their current position or terminated from employment. Nurses employed in positions at the detention
10 facilities (KCCF, MRJC, and JDC) must obtain and maintain security clearance.

11 **Section 7.8 License Fees:** The Department shall pay for the cost of the following fees for all
12 full-time regular and part-time regular Nurse Practitioners with ARNP status:

- 13 ▪ Renewal for ARNP license.
- 14 ▪ Application and renewal fees of state authorized prescriptive authority.

15 **Section 7.9 Shift Differentials:** A bargaining unit employee scheduled to work in a 24-hour
16 facility or site which is staffed for 24-hour operation and scheduled to work during the evening shift
17 or night shift, shall receive one of the following shift differentials for all hours worked during such
18 shift.

19 Evening Shift: \$2.50 per hour

20 Night Shift: \$4.00 per hour

21 The applicable premium will be paid for all time worked during the corresponding shift. For
22 24-hour facilities in Public Health the shifts are as follows:

	MRJC	KCCF	DAJD
Day Shift	0600 - 1400	0620 - 1420	0700 - 1500
Evening Shift	1400 - 2200	1420 - 2220	1500 - 2300
Night Shift	2200 - 0600	2220 - 0620	2300 - 0700

28 Those employees not working at a 24-hour facility will receive the evening shift differential

1 for all hours worked after the normal business hours of 5:00 p.m. Shift differential pay does not
2 apply to employees on alternate schedules as provided in Article 13.4.

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

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

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

11 **Section 7.10 Weekend Premium:** A weekend premium shall be paid for all regular hours of
12 work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of
13 work of employees, including part-time and temporary employees, regularly scheduled to work
14 beginning with the night shift on Friday and through evening shift on Sunday.

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

17 **Section 7.11 Hiring Above Step 1:** Full-time regular, part-time regular, temporary and term-
18 limited temporary nurses may be hired at any step of the salary range upon the approval of the
19 Department Director and/or designee, based upon the nurses' previous relevant nursing experience.

20 **Section 7.11.1 Notice of Step Placement:** On the nurse's date of hire, each nurse shall be
21 provided a written statement from the hiring supervisor clearly indicating: 1) the step and wage rate
22 that is being proposed for the nurse; 2) that the proposed step/wage rate is contingent upon receipt of
23 final approval from the Department Director; 3) the potential wage rates that may be approved
24 depending upon the step ultimately granted; and 4) that, if the nurse begins working prior to the final
25 setting of his/her step/wage rate, the nurse will be paid at step one of the wage scale for his/her
26 classification unless and until a higher step/wage rate is approved at which time the difference in the
27 nurse's pay shall be retroactively paid to the nurse's date of hire.

28 **Section 7.12 Assignment Rates:** Bargaining unit positions in Jail Health Services will

1 receive a 15% pay differential as reflected in Addendum A of this Agreement. All part-time and full-
2 time regular and part-time and temporary and term-limited temporary nurses working in non-jail
3 positions who are temporarily assigned to perform the duties of a Jail Health Services position will be
4 paid fifteen (15) percent per hour above the nurse's base rate of pay. The applicable general
5 assignment and JHS assignment rates for each job classification are as listed in Addendum A.

6 The JHS rate is a "base" or "regular" rate of pay and is payable for paid leave and holiday
7 pay. Additionally, JHS Assignment Rate shall be included in the calculation of the nurse's FLSA
8 regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

9 **Section 7.13 Preceptor Assignments:** Nurses assigned as preceptors shall be paid one dollar
10 (\$1.00) per hour more than their normal hourly rate and in accordance with Article 15.5. This
11 premium pay shall only be due for hours actually worked and not for paid leave benefits. Preceptor
12 premium pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of
13 payment for hours which qualify as overtime under the FLSA. The Department shall reduce to
14 writing the length of each preceptor assignment.

15 **Section 7.14 Salary Step Placement for Transfer:** Employees who transfer within the same
16 job classification from a JHS to a general assignment or vice versa shall remain at the same salary
17 step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the JHS
18 schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

19 **Section 7.15 Salary Step Placement for Promotion:** An employee who attains a higher level
20 title through a promotional, competitive process shall be placed at the pay step in the higher salary
21 range resulting in an increase that constitutes an approximately five percent increase above the
22 former rate of pay, provided that such placement shall never exceed the maximum step established
23 for the higher paying title. All hours worked in a higher classification, as provided in Article 14.1,
24 will be paid as for a promotion.

25 When promotional movement between job titles also involves a movement to or from, a JHS
26 and a general assignment, salary step placement shall first be determined per Section 7.14 (Transfer)
27 in the current title prior to determining the appropriate promotional salary step placement. This
28 section applies to promotional transfers between titles of this bargaining unit as well as promotional

1 transfers to titles in the Association-represented, Supervisory bargaining unit.

2 **Section 7.16 Charge Nurse Pay:** A nurse assigned the duties of Charge Nurse has assigned,
3 limited supervisory and leadership responsibilities in addition to providing direct patient care
4 services. Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium
5 over the nurse's base rate of pay. Charge Nurse pay shall be included in the calculation of the nurse's
6 FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.
7 Examples of Charge Nurse duties include day-to-day problem solving and reporting, assignment and
8 distribution of work or maintenance of a balanced workload among employees. A Charge Nurse
9 shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.
10 There will be a good faith effort to balance the Charge Nurse's additional responsibilities with the
11 nurse's direct patient care assignments. Charge Nurse designations may be revoked at any time with
12 an explanation to the affected nurse.

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

18 **Section 7.17 Report Pay:** Any nurse who reports for his/her scheduled shift and is sent home
19 without completing his/her shift shall be paid a minimum of four (4) hours report pay. Report Pay
20 shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for
21 hours which qualify as overtime under the FLSA.

22 **Section 7.18 Bilingual Premium Pay:** Employees may be assigned in writing to provide
23 bilingual, interpreter and/or translation services to the Department and shall receive a premium of
24 fifty dollars (\$50) per month. The assignment will be renewed annually and may be terminated at
25 any time. It is understood by the parties that the work performed by the bilingual speaker provided
26 for under this section shall not supplant the work of the Medical Interpreter/Translator. If the
27 bilingual premium pay for other employees working in Public Health is increased, then such increase
28 will be extended to employees covered by this Agreement at the same time. Bilingual premium 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 **ARTICLE 8: VACATIONS**

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

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

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

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

1 Vacation accruals are based on compensated hours; vacation accruals are added to each
2 paycheck and placement on Vacation Schedule is effective the first month following adoption of the
3 Agreement by County Council.

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

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

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

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

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

1 of an employee in active service, such payment will be made to the estate of the deceased employee.

2 **Section 8.9 *Vacation in Conjunction With Leave of Absence:*** When an employee has
3 exhausted his/her sick leave balance, she/he has the option of using vacation for further leave in
4 excess of that leave already provided for in Article 10, Sick Leave and Leaves of Absence, Section 6,
5 Family and Medical Leave, with approval of the Division Manager/JHS Administrator.

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

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

18 **Section 8.11 *Vacation Donation:*** Employees covered by this Agreement shall be eligible for
19 the vacation donation program as provided in KCC 3.12.223 and the King County Personnel
20 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 **ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE**

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

- 21 a. Illness or injury which has incapacitated the employee from performing regular
22 duties.
- 23 b. Disability due to pregnancy and/or childbirth.
- 24 c. Medical or dental appointments.
- 25 d. Care for the employee's child under the age of eighteen who has a health condition
26 that requires medical treatment or supervision. Consistent with Chapter 49.12.270-295 RCW, and
27 implementing rules, employees shall be entitled to use accrued sick leave, vacation, or personal
28 holidays - at the employee's discretion - to care for a child with a health condition that requires

1 treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has
2 a serious health condition or an emergency condition.

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

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

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

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

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

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

24 A request for a leave of absence longer than sixty (60) days bearing the favorable
25 recommendation of the Department Director may be granted by the Human Resources Division
26 Manager.

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

1 Employer.

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

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

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

10 **Section 10.6 Family and Medical Leave:** Up to eighteen weeks of unpaid leave will be
11 granted in a rolling twelve (12) month period (a rolling twelve (12) month period as measured
12 backwards from the date an employee starts Family and Medical Leave). Family and Medical Leave
13 benefits shall be as provided in the King County Family and Medical Leave Ordinance (KCC
14 3.12.220 and Personnel Guidelines 14.4.5) and administered in accordance with the King County
15 Personnel Guidelines. The County agrees to maintain existing Family and Medical Leave benefits
16 during the term of this Agreement.

17 The employing Department will maintain its contribution for health benefits for the employee
18 during the period of family and medical leave.

19 **Section 10.6.1 FMLA Leave To Care For An Active Duty National Guard or Reserve**
20 **Member:** Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave
21 during any 12-month period because of any qualifying exigency as defined by the Department of
22 Labor arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty in
23 the National Guard or Reserves in support of a contingency operation. Examples of qualifying
24 exigencies include issues arising from a covered military member's short notice deployment, making
25 or updating financial and legal arrangements to address a covered military member's absence, or
26 attending military events and related activities.

27 **Section 10.6.2 FMLA Leave To Care For An Injured Service Member:** Pursuant to federal
28 law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for a

1 spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member with
2 a serious injury or illness when the injury or illness is incurred by an active duty member of the
3 military while in the line of duty. A covered service member is a current member of the Armed
4 Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment,
5 recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability
6 retired list for a serious injury or illness. Any FMLA leave used for reasons other than to care for a
7 qualified service member shall count toward the 26-week limit in a 12-month period.

8 **Section 10.6.3 Sick Leave Donation:** Employees covered by this Agreement are eligible for
9 the sick leave donation program provided in KCC 3.12.223 and the King County Personnel
10 Guidelines.

11 **Section 10.7 Military Leave:** Pursuant to RCW 38.40.060 Military leaves for public
12 employees, every officer and employee of the state or of any county, city, or other political
13 subdivision thereof who is a member of the Washington national guard or of the army, navy, air
14 force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed
15 forces of the United States shall be entitled to and shall be granted military leave of absence from
16 such employment for a period not exceeding twenty-one (21) days during each year beginning
17 October 1st and ending the following September 30th. Such leave shall be granted in order that the
18 person may report for required military duty, training or drills, including those persons in the
19 National Guard. Such military leave of absence shall be in addition to any vacation or sick leave to
20 which the officer or employee might otherwise be entitled, and shall not involve any loss of
21 efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall
22 receive his or her normal pay.

23 **Section 10.8 Military Spouse Leave:** Pursuant to RCW 49.77.030, during a period of
24 military conflict a nurse who is the spouse of a member of the armed forces of the U.S., or the
25 National Guard or Reserves, who has been notified of an impending call or order to active duty or has
26 been deployed, is entitled to a total of fifteen (15) days of unpaid leave per deployment. Fifteen days
27 of unpaid leave will be granted after the military spouse has been notified of an impending call or
28 order to active duty and before deployment or when the military spouse is on leave from deployment.

1 Any combination of leave without pay, compensatory time, vacation leave, sick leave and/or personal
2 holiday may be used, at the nurse's discretion. Nurses must provide the employer with notice, within
3 five (5) business days of receiving official notice of an impending call or order to active duty or of a
4 leave from deployment, of the nurse's spouse's intention to take such leave under the circumstances
5 stated above.

6 **Section 10.9 Jury Duty:** An employee working on other than a part time or temporary basis
7 shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury
8 duty during the employee's normal work schedule, except for transportation allowance, shall be
9 deducted from the gross pay due the employee for such period; provided that an employee excused
10 by the court on any day of such duty falling within his normal work schedule shall notify his
11 supervisor and if so directed report for work for the balance of his normal shift. An employee who is
12 scheduled off work during a period when called to serve jury duty will not suffer a loss of income as
13 a result of serving jury duty. An employee who is scheduled to work either evening or night shifts
14 while on jury duty shall not be required to report to work on any day when jury duty, including travel
15 time, requires three or more hours of attendance. An employee who does not work his or her
16 scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of
17 serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16)
18 hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16) hours
19 between the time the employee is dismissed from jury duty and the time the employee must report for
20 regular duties.

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

25 **Section 10.11 Domestic Violence Leave:** Pursuant to RCW chapter 49.76, if nurses are
26 victims of domestic violence, sexual assault or stalking, they may take reasonable leave from work,
27 intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement
28 assistance or seek treatment by a healthcare provider, mental health counseling or social services

1 assistance. Nurses who are family members of a victim may also take reasonable leave to help such
2 family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any
3 available paid time off (sick leave, vacation, etc.). The nurse must provide advance notice of his/her
4 need for such leave. In the event of an emergency or unforeseen circumstances precluding advance
5 notice, the nurse or his/her designee must provide the Employer notice of the need for such a leave no
6 later than the end of the first day that the nurse takes such leave. If the Employer requests, the nurse
7 may be required to provide verification of the need for such leave and familial relationship (e.g. a
8 birth certificate, police report, court order, or documentation from the victim's clergy member, victim
9 advocate, attorney or healthcare provider). For purposes of this section, "family member" includes a
10 nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the nurse has a
11 dating relationship.

12 **ARTICLE 11: BEREAVEMENT LEAVE**

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

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

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

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

- 3
- 4 • Children • Children of spouse or domestic partner
- 5 • Parents • Parents of spouse or domestic partner
- 6 • Siblings • Siblings of spouse or domestic partner
- 7 • Grandchildren • Grandchildren of spouse or domestic partner
- 8 • Grandparents • Grandparents of spouse or domestic partner
- 9 • Spouse or domestic partner • Legal Guardian

10 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

11 **Section 12.1 *Continuation of the Plan:*** Medical/Dental and Life Insurance benefits shall be
12 as negotiated through the County Joint Labor Management Insurance Committee which negotiates
13 with collective bargaining representatives of County employees as a group.

14 **Section 12.2 *Benefit Eligibility:*** Full-time regular, part-time regular, provisional,
15 probationary and term-limited temporary employees shall be eligible for receipt of all benefits under
16 the County's medical, dental, vision and life insurance programs as determined by the County Joint
17 Labor Management Insurance Committee.

18 **Section 12.3 *Plan Changes:*** In the event the County Joint Labor Management Insurance
19 Committee negotiates a change in medical, dental, vision or life insurance plans which result in a
20 decrease in benefits or increase in costs for nurses, the County will meet to discuss the impact of the
21 changes.

22 **Section 12.4 *Industrial Insurance:*** Employees covered by this Agreement shall be covered
23 by the County Industrial Insurance Plan and any supplement thereto as provided by County
24 ordinance.

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

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

28 **Section 13.2 *Work Week:*** The basic work week shall begin at 12:00 a.m. Sunday and end at

1 11:59 p.m. Saturday. Any shift which begins before 12:00 a.m. Sunday will be considered entirely
2 within the work week in which the shift begins. Other seven day work week beginning and ending
3 times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule).
4 Copies of schedules and alternative work week designations shall be provided to the Department
5 Administrative Services Manager who shall forward copies to the Association and to the Office of
6 Labor Relations.

7 **Section 13.2.1 *Change to FLSA Workweek:*** The parties agree that the next time there is
8 occasion to conduct a re-bid at either Jail Health Services site (KCCF or MRJC), pursuant to Section
9 13.6.2, both sites will conduct a re-bid concurrently and the re-bid will include a change to the FLSA
10 workweek, from a Sunday-through-Saturday workweek to a workweek that begins Saturday at 12:01
11 a.m. and ends Friday at 12:00 a.m. At that time, all positions covered by this Agreement (including
12 those outside Jail Health Services) will convert to the same workweek on the same effective date.
13 Nurses will not incur a loss of pay as result of the transition period.

14 **Section 13.2.2 *"Flexing a schedule"*** means that on a day-to-day basis the employee may
15 request or agree to a revision in the schedule of work hours, working more hours than scheduled on
16 one day and less on another day during the same work week. Upon mutual agreement between the
17 employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours
18 worked in excess of forty (40) in a work week.

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

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

26 **Section 13.3.2 *Hours Worked In Excess of Regularly Scheduled Day:*** All work performed
27 over eight (8), ten (10), or twelve (12) hours in one (1) work day, depending on the employee's
28 regular schedule, shall be paid at the rate of one and one-half (1-1/2) times the nurse's applicable

1 base rate of pay (listed in Addendum A), and one and one-half (1-1/2) times the following premiums
2 and differentials, where applicable: longevity pay, weekend pay, shift differential, charge nurse pay,
3 JHS assignment rate (per Section 7.12), and out-of-class pay (per Section 14.1), provided that such
4 work is authorized by the employee's supervisor. For part time and temporary employees, overtime
5 pay shall be due for all hours worked over forty (40) in any one seven (7) day work week. The
6 Department will make a good faith effort to minimize the use of overtime. In addition, the
7 Department will follow RCW 49.28.140, Mandatory Overtime Prohibited, with respect to Jail Health
8 Services overtime.

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

13 **Section 13.3.3 Compensatory Time:** Overtime may be compensated by compensatory time
14 off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee
15 requests compensatory time accrual in advance and the supervisor approves. Employees may not
16 have a balance of more than forty (40) hours of compensatory time. All compensatory time not used
17 by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work
18 demands of the position, the employee may request and the Division Manager may approve the
19 carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory
20 time accrual will be approved for the last pay period of a calendar year (December 16 through
21 December 31). Use of compensatory time off must be approved in advance as for vacation leave.

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

25 4 - 10 hour work days

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

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

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

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

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

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

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

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

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

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

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

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

27 **Section 13.4.4 MRJC Memorandum of Agreement Regarding 10-, 11-, and 12-hour Shifts:**

28 The parties agree that the terms of the Memorandum of Agreement regarding 10 and 12-hour shifts

1 for nurses working at the Maleng Regional Justice Center, attached hereto as Exhibit A, shall be
2 incorporated as part of this Agreement and have the same duration.

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

12 If an employee is required to return to work while on standby duty, the employee will be paid
13 time and one-half (1-1/2) for all hours worked with a minimum of three (3) hours due. Standby pay
14 and callback pay shall not be paid simultaneously.

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

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

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

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

1 **Section 13.6 Schedule Changes:**

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

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

11 If the Employer deems it necessary to establish work schedules other than a Monday through
12 Friday schedule, or other than forty (40) hours per week in the non-jail facilities, the Employer shall
13 notify the Association and bargain any impact such a change may have on the unit's wages, hours
14 and working conditions.

15 **Section 13.6.2 Jail Schedules:** The Department recognizes the need to give employees
16 timely notice of schedules and schedule changes. To that end, the Department shall post the final
17 schedule at least ten (10) days before the schedule takes effect. Major schedule changes affecting the
18 majority of nurses in Jail Health Services will be negotiated with the Association prior to
19 implementation. The employer will limit required shift changes to two per month with at least fifteen
20 (15) hours off between changes. A shift change shall be defined as a change of working hours in
21 which a majority of working time occurs in a different shift.

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

1 schedule change.

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

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

14 **Section 13.7 Negotiations:** The Department will provide paid release time for 2 employee
15 representatives in negotiations.

16 **Section 13.8 Consecutive Weekend Work/Shift Rotation:** The Department and the
17 Association agree that bargaining unit employees have a legitimate interest in limiting and/or
18 eliminating the practice of mandating the regular rotation of employee's work shifts (i.e., days to
19 evenings and back to days, on a rotating basis). It is further recognized that bargaining unit
20 employees have a legitimate interest in limiting the amount of consecutive weekend work required of
21 employees. To this end, the Department agrees to the following:

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

26 2. If regular nurses are regularly required to work outside their specific budgeted FTE
27 (80 hrs/2 week = 1.0 FTE, *within .2 FTE of the position held by the impacted employee*), the
28 Association may request that the position be reviewed to determine whether it is feasible to increase

1 or decrease the position's FTE. If such change is jointly determined, the Department Director shall
2 make a request to the Budget Office.

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

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

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

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

19 **Section 14.3 *Regular Work in a Lower Classification:*** If an employee works in a lower
20 level job classification on a regular basis, at his or her request or in lieu of a layoff, the employee will
21 be paid at his/her same step in the salary range of the lower job class or if necessary, be frozen at
22 their old base rate for a maximum of three (3) months. During this period of pay freezing, employees
23 shall not be eligible for cost of living increases, longevity pay and/or any other wage adjustments.

24 **ARTICLE 15: CONFERENCE COMMITTEES**

25 **Section 15.1 *Local Conference Committees:*** The Department jointly with the elected
26 representative of the employees covered by Addendum A of this Agreement shall establish a Local
27 Conference Committee at each work site to assist with mutual problems regarding nursing personnel
28 and client care, and for the purpose of discussing and facilitating the resolution of all problems which

1 may arise between the parties other than those for which another procedure is provided by law or by
2 other provisions of this Agreement. The function of the committee shall be limited to an advisory
3 rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as
4 mutually agreed and operate according to mutually agreed ground rules. The Committee shall consist
5 of three representatives of administration and three representatives of the employees (one of whom
6 may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as
7 needed depending on the issues to be discussed. A local conference committee may refer subjects to
8 the Executive Conference Committee.

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

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

17 **Section 15.3 Nursing Practice Committee:** The parties agree to establish and maintain a
18 Nursing Practice Committee. The Committee shall consist of three Association members and three
19 representatives of the Department. The Association shall designate the Committee chair. The
20 purpose of the Committee shall be to develop recommendations to the Executive Conference
21 Committee and the Department on issues of nursing practice and client care. The Committee shall
22 meet during the month prior to the scheduled Executive Conference Committee meeting. The
23 Nursing Practice Committee Report shall be a standing agenda item for the Executive Conference
24 Committee.

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

28 Association representatives to the Conference Committees and Nursing Practice Committee

1 shall be provided release time with pay to attend meetings.

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

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

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

15 **ARTICLE 16: STAFF DEVELOPMENT**

16 **Section 16.1 Staff Development:**

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

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

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

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

26 **Section 16.2 Continuing Education Time and Professional Meetings:** The Department and
27 the Association agree continuous upgrading of employees skills and knowledge is beneficial to
28 providing quality health care services to the public. Therefore employees covered by this Agreement

1 are encouraged to take advantage of opportunities available for continuing education. To this end, it
2 shall be a policy of the Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours)
3 and ARNPs, Nurse Recruiters, and APNS employees five (5) days (40 hours) of paid leave annually
4 for purposes of attending professional meetings, seminars and classes to earn continuing education
5 outside of the Department. For purposes of this section, professional meetings shall be defined as:
6 Short term conferences for professional growth and development of the individual nurses related to
7 nursing, and/or meetings and committee activities of the professional association at the national, state
8 or district level which are designed to develop and promote the programs of the professional
9 association in improving the quality and availability of nursing service and health care or training as
10 defined by American Medical Association standards and/or American Nursing Association standards.
11 Conferences or portions of conferences relating solely to union business are not considered
12 professional meetings.

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

22 **ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/REHIRES**

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

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

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

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

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

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

14
15 **Jail Health Services (JHS) Sector; Sites include:**

16 King County Correctional Facility
17 Regional Justice Center Jail

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

19 North
20 Northshore
21 Eastgate
22 Downtown Seattle
23 First Hill
24 Harborview Medical Center
25 Columbia

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

27 Renton
28 Kent
 Federal Way
 Auburn
 Roxbury
 White Center

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

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

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

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

22 **b.** The employee may voluntarily move to a vacant bargaining unit position in another
23 job class, provided the employee is qualified and the Department intends to fill the position. The
24 employee must serve a six-month trial service period as defined in Section 21.27 when moving to a
25 position in another job class. In the event the employee does not successfully complete trial service,
26 or the employee determines the new position is not a good fit, the employee will be afforded the
27 layoff option provided under Sections 3.e of this Article.

28 **c.** The employee may displace (bump) the least senior employee in the same job class

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

12 d. An employee may bump the least senior employee in a bargaining unit
13 classification within the same Employment Sector with a lower salary range, provided the employee
14 is qualified for the lower-paid position and has more seniority than the incumbent employee, if there
15 is no other employee with less seniority in the job class of the employee to be laid off. A nurse who
16 is based in and works in North and South sectors has the right to bump the least senior nurse and may
17 be bumped by a more senior nurse from either the North or South sector. A float pool nurse has the
18 right to bump the least senior nurse in the North or South Sector and may be bumped by a nurse from
19 either the North or South sector in accordance with the terms of this Agreement. The employee must
20 serve a six-month trial service period as defined in Section 21.27 if the new position is in a different
21 division or program from the position from which the employee was laid off. In the event the
22 employee does not successfully complete trial service, or the employee determines the new position
23 is not a good fit, the employee will be afforded the layoff option provided under Section 3.e of this
24 Article.

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

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

28 **Section 17.4** When the Department determines to eliminate, reduce, or increase the hours of

1 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty
2 calendar days prior to the effective date. The notice will include information about the options
3 provided in Section 3 of this Article. A copy of the notice will be provided to the Association. A
4 seniority list shall be compiled by the Employer and distributed to the nurse who is subject to layoff.
5 The seniority list shall contain the names, FTE, work hours and work days of the least senior nurses
6 from the sectors in which the affected nurse is assigned to work. The employees shall be allowed
7 fourteen calendar days to select their options under Section 3 above using the following procedure:

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

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

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

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

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

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

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

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

14 **Section 17.8** Employees who are laid off or placed in a position with reduced hours as a
15 result of the layoff procedures in this Article shall be placed on a recall list for a period of two years
16 from the date of layoff or reduction of hours. Employees shall be recalled to openings in the
17 classification from which laid off in seniority order, the most senior to be recalled first. Refusal of a
18 job offer that is the same FTE, same shift, classification and site may be grounds for removal from
19 the recall list, except that an employee may refuse a position that is less than full-time if the employee
20 had a full-time position at the time of layoff or reduction. The Department will offer positions to
21 qualified and available employees on the recall list before making any offers to persons outside the
22 Department. Employees returned to employment via recall into a different classification, division or
23 program will serve a six-month trial service period as defined in Section 21.27. In the event the
24 employee does not successfully complete trial service or the employee determines the position is not
25 a good fit, the employee will be afforded the layoff options provided under Section 3.e. of this
26 Article. The two-year time period for recall shall be suspended for the time the employee is serving a
27 trial service period. If the employee returns to the recall list during the trial service period, the
28 suspension of the two-year time period shall end.

1 **Section 17.9** The Department and/or Human Resources Division of the Department of
2 Executive Services may offer additional layoff options including but not limited to, placement in
3 other King County positions as provided in the Workforce Management Plan or other County
4 policies.

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

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

11 **ARTICLE 18: SAVINGS CLAUSE**

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

18 **ARTICLE 19: WAIVER CLAUSE**

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

25 **ARTICLE 20: SAFETY STANDARDS**

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

28 **Section 20.2 *WISHA Standards:*** All work shall be performed in a competent manner in

1 accordance with the Washington Industrial Safety and Health Act (WISHA).

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

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

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

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

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

19 **ARTICLE 21: DEFINITIONS**

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

23 **Section 21.2 *"Career service position"*** means all positions in the county service except for those
24 which are designated by Section 550 of the charter as follows: All elected officers; the county auditor, the
25 clerk and all other employees of the county council; the county administrative officer; the chief officer of
26 each executive department and administrative office; the members of all boards and commissions;
27 administrative assistants for the executive and one administrative assistant each for the county
28 administrative officer, the county auditor, the county assessor, the chief officer of each executive

1 department and administrative office and for each board and commission; a chief deputy for the county
2 assessor; one confidential secretary each for the executive, the chief officer of each executive department
3 and administrative office, and for each administrative assistant specified herein; all employees of those
4 officers who are exempted from the provisions of this chapter by the state constitution; persons employed
5 in a professional or scientific capacity to conduct a special inquiry, investigation or examination; part-time
6 and temporary employees; administrative interns; election precinct officials; all persons serving the county
7 without compensation; physicians; surgeons; dentists; medical interns; and student nurses and inmates
8 employed by county hospitals, tuberculosis sanitariums and Departments of the county.

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

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

15 **Section 21.3 "Demotion"** Demotion means the reassignment of an employee to a job in a
16 different position classification having a lower salary schedule.

17 **Section 21.4 "Employee"** means any person who is employed in a career service position or
18 exempt position.

19 **Section 21.5 "Employed at least half time or more"** means employed in a regular position
20 which has an established work schedule of not less than one-half the number of hours of the full-time
21 positions in the work unit in which the employee is assigned or when viewed on a calendar year
22 basis, 910 hours or more in a work unit in which a work week of more than thirty-five but less than
23 forty hours is standard or 1040 hours or more in a work unit in which a forty hour work week is
24 standard. If the standard work week hours within a work unit varies (for instance, employees
25 working both thirty five and forty hours), the director, in consultation with the department, will be
26 responsible for determining what hour threshold will apply

27 **Section 21.6 "Full-time regular employee"** means an employee employed in a full-time
28 position and, for full-time career service positions, is not serving a probationary period.

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

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

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

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

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

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

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

27 **Section 21.14 “Probationary period”** means a period of time constituting the final step in the
28 competitive screening process for career service or for promotion from one career service position to

1 another. An appointment to the career service, whether following successful completion of an initial
2 probationary period of county employment or a promotional probationary period, shall not be final
3 unless the employee successfully completes this probationary period.

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

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

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

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

17 **Section 21.19 “Temporary position ”** means a position which is not a regular position as
18 defined in this chapter and excludes administrative intern. Temporary positions include both term-
19 limited temporary positions as defined in this chapter and short-term (normally less than six months)
20 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a
21 work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year
22 in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
23 chapter. Where the standard work week falls between thirty-five and forty hours, the director, in
24 consultation with the department, will be responsible for determining what hour threshold will apply.

25 **Section 21.20 “Term-limited temporary employee”** means a temporary employee who is
26 employed in a term-limited temporary position. Term-limited temporary employees are not members
27 of the career service. Term-limited temporary employees may not be employed in term-limited
28 temporary positions longer than three years beyond the date of hire, except that for grant-funded

1 projects, capital improvement projects, and information systems technology projects the maximum
2 period may be extended up to five years upon approval of the director. The director shall maintain a
3 current list of all term-limited temporary employees by department.

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

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

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

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

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

22 **e. Seasonal positions:** These are positions with work for more than six consecutive
23 months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a
24 thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in which a
25 forty-hour work week is standard, that due to the nature of the work have predictable periods of inactivity
26 exceeding one month.

27 **f. Temporary placement in regular positions:** These are positions used to back fill
28 regular positions for six months or more due to a career service employee’s absence such as extended

1 leave or assignment on any of the foregoing time-limited projects.

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

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

8 **Section 21.23 “Working Days”** for purposes of Article 6 Grievance Procedure shall be
9 defined as Monday through Friday excluding observed holidays.

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

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

21 **Section 21.26 “Appointing Authority”** means the county council, the executive, chief
22 officers of executive departments and administrative offices, or division managers having authority to
23 appoint or to remove persons from positions in the county service.

24 **Section 21.27 “Trial Service Period”** is referenced in Section 5.4(f), “Position Vacancies”,
25 and in Article 17, “Reduction in Force/Layoff/Rehires”, of the Contract. Trial Service Period is a
26 defined period of time up to three (3) months to six (6) months in duration. The purpose of a Trial
27 Service Period is to provide the nurse with the opportunity to acquire knowledge, training and skills
28 necessary to competently perform in a new position. The Trial Service Period may be shortened if

1 management and the nurse determine the nurse demonstrates sufficient competency. Management
2 may end the Trial Service Period if management objectively assesses that the nurse is not
3 demonstrating sufficient progress to be able to competently perform the duties of the new position
4 within a reasonable time period. Likewise, the nurse may end the Trial Service Period if he or she
5 concludes the new position is not an appropriate match.

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

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

16 **ARTICLE 22: WORK STOPPAGES**

17 **Section 22.1 *No Work Stoppages:*** The Employer and the Association agree that the public
18 interest requires the efficient and uninterrupted performance of Department services and to this end
19 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life
20 of this Agreement, the Association or its members shall not cause or condone any work stoppage,
21 strike, slow down or other interference with Department functions by employees under this
22 Agreement, and should same occur, the Association agrees to take appropriate steps to end such
23 interference. Employees covered by this Agreement who engage in any of the foregoing actions shall
24 be subject to such disciplinary action as may be determined by the Employer; including but not
25 limited to the recovery of any financial losses suffered by the Employer.

26 **Section 22.2 *Association's Responsibilities:*** In the event, however, that there is a work
27 stoppage or any other interference with Department functions which is not authorized by the
28 Association, the Employer agrees that there shall be no liability on the part of the Association, its

1 officers or representatives; provided that in the event of such unauthorized action they first meet the
2 following conditions:

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

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

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

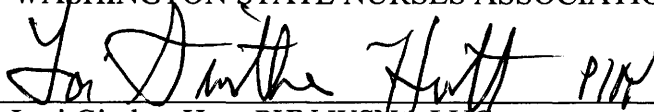
1 **ARTICLE 23: TERM OF AGREEMENT**

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, 2013 through December 31, 2014. 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 nor more
6 than ninety (90) days prior to December 31, 2014.

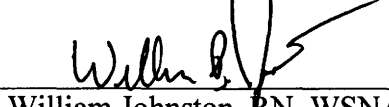
7 APPROVED this 27 day of March, 2013.


8
9 By: 
10 King County Executive

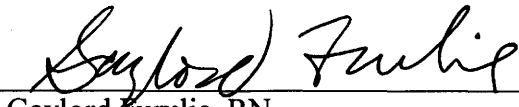
11
12 WASHINGTON STATE NURSES ASSOCIATION:

13  2/14/13
14 Lori Ginther-Hutt, PHN WSNA LUC Date

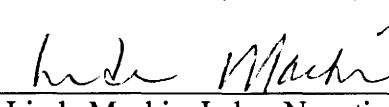
15  _____
16 Susanne Strommer, LPN, WSNA Vice-Chair Date

17  _____
18 William Johnston, RN, WSNA Secretary Date 2/22/13

19  _____
20 Tina Maestas, PHN Date 2/14/13

21  _____
22 Gaylord Furulie, RN Date 02/25/2013

23  _____
24 Hanna Welander, BSN RN, WSNA Nurse Representative Date 2/22/13

25  _____
26 Linda Machia, Labor Negotiator, WSNA Date 2-25-13

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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

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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, 2013 through December 31, 2014), 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.

22
23

PART A. EXCEPTIONS

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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.

27

ARTICLE 5: EMPLOYMENT PRACTICES

28

Section 5.4 Position Vacancies

1 mitigate the effects of these changes.

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

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

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

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

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

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

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

1 pay period in which that third day was originally scheduled.

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

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

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

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

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

16 **Section B.1.4. Overtime.** Except as otherwise provided in this article, employees shall be
17 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,
18 or forty (40) hours in a one week work period, exclusive of lunch period. Normally overtime work
19 shall require prior approval of the individual's supervisor, however, overtime work may be approved
20 after it is performed provided sufficient justification is made.

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

26 **Section B.1.6.** The provision of Section B.1.5 shall apply to meeting and training sessions
27 requiring a return to work.

28 **Section B.1.7.** No overtime compensation will be paid for employee-initiated training, unless

1 so required by the provisions of the Fair Labor Standards Act (FLSA).

2 **Section B.1.8.** If any provision of this Article shall conflict with the minimum standards of
3 RCW 49.46.130, then the RCW shall prevail.

4 **Section B.1.9.** In critical staffing situations, mandatory overtime shall be the last resort. For
5 purposes of this section, critical staffing levels occur, but are not limited to, situations when
6 unscheduled vacancies occur within 24 hours of the shift in question. All unfilled shifts within the
7 Master Schedule shall be filled by utilizing the following nurses listed below which shall be
8 contacted as quickly as possible in the interest of filling the shift:

9
10 Per Diem Nurse

11 Voluntary Nurse (Overtime/Combination)

12 Part-Time Nurse

13 Agency Nurse
14

15 The shift shall be filled by any of the above Nurses that commits to working first. In a
16 mandatory overtime situation, if no nurse listed above has committed to working the shift, the
17 existing staff working the shift shall prepare for mandatory overtime and shall be required to stay
18 until relieved, except when doing so will result in the RN working more than 16 continuous hours.
19 Notwithstanding the foregoing, RNs may be required to work more than 16 continuous hours in the
20 event of an emergency situation and when expressly authorized by the Division Director, or designee.

21 **B.2. REDUCTION IN FORCE**

22 **Section B.2.1.** Layoff is the involuntary termination of employment or reduction of work
23 hours. An involuntary increase in the standard working hours of a position shall create the same
24 vacancy and bumping rights for employees whose hours are increased as are created by the terms of
25 this Article for employees in a layoff/reduction in force situation.

26 Employees selected for lay off shall be laid off according to seniority in classification (see
27 Addendum A) in the Department of Adult and Juvenile Detention, Juvenile Division (DAJD).

28 **Section B.2.2.** An employee designated for lay off within a specific classification may, on the

1 basis of total DAJD seniority, bump the least senior employee in any DAJD job classification
2 previously worked and included in Addendum A of the Public Health Agreement; provided:

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

4 b. The demonstrated job performance in the former classification was at an acceptable
5 standard.

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

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

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

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

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

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

24 **B.3. EMPLOYMENT PRACTICES**

25 **Section B.3.1. Entry Probation.** An individual who is newly employed in a regular position
26 shall be considered to be on "entry probation" for a period of six (6) months from the date of hire.
27 During this probationary period, an individual may be terminated without prior notice by the
28 department, and such discharge shall not be subject to the Grievance Procedure provided by the

1 Public Health collective bargaining agreement.

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

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

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

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

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

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

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

24 The Director of the Department of Adult and Juvenile Detention, Juvenile Division or
25 designee may grant up to five (5) days at the nurse's base salary or other higher wage rate as may be
26 required by the provisions of the Fair Labor Standards Action (FLSA), for the purpose of attending
27 professional meetings, as defined above, for regular full-time nurses and a pro-rated number of hours
28 to regular part-time nurses.

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, 2013 through December 31, 2014. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31, 2014.

APPROVED this 27 day of MARCH, 2013.

By: Dow Conitt
King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

Lori Ginther-Hutt PHN 2/14/13
Lori Ginther-Hutt, PHN WSNA LUC Date

Susanne Strommer _____
Susanne Strommer, LPN, WSNA Vice-Chair Date

William Johnston RN 2/22/13
William Johnston, RN, WSNA Secretary Date

Tina Maestas PHN 2/14/13
Tina Maestas, PHN Date

Gaylord Farulie RN 02/21/2013
Gaylord Farulie, RN Date

Hanna Welander 2/22/13
Hanna Welander, BSN RN, WSNA Nurse Representative Date

Linda Machia 2-25-13
Linda Machia, Labor Negotiator, WSNA Date

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

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 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:

1. The Parties agree that 10-hour and 12-hour shift patterns pursuant to this Alternative Schedule Agreement at the RJC 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:

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

1 **Agreement Regarding Alternative Schedule Agreement Duration:**

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

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

6 **Agreement Regarding Reporting Time Worked Based on Actual Hours:**

7 Nursing staff working at the Norm Maleng Regional Justice Center will report their time and
8 be paid for their time based on actual hours rather than projected hours beginning January 1, 2009.

9 **Additional Provisions:**

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

15 Temporary pattern changes will be allowed with the following restrictions:

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

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

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

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

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

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

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

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

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

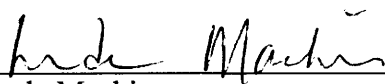
12 7. Weekend Premium: A weekend premium shall be paid for all regular hours of work on
13 weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of work of
14 employees, including part-time and temporary employees, regularly scheduled to work weekend
15 hours. For purposes of this provision, weekend hours shall be the hours of 2200 on Friday through
16 2200 on Sunday.

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

19 APPROVED this 27 day of MARCH, 2013.

20
21 By: 
22 King County Executive

23
24 For the Washington State Nurses Association:

25 
26 Linda Machia
27 Labor Negotiator, WSNA

2-25-13
Date

1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN
3 KING COUNTY AND
4 WASHINGTON STATE NURSES ASSOCIATION
5 REPRESENTING EMPLOYEES IN
6 SEATTLE KING COUNTY PUBLIC HEALTH
7 USE OF AGENCY/CONTRACT NURSES
8 IN PUBLIC HEALTH JAIL HEALTH SERVICES
9

10 The parties concur that maximizing the use of career service staff is a priority because to do
11 so is both fair and fiscally sound. The following procedure with respect to scheduling reflects the
12 goal of maximizing the use of career service staff and shall be applied to all classifications of
13 bargaining unit members in all locations.

14 1. Scheduling will occur as follows:

15 a. The "Draft Schedule" will be displayed by the 10th of the preceding month. It
16 includes career service staffing patterns, approved vacation, holidays, sick time, planned leaves and
17 any extra shifts that career service nurses have requested. No agency shifts will be scheduled on the
18 "Draft Schedule."

19 b. Between the "Draft Schedule" and the "Final Schedule," career service staff,
20 probationary, term limited temporary, and temporary nurses may request any vacant shift on the
21 "Draft Schedule" on a first come, first serve basis.

22 c. The "Final schedule" will be displayed at least ten (10) days before it takes effect.
23 During this ten (10) day period, career services staff have the continuing right to request extra shifts.
24 Bargaining unit probationary, term limited temporary, and temporary nurses will be called for
25 availability to fill remaining vacant shifts.

26 2. A bargaining unit nurse may request any shift for which an agency nurse is scheduled if
27 the nurse makes such request seven (7) or more days prior to the start of the shift for which the
28 agency nurse is scheduled.

1 3. Upon request, King County shall provide the following information to WSNA:

2 a. A list of all positions at each jail, including FTE, sequence number, classification
3 and whether the position is vacant or filled.

4 b. A list of the shifts that were filled and by whom.

5
6
7 APPROVED this 27 day of MARCH, 2013.

8
9 By: Dow Condit
10 King County Executive

11
12
13 For the Washington State Nurses Association:

14 Linda Machia 2-25-13
15 Linda Machia Date
16 Labor Negotiator, WSNA
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**LETTER OF UNDERSTANDING
BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
SEATTLE KING COUNTY PUBLIC HEALTH
RE: CHS Alternative Work Schedules Meetings**

7 The parties to this Agreement concur that it is in the best interests of the County, the
8 Community Health Services (CHS) nurses it employs, and the public who are served by the County,
9 to engage in the creation of guidelines that will govern alternative work schedules that are or can be
10 made available to CHS nurses.

11 Meetings shall be held to discuss the creation of guidelines that will govern Alternative Work
12 Schedules. Some of the issues, by way of example, that will need to be discussed are the operational
13 needs of CHS Management and the need for revised work arrangements so that nurses can
14 accommodate both personal and professional responsibilities. Management and WSNA
15 representatives will collaborate with one another and reach agreement with respect to these
16 guidelines.

17 Meeting Representatives: Public Health shall designate up to six (6) management
18 representatives who will participate in the meetings.

19 WSNA will assign a team of up to six (6) CHS nurses who will participate in the meetings.
20 The WSNA Nurse Representative and King County Labor Negotiator may also attend the meetings.
21 The meetings shall be co-facilitated by one member of Public Health management and by one CHS
22 nurse who is assigned by WSNA. WSNA nurses will be permitted release time for time spent in
23 these meetings.

24 The first meeting shall be held within 45 days of WSNA's ratification of the parties' 2013 –
25 2014 collective bargaining agreement.

26 APPROVED this 27 day of MARCH, 2013.

27 By: Dow Courtt
28 King County Executive

For the Washington State Nurses Association:

29 Linda Machia
30 Linda Machia
31 Labor Negotiator, WSNA

2-25-13
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 1/1/13

Job Class Code	PeopleSoft Job Code	Classification	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	\$33.58	\$34.68	\$36.27	\$37.41	\$39.65	\$41.12	\$42.66	\$44.06	\$44.71	\$46.08	\$47.23
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$38.62	\$39.88	\$41.71	\$43.02	\$45.60	\$47.29	\$49.06	\$50.67	\$51.42	\$52.99	\$54.31
3313100	332101	Advanced Registered Nurse Practitioner	\$36.41	\$37.62	\$39.37	\$40.58	\$43.00	\$44.60	\$46.28	\$47.78	\$48.46	\$49.99	\$51.24
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$41.87	\$43.26	\$45.28	\$46.67	\$49.45	\$51.29	\$53.22	\$54.95	\$55.73	\$57.49	\$58.93
3311100	331202	Licensed Practical Nurse	\$19.87	\$20.36	\$20.88	\$21.35	\$21.93	\$22.61	\$23.01	\$23.64	\$24.21	\$24.78	\$25.41
3311110	331203	Licensed Practical Nurse - Jail	\$22.85	\$23.41	\$24.01	\$24.55	\$25.22	\$26.00	\$26.46	\$27.19	\$27.84	\$28.50	\$29.22
3308100	330802	Nurse Recruiter	\$33.58	\$34.68	\$36.27	\$37.41	\$39.65	\$41.12	\$42.66	\$44.06	\$44.71	\$46.08	\$47.23
3312200	331402	Public Health Nurse	\$30.31	\$31.40	\$32.51	\$34.19	\$35.32	\$36.73	\$38.17	\$38.80	\$39.43	\$40.42	\$41.42
3312210	331403	Public Health Nurse - Jail	\$34.86	\$36.11	\$37.39	\$39.32	\$40.62	\$42.24	\$43.90	\$44.62	\$45.34	\$46.48	\$47.63
3312100	331302	Registered Nurse	\$27.74	\$28.87	\$29.99	\$31.07	\$32.01	\$33.03	\$34.15	\$35.38	\$36.59	\$37.89	\$38.83
3312110	331303	Registered Nurse - Jail	\$31.90	\$33.20	\$34.49	\$35.73	\$36.81	\$37.98	\$39.27	\$40.69	\$42.08	\$43.57	\$44.65
3312120	331304	Registered Nurse - Juvenile	\$31.90	\$33.20	\$34.49	\$35.73	\$36.81	\$37.98	\$39.27	\$40.69	\$42.08	\$43.57	\$44.65

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Memorandum of Agreement**By and Between****King County****and****Washington State Nurses Association****Staff Nurses - Departments: Public Health, Adult and Juvenile Detention****(Juvenile Detention)****Subject: Transition to PeopleSoft Biweekly Actual Hours Pay**

This Memorandum of Agreement is made and entered into, by and between Washington State Nurses Association hereinafter, referred to as "the Association," and King County, hereinafter, referred to as "the County," and shall be effective upon ratification of the parties.

WHEREAS, the Association and the County are parties to a collective bargaining agreement (CBA), which is in effect from January 1, 2010, through December 31, 2012, AND;

WHEREAS, Article 4 of that CBA reads as follows:

ARTICLE 4: RIGHTS OF MANAGEMENT

The Association acknowledges the right of the County to define and implement a new payroll system, including but not limited to a biweekly payroll system. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make the changes necessary to implement such payroll system. The County will inform the Association thirty (30) days prior to implementation of a new payroll system and agrees to negotiate the conditions of the change if requested. AND;

WHEREAS, the King County Council adopted Ordinance 16818 on May 3, 2010, which states, "County officers and employees currently paid on a semi-monthly pay cycle shall be transitioned to a biweekly pay cycle in one or more groups on or after January 1, 2011."

NOW, THEREFORE, THE PARTIES STATE THEIR INTENT AS FOLLOWS:

The County provided the Association with timely notice of its intent to implement a biweekly payroll schedule for bargaining unit members who are currently paid on a semi-monthly schedule.

As provided in the CBA, the County is entitled to implement a biweekly payroll schedule for

Transition to PeopleSoft Biweekly Actual Hours Pay

Washington State Nurses Association - Staff Nurses - Departments: Public Health, Adult and Juvenile Detention (Juvenile Detention)

000U0510_Biweekly Actual Hours Pay_310

Page 1

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ADDENDUM B

employees represented by the Association.

The parties acknowledge that, as a result of transitioning the administration of payroll to PeopleSoft biweekly actual hours pay, penny variances due to mathematical rounding in earnings from projects, union deductions, tax withholdings and other calculated payroll figures may occur.

The parties acknowledge that these variances occur both in favor of the bargaining unit member and in favor of the County. These variances, which may occur as a result of the transition to PeopleSoft biweekly actual hours pay, are considered by the parties to be *de minimis* and to occur in an equitable manner, where neither party gains or pays more than they are entitled or obligated to pay.

When a County officer or employee's payroll is transitioning from a semi-monthly pay cycle to a biweekly pay cycle, the Executive is authorized to allow County officers and employees the option to elect to receive a transition payment, as set forth in Ordinance 16818, Section 3, if they meet the qualifications set forth in Subsection 2 B of the Ordinance.

County officers and employees who meet the following qualifications, on the cut-off date(s) selected by the county administrative officer are eligible to elect to receive a transition payment. Eligible county officers and employees are those who:

1. Are eligible for leave and insured benefits as provided for in K.C.C. 3.12.040;
2. Are not serving a probationary period;
3. Are in a paid status;
4. Are employed in a position that is scheduled to be funded and filled for approximately one year after the date or dates selected by the county administrative officer;
5. Have elected to receive the transition payment by the cut-off date or dates selected by the county administrative officer; and
6. Have agreed and, if applicable, whose spouse or state registered domestic partner have agreed, in writing, to repay the county for the amount of the transition payment as set forth in Ordinance 16818, Section 4.

The amount of the transition payment for an eligible employee shall be equivalent to the dollar amount reached by multiplying the employee's base rate of pay by the number of standard work hours in one work week, not inclusive of overtime. In calculating the transition payment, an employee's base rate of pay excludes any type of premium pay. Excluded premium payments include, but are not limited to, payments for shift differential, certification, merit, or any other type of additional pay.

Employees who elect to receive the transition check must request it by completing and submitting the designated forms no later than the cut-off date to be established by the County. Repayment of the transition amount shall be made to the County no later than the end of the fiscal year within which the transition amount was paid.

If an employee leaves county employment before completion of repayment of the full transition

Transition to PeopleSoft Biweekly Actual Hours Pay

Washington State Nurses Association - Staff Nurses - Departments: Public Health, Adult and Juvenile Detention (Juvenile Detention)

000U0510_Biweekly Actual Hours Pay_310

Page 2

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ADDENDUM B

payment amount, the outstanding balance shall be paid in full by the following methods:

1. A deduction from the final paycheck owed to the employee when he/she leaves employment; and if further payment is owed, then by
2. A deduction from any other payment owed to the employee; and if further payment is owed, then by
3. A payment directly to the County by the employee or, if applicable, his/her spouse or state registered domestic partner.

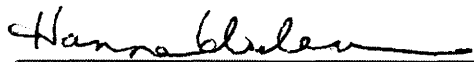
If the deductions or payments under this section do not pay the full outstanding balance, the County reserves the right to refer any unpaid amount to a collection agency or to pursue other legal means for repayment.

The County agrees to provide briefings on the progress of the transition to Union representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

The Association acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of biweekly pay with the execution of this agreement.

Upon complete execution of this agreement by all parties, it shall be effective through December 31, 2012.

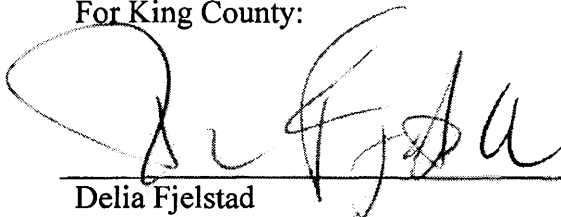
For Washington State Nurses Association (Staff Nurses -
Departments: Public Health, Adult and Juvenile Detention
(Juvenile Detention)) [310]:



Hanna Welander
Nurse Representative

May 11, 2011
Date

For King County:



Delia Fjelstad
Labor Negotiator
Office of Labor Relations

5/11/2011
Date

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MEMORANDUM OF AGREEMENT
HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
By and Between King County and
Unions Representing King County Employees

Whereas, the parties agreed to negotiate employees' participation in the Health Reimbursement Arrangement ("HRA") Voluntary Employees Beneficiary Association ("VEBA") Medical Reimbursement Plan for Public Employees in the Northwest for 2007 through 2009; and

Whereas, the parties seek to extend and expand the HRA VEBA;

Whereas, the parties have negotiated in good faith; now

Therefore, the parties hereby agree to the following HRA VEBA provisions:

1. The County adopted HRA VEBA in 2007. The HRA VEBA is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a bargaining unit opts to participate in the HRA VEBA, all eligible employees in positions covered by the bargaining unit must participate.

a. Sick Leave Cash Out at Retirement. Collective Bargaining Units participating in the HRA VEBA 2007-2009 use this funding option. If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA, the County will transfer funds equal to that participating employee's cash-out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash-out to the employee, not in addition to the regular cash-out. The funds will be available to the member to pay for health care-related expenses after retirement. This funding option remains in effect unless specific action is taken to amend or terminate it.

b. Collective Bargaining Units who are participating in the HRA VEBA 2007-2009 and wish to terminate may do so. Collective Bargaining Units must notify the Benefits and Retirement Operations Section no later than Friday, July 31, 2009, of their decisions on participation in the HRA VEBA funded by sick leave cash-out.

ADDENDUM C

c. Collective Bargaining Units who are not participating in the HRA VEBA 2007-2009 may elect to participate in the HRA VEBA effective January 1, 2010. Collective Bargaining Units electing the HRA VEBA for the first time must notify the Benefits and Retirement Operations Section no later than Friday, July 31, 2009, of their decisions on participation in the HRA VEBA funded by sick leave cash-out.

2. All Collective Bargaining Units that participate in the HRA VEBA may opt to add either or both of the following two new funding options to their HRA VEBA effective January 1, 2010:

a. **Vacation Cash Out at Retirement.** The County will transfer funds equal to 50 percent of that participating employee's cash-out of eligible, vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash-out to the employee, not in addition to the regular cash-out. The funds in the HRA VEBA will be available to the member to pay for health care-related expenses after retirement.

b. **Employee Contributions.** Each employee will contribute \$50 per month into the HRA VEBA in accordance with IRS regulations as follows. The bargaining unit's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to \$50 per month which shall be calculated and contributed on a monthly basis and the employees' salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions. These VEBA contributions will be available to the member to pay for health care related expenses before or after retirement.

c. Bargaining Units electing either or both of these HRA VEBA funding options must notify the Benefits and Retirement Operations Section no later than Friday, July 31, 2009, the outcomes of these elections.

3. **Irrevocability.** Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, his/her spouse, and dependents until exhausted as provided for by the terms of the plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.

4. **Yearly Election.** Each bargaining unit may elect to terminate or change funding options for the HRA VEBA yearly, provided that each bargaining unit must notify the Benefits and Retirement Operations Section no later than the last Friday in June of any change to be implemented the following year.

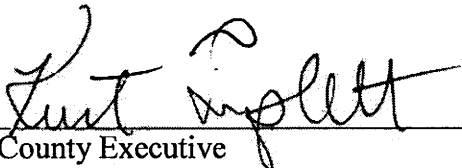
ADDENDUM C

5. Total Agreement. This Agreement may be modified or amended only by a written amendment executed by all parties hereto.

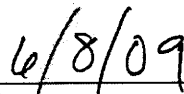
6. Severability. The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegibility shall not affect the validity of the remainder of this Agreement.

7. Term. This Agreement shall be effective January 1, 2010.

On behalf of King County:



King County Executive



Date

ADDENDUM C

MEMORANDUM OF AGREEMENT

HRA VEBA

Regarding

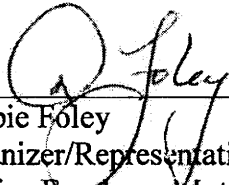
Health Benefits for 2010 and Beyond

For Represented Benefits-Eligible Employees

By and Between King County and

Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

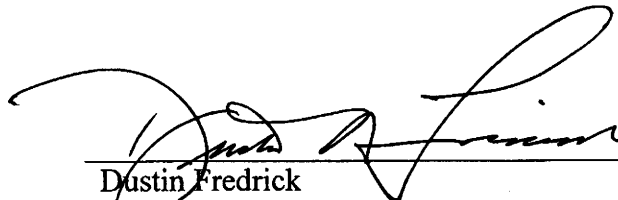


Debbie Foley
Organizer/Representative
Service Employees International Union, Local 925

ADDENDUM C

**MEMORANDUM OF AGREEMENT
HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
By and Between King County and
Unions Representing King County Employees**

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

 4/23/09

Dustin Fredrick
Business Manager
Public Safety Employees Union

ADDENDUM C

MEMORANDUM OF AGREEMENT

HRA VEBA

Regarding

Health Benefits for 2010 and Beyond

For Represented Benefits-Eligible Employees

By and Between King County and

Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



Whitney Hupf

Union Representative

International Federation of Professional and Technical Engineers, Local 17

ADDENDUM C

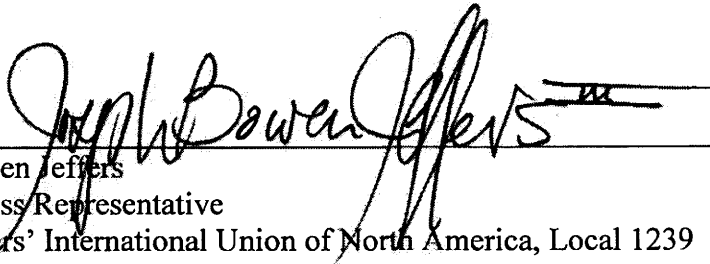
MEMORANDUM OF AGREEMENT

HRA VEBA

Regarding

**Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
By and Between King County and
Unions Representing King County Employees**

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

 May 1st, 2009

J. Bowen Jeffers
Business Representative
Laborers' International Union of North America, Local 1239

ADDENDUM C

MEMORANDUM OF AGREEMENT

HRA VEBA

Regarding

Health Benefits for 2010 and Beyond

For Represented Benefits-Eligible Employees

By and Between King County and

Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

Diana Prenguber *5-4-2009*

Diana Prenguber

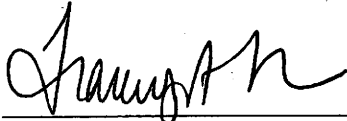
Staff Representative

Washington State Council of County and City Employees, Council 2

ADDENDUM C

**MEMORANDUM OF AGREEMENT
HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
By and Between King County and
Unions Representing King County Employees**

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters
Local 117

ADDENDUM C

MEMORANDUM OF AGREEMENT

HRA VEBA

Regarding

Health Benefits for 2010 and Beyond

For Represented Benefits-Eligible Employees

By and Between King County and

Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



Randy Weaver
Vice President
King County Corrections Guild



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Washington State Nurses Association (Staff Nurses - Departments: Public Health, Adult and Juvenile Detention (Juvenile Detention))
Labor Negotiator
Alex Golan

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>	
1. No changes to base rates of pay or to pay premiums. Standard County cost-of-living adjustment provided for 2013 and 2014.	
2. New language strengthening and clarifying management rights to transfer employees.	
3. Delete language from contract which previously allowed certain disciplinary records to be removed from employee's personnel file. Under new language, such records are retained.	
4. Changes to overtime language to comport with legal requirements and practices under new payroll system. Additionally, new language requiring employees to work all regularly-scheduled shifts in a week in order to be eligible for daily overtime (i.e., hours worked in excess of daily schedule).	
5. New six-month "Trial Service Period" for laid-off employees seeking to transfer or bump into a new job classification or a different division or program. This new provision will help avoid "bad fits" resulting from lay-off placement processes.	
6. New language allowing the Department of Adult and Juvenile Detention management to reschedule certain part-time shifts to maximize operational efficiency.	

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**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Washington State Nurses Association (Staff Nurses - Departments: Public Health, Adult and Juvenile Detention (Juvenile Detention))

TERM OF CONTRACT: January 1, 2013, through December 31, 2014

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Public Health nurses provide nursing services to the residents of King County in a variety of program areas in the department such as clinical services, home visiting and prevention, and health education. The nurses in the Juvenile Detention Division provide clinical nursing services to detained youth.

NEGOTIATOR: Alex Golan

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Layoff is according to seniority, subject to management determination of qualifications and possession of essential skills, knowledge, and experience. New provision in this agreement includes "Trial Service Period" intended to avoid "bad fit" placements via the layoff processes.
➤ INTEREST-BASED BARGAINING:	The parties employed an interest-based approach to the negotiation of this agreement.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	This agreement includes comprehensive equal employment and non-discrimination clauses.
➤ CONTRACTING OUT OF WORK:	This agreement limits contracting out of work usually and traditionally performed by bargaining unit members except on a temporary basis.
➤ LABOR / MANAGEMENT COMMITTEES:	The parties have established Labor / Management committees for various subjects.
➤ MEDIATION:	The parties have agreed to use mediation as needed.
➤ CONTRACT CONSOLIDATION:	This agreement covers two departments, thus reducing the number of agreements county-wide.
➤ HEALTH BENEFITS COST SHARING:	N/A

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Washington State Nurses Association (Staff Nurses -
Departments: Public Health, Adult and Juvenile
Detention (Juvenile Detention))

COUNCIL POLICY	COMMENTS
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The negotiations were initiated in a timely basis, and the parties successfully reached tentative agreement prior to the expiration of the prior contract.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	This agreement is consistent with County policy on use of part-time employees.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	Biweekly pay has been implemented, effective 1/1/12, the effects of which were previously negotiated with the union.
➤ INTEREST ARBITRATION ELIGIBLE:	N/A
➤ NO STRIKE PROVISION:	This agreement contains a standard no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	No additional leave provisions are provided for in this agreement other than those generally provided under federal, state, or County law.
➤ HOURS OF WORK:	This agreement contains standard 40 hour workweek provisions with alternative work schedules available consistent with business needs.
➤ PERFORMANCE EVALUATIONS:	This agreement provides for the implementation of performance evaluations.

March 28, 2013

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to continue to provide nursing services through the Departments of Public Health and Adult and Juvenile Detention, including through the County's public health centers, direct service clinics and programs, and the County's correctional facilities. The enclosed ordinance, if approved, will ratify the collective bargaining agreement between King County and the Washington State Nurses Association (Staff Unit) for the period of January 1, 2013, through December 31, 2014.

This agreement covers approximately 280 employees. These employees provide a variety of important nursing services at the County's public health centers, correctional facilities, and to County residents directly through a variety of health and wellness programs. These nurses are on the front lines throughout our community providing services that are necessary and critical for the well-being of the community, often with a focus on the low-income and vulnerable groups in our community. One example was recently featured in The Seattle Times, which described the County's Nurse-Family Partnership Program (NFP) as a "successful program" helping young, low-income, first-time parents through pregnancy, birth, and early stages of the baby's development. The public health nurses in NFP provide care and education that is vital to these new parents and the program provides substantial long-term savings in public costs for health care, welfare, and the criminal justice system. ("First time, low-income mothers get help from successful Nurse-Family Partnership," The Seattle Times, January 22, 2013, p. B1).

The Honorable Larry Gossett

March 28, 2013

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This agreement contains significant improvements in efficiency, accountability, and productivity for the County and thereby helps advance the goals of the King County Strategic Plan in meaningful ways. For example:

- New language regarding transfers that allows the County greater flexibility to meet staffing and operational needs. This new language furthers the goal of providing “Service Excellence.”
- New overtime language that will provide more productive and efficient staffing schedules. This new language furthers the goal of “Financial Stewardship.”
- New language around layoffs that will help ensure better placements resulting from the layoff and recall processes. This new language furthers the goal of “Quality Workforce.”
- New language in the Department of Adult and Juvenile Detention memorandum of agreement that allows greater flexibility in scheduling to ensure that staffing models meet operational demands more effectively. This new language furthers the goals of providing “Service Excellence” and “Financial Stewardship.”

The wage settlement for 2013 does not change base wage rates or wage premiums. The cost-of-living adjustments for 2013 and 2014 follow the standard County settlement agreed to with other labor organizations.

The settlement reached is a product of collaborative, good faith collective bargaining between King County and the Association. Additionally, changes to the contract are service-oriented and fiscally responsible. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will enable King County residents to continue to receive the critical and high quality nursing care services that touch the lives of residents and families throughout our community.

The Honorable Larry Gossett

March 28, 2013

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If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine

King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
Executive Office (KCEO)

Dwight Dively, Director, Office of Performance, Strategy and Budget, KCEO

Patti Cole-Tindall, Director, Office of Labor Relations, KCEO

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	Washington State Nurses Association (Staff Nurses - Departments: Public Health, Adult and Juvenile Detention (Juvenile Detention))	
Effective Date:	Two Year contract 1/1/2013 - 12/31/2014	
Affected Agency and/or Agencies:	Department of Public Health, Department of Adult and Juvenile Detention	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Cindy West, CFO, Public Health	Phone: 263-8643
Department Sign Off:	Pat Presson, Finance Manager, DAJD	Phone: 296-3410
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Katherine Cortes, Budget Supervisor	Phone: 263-9733
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>	Jo Anne Fox, Budget Analyst	Phone: 263-9696

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2013	2014
General Fund	10	Public Health	\$ 286,770	\$ 191,347
General Fund	10	DAJD	\$ 19,136	\$ 12,769
MIDD	1135	Public Health	\$ 11,252	\$ 7,508
Public Health	1800	Public Health	\$ 481,765	\$ 321,457
TOTAL: Increase FM previous year			\$ 798,923	\$ 533,081
TOTAL: Cumulative			\$ 798,923	\$ 1,332,004

EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2012 Base Estimated	2013	2014
Salaries			\$21,449,129	\$ 662,778	\$ 442,238
OT			\$ 1,037,485	\$ 32,058	\$ 21,391
PERS & FICA			\$ 3,368,495	\$ 104,087	\$ 69,452
TOTAL			\$25,855,109		
TOTAL: Increase FM previous year				\$ 798,923	\$ 533,081
TOTAL: Cumulative				\$ 798,923	\$ 1,332,004

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

1. **Contract Period (s):** 1/1/2013 -12/31/2014
2. **Wage Adjustments & Effective Dates:**

COLA: 95% Seattle June to June for 2013, 3.09%;
95% Seattle June to June for 2014, assumed at 2.00%.
Assumption per Forecasting Council.

Other:

Retro/Lump Sum Payment:
3. **Other Wage-Related Factors:**

Step Increase Movement: Provisions unchanged.

PERS/FICA: Payroll taxes assumed to be 14.98%.

Overtime:
4. **Other Cost Factors:**