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

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

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Seattle-King County Department of Public Health and the Department of Adult and Juvenile Detention and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters. The objective of this Agreement is to promote cooperation between the County and its employees. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

ARTICLE 2: NONDISCRIMINATION

Section 2.1 Non-discrimination. The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, marital status, pregnancy, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was

1 honorably discharged or who was discharged solely as a result of the person's sexual orientation or
2 gender identity or expression..

3 **Section 2.2 Avenue of Redress.** Complaints or charges under this Article shall only be
4 pursued through appropriate equal employment opportunity agencies or through reporting a complaint
5 to the Human Resources Manager or the Equity Workforce Manager pursuant to the King County
6 Nondiscrimination, Anti-Harassment & Inappropriate Conduct Policy, which can be found on the
7 Department of Human Resources website

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

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

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

21 **Section 3.3. Payroll Deduction.** Upon receipt of a written authorization individually signed by
22 an employee voluntarily, the County shall deduct from the pay of such employee who has so
23 authorized it the amount of dues and initiation fee or representational fees as certified by the
24 Association and transmit the same to the Association by the tenth (10th) of the month following the
25 payroll deduction date. The information will be provided in Excel, CSV or Tab Delimited format.

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

32 The Association will indemnify, defend and hold the County harmless against any claims made

1 and against any suit instituted against the County on account of any deduction of dues for the
2 Association. The Association agrees to refund to the County any amounts paid to it in error on account
3 of the deduction provision upon presentation of proper evidence thereof.

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

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

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

19 In addition, the County will provide a monthly roster list of new hires into the bargaining unit,
20 and also a list of terminations. The monthly roster list of new hires shall include first name, last name,
21 work email address, job classification, department, division, FTE status, and rate of pay. The
22 information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

23 **Section 3.7. New Employee Orientation.** The local Association unit chairperson or designee
24 will be allowed to meet during working hours for up to 30 minutes with a newly hired bargaining unit
25 employee within the new employee's (90) calendar days of employment per requirements in
26 41.56.037, to provide information on the Association and the contract. Upon request by the
27 Association, the County will allow a new employee time to meet with an Association representative
28 within the first (12) calendar days of employment.

29 **Section 3.8. Paid Status for Negotiation Team Members.** Each employee who participates
30 in bargaining as part of the WSNA bargaining team during the respective employee's work hours shall
31 remain on County paid status for no more than one hundred fifty (150) hours of County paid release
32 time for the bargaining sessions resulting in a labor agreement. If negotiations exceed one hundred

1 fifty (150) hours, WSNA will be responsible for requesting additional paid status hours for its
2 negotiation team members employed by the County.

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

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

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

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

28 **ARTICLE 4: MANAGEMENT RIGHTS**

29 **Section 4.1.** The Association recognizes the prerogatives of the County to operate and manage
30 its affairs in all respects in accordance with its responsibilities and powers of authority and to direct the
31 workforce except as may be limited by the express provisions of this Agreement. Such functions of
32 the County include, but are not limited to, determining the mission, budget, organization, number of

1 employees; recruiting, examining, evaluating, promoting, training, transferring employees consistent
2 with Article 11, and determining the time and methods of such action; disciplining, suspending,
3 demoting, or dismissing regular employees for just cause; assigning and directing the work force;
4 developing and modifying employee classifications; determining the method, materials, and tools to
5 accomplish the work; establishing reasonable work rules; establishing the hours of work and changing
6 work schedules consistent with Article 10; determining work locations; and the right to take whatever
7 actions may be necessary to carry out the Department's mission in case of emergency. The County
8 agrees to discharge any notice or bargaining obligations to the extent required by law.

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

16 **Section 4.3.** The Association recognizes the County's right to establish and/or revise
17 performance standards. Such standards may be used to determine acceptable performance levels and
18 to measure the performance of each employee against the standards. In establishing new and/or
19 revising existing performance standards, the County shall provide notice to the Association prior to
20 implementation.

21 **ARTICLE 5: CONFERENCE COMMITTEE**

22 The County jointly with the elected representative of the Association covered by Addendum A
23 of this Agreement shall establish a Supervisors' Conference Committee ("Conference Committee") to
24 assist with mutual problems regarding supervisory issues, and for the purpose of discussing and
25 facilitating the resolution of all problems which may arise between the parties other than those for
26 which another procedure is provided by law or by other provisions of this Agreement.

27 The function of the Conference Committee shall be limited to an advisory rather than a
28 decision-making capacity. Such Committee shall meet as mutually agreed, and shall consist of
29 representatives of the County and up to three employee representatives (excludes the WSNA
30 representative). The Association representatives may attend meetings upon invitation or after giving
31 prior notification to the Committee. When an issue is presented by the employee representatives at a
32 Conference Committee, and the issue is not resolved or has not been addressed to the satisfaction of

1 the Association within thirty (30) calendar days, the Association may reduce the substance of the issue
2 to writing indicating that it had been discussed in the Committee, and thereafter forward the issue to
3 the relevant Department Director and Chief Nurse Officer. After review by the relevant Director and
4 Chief Nurse Officer, the Nursing Office shall offer a response in writing to the issue raised by the
5 Association within thirty (30) calendar days clarifying the position of the Department relative to the
6 issue raised.

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

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

11 **Section 6.2. 2023 General Wage Increase (GWI).** Effective January 1, 2023, the
12 classification wages listed in Addendum A shall be increased by 4%.

13 **6.2.1. 2023 Ratification Incentive.** Upon County implementation of this Agreement,
14 employees in career service and TLT positions who were active employees on the date of Union
15 ratification shall receive a one-time payment of \$1000.

16 **Section 6.3. 2024 General Wage Increase (GWI).** Effective January 1, 2024, the
17 classification wages listed in Addendum A shall be increased by 4%.

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

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

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

31 **Section 6.6. Jail Assignment Premium.** Employees assigned to the Jail Health Services shall
32 receive a rate of pay that is 15% (fifteen percent) higher than the salary range for other non-jail

1 positions. The Jail Health Services rate thus becomes a “base” or “regular” rate of pay for this
2 assignment and is included in the computation for overtime and is payable for paid leave and holiday
3 pay.

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

8		
9	Evening Shift	\$2.50 per hour
10	Night Shift	\$4.00 per hour
11		

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

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

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

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

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

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

30 **Section 6.10. Bilingual Premium Pay.** Employees may be assigned in writing to provide
31 bilingual, interpreter and/or translation services to the Department and shall receive a premium of
32 twenty-five dollars (\$25.00) per biweekly pay period. This premium shall be provided prospectively

1 upon County implementation of this Agreement after Council ratification. The assignment will be
2 renewed annually and may be terminated at any time. It is understood by the parties that the work
3 performed by the bilingual speaker provided for under this section shall not supplant the work of the
4 Medical Interpreter/Translator. If the bilingual premium pay for other employees working in Public
5 Health is increased, then such increase will be extended to employees covered by this Agreement at the
6 same time. For FLSA non-exempt employees, bilingual premium pay shall be included in the
7 calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as
8 overtime under the FLSA.

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

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

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

28 **RN/PHN Certifications**

- 29 ● Certified Nurse Manager and Leader
- 30 ● CCHP-RN Certification
- 31 ● International Board-Certified Lactation Consultant (IBCLC)
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- Ambulatory Care Nursing
- Community Health Nursing
- Advanced Forensic Nursing
- Diabetes Management
- Nursing Case Management
- Pediatric Nursing
- Psychiatric-Mental Health Nursing
- Public Health Nursing—Advanced
- Certification Board of Infection Control and Epidemiology
- Medical-Surgical Nursing
- Pain Management Nursing
- Wound Care

6.12 Deferred Compensation. Beginning with the Effective Date of this Agreement, new employees will be automatically enrolled in the Deferred Compensation Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to “opt out” at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.

ARTICLE 7: HEALTH AND INSURANCE BENEFITS

Section 7.1. Health Benefits. King County presently participates in insured medical, dental, vision, long term disability, accidental death and dismemberment, and life insurance programs. The plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations, including the Association. The JLMIC has negotiated the benefits agreement for 2023 and 2024. The Association further agrees and adopts all terms and conditions of any successor JLMIC Agreement(s) through the duration of this Agreement or the term of the next successor JLMIC Agreement, whichever has a later expiration.

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

1 ordinance.

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

5 **ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS**

6 **Section 8.1. Conditions of Employment.** All nurses must meet licensing, security clearance,
7 credentialing, and certification requirements as a condition of hire and continued employment
8 pertaining to their position. Nurses working in positions at the detention facilities (e.g., KCCF, MRJC,
9 CFJC) must obtain and maintain security clearances to those facilities. Nurses failing to maintain
10 necessary licenses, security clearances, credentials or certifications may be issued disciplinary action,
11 up to and including, termination from employment.

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

- 14 ➤ Renewal for Registered Nurse License
- 15 ➤ Renewal for ANA Certification

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

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

23 **ARTICLE 9: MILEAGE AND PARKING**

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

28 **Section 9.2. Parking.**

29 **9.2. 1.** For those jail nurses who travel between jail facilities and use their personal
30 automobile, parking shall be provided downtown at the Department’s expense. The County shall make
31 parking options available in close proximity to the jail for employees working evening and/or night
32 shifts.

1 **9.2.2.** Due to extreme recruiting and retention challenges facing Jail Health Services,
2 nurses working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the
3 “After-Hours” rate. This benefit shall sunset on December 31, 2024, but may be extended by
4 agreement of the parties into the next contract term if severe recruiting and retention challenges
5 remain. Current practices relating to employee parking at the CCFJC will continue through the term of
6 this Agreement.

7 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

8 **Section 10.1. Workday.** Eight (8) hours shall constitute a normal day’s work and five (5)
9 consecutive days a normal week’s work. Per Section 10.8 other work schedules than (8) hours per day
10 and (5) consecutive days per week may be established.

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

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

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

24 **Section 10.5. Hours Worked in Excess of Forty in a Workweek (“FLSA Overtime”).** For
25 FLSA non-exempt employees only, all work performed over forty (40) hours in any one (1) FLSA
26 workweek shall be paid at the rate of one and one-half times the nurse’s FLSA regular rate of pay in
27 accordance with the FLSA (i.e., by multiplying the straight time rate of pay by all overtime hours
28 worked, plus one-half the employee’s hourly regular rate of pay times all overtime hours worked).

29 **Section 10.6. Hours Worked in Excess of Regularly Scheduled Day (“Daily Overtime”).**

30 **10.6.1.** FLSA non-exempt employees shall be eligible for contractual overtime (“Daily
31 Overtime”) provided they perform actual work hours on the same calendar day that are in excess of
32 their 8, 9, 10, 12 hour regularly scheduled shift or approved flex schedule of at least 8 hours, and

1 provided further that such work is authorized by the employee's supervisor. For employees in
2 temporary status (e.g., STT) that do not have a regular schedule, consecutive hours worked in excess of
3 an employee's scheduled shift of at least (8) hours in a workday shall be paid at the Daily Overtime
4 rate. Paid leave hours shall not count toward satisfying an employee's regularly scheduled hours in a
5 workday for purposes of Daily Overtime eligibility.

6 **10.6.2.** Daily Overtime shall be paid for at the overtime rate of one and one-half (1-1/2)
7 times the regular rate of pay.

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

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

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

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

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

32 **10.8.1. Type 1 Schedule Change.** The County will provide thirty (30) calendar days'

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

9 **10.8.2. Type 2 Schedule Change.** The County will provide employees forty-five (45)
10 calendar days' advance notice for work schedule changes involving the following:

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

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

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

20 **10.8.3. Type 3 Schedule Change.** In the event of County declared emergency,
21 temporary changes to employee schedules may be implemented with as much notice as possible given
22 the circumstances.

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

24 **10.9.1** An alternative work schedule is defined as any schedule of hours of work other
25 than the traditional five eight-hour days within a seven-day work week. The terms in this Section apply
26 only to employee requested alternate work schedules, not employer established alternate work
27 schedules. Examples of alternative work schedules include but are not limited to:

28 A. 4 - 10-hour workdays;

29 B. 9/80-off alternate work week schedule (the record keeping timesheet for this
30 schedule must be the one which meets the FLSA standards dividing between two work weeks mid shift
31 on the fifth day of work which is either 8 hours or a day off).
32

1 **10.9.2.** Nurses, individually or in groups, may request an alternate work
2 schedule. The request will be reviewed to see if it meets the business needs of the site. If more than one
3 nurse requests an alternate work schedule, the nurse with the greatest bargaining unit seniority at that
4 site/workgroup will be granted the alternative work schedule. If the request is denied, the basis for
5 the denial (an explanation of how/why the schedule does not meet the business needs of the site) will
6 be provided in writing to the employee. Additionally, the employee is entitled to have the decision on
7 the request reviewed by the Director or Deputy Director of Community Health Services, provided a
8 request for such review is made in writing within ten (10) business days of receipt of the initial
9 decision.

10 **10.9.3** In administering alternative work schedules, the following working conditions
11 shall prevail:

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

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

18 **10.10.1.** The establishment of employee work schedules is within the purview of
19 management. When changes to employee work schedule(s) are deemed necessary, management will
20 first discuss such needs with the impacted employee(s) with the aim of reaching mutual agreement on
21 the schedule change.

22 **10.10.2.** Absent mutual agreement, minor schedule change(s) may be implemented with
23 (30) calendar days' notice to impacted employee(s). Major work schedule change(s) (e.g., day to
24 evening shift) will be effective with (60) calendar days' notice after the final work schedule is
25 determined. In this circumstance, the County will also notify the Association of the change, and if
26 requested bargain impacts on wages, hours, and working conditions. If more than (1) involuntary
27 schedule change is proposed at a time, impacted employees will be allowed to select based on seniority
28 from among the work schedules that have been modified.

29 **10.10.3.** In the event of County declared emergency, temporary changes to employee
30 schedules may be implemented with as much notice as possible given the circumstances.

31 **Section 10.11. FLSA Exempt Positions.** Employees allocated to the classification of Nurse
32 Manager (including Nurse Manager - Jail) and, employees allocated to the classification of Personal

1 Health Services Supervisor (Clinic) are exempt from the overtime provisions of the Fair Labor
2 Standards Act (“FLSA”) and are not overtime eligible.

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

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

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

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

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

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

28 B. Interview screened applicants meeting minimum qualifications from within the
29 bargaining unit.

30 C. Make selections for promotional positions in accordance with appropriate personnel
31 regulations and ordinances.

32 **Section 11.4. Lateral Voluntary Transfer.** The County may initiate a lateral voluntary

1 transfer process by posting the open position opportunity for not less than ten (10) business days to
2 bargaining unit employees in an individual Division in Public Health (e.g. Jail Health Services or
3 Community Health Services) or to the bargaining unit as a whole. Upon notice by the County, an
4 eligible bargaining unit employee within the scope of the process may request to voluntarily transfer if
5 they are in the same classification or equivalent classification. In exercising this discretion, the County
6 will consider operational need, relevant expertise and experience for the position (inclusive of
7 experience with communities served by the position), and the preferences and seniority of the
8 candidate(s).

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

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

19 **Section 11.5. Involuntary Transfer.** When the Department intends to transfer an employee,
20 the Department will first seek a volunteer for transfer. Absent volunteers or approved voluntary
21 transfer(s), the County may fill a position by involuntarily transfer, moving an employee from one
22 position to another position within the same division and the same classification with (45) calendar
23 days' notice. The County will not involuntarily transfer an employee from a non-jail position to a jail
24 position or vice-a-versa or from one division to a different division, nor from the north sector to the
25 south sector (and vice versa) – except for jail facility transfers. In the event of a jail facility involuntary
26 transfer, KCCF and MRJC are considered the same sector and involuntary transfers can occur between
27 the two facilities.

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

31 Involuntary transfers may result in a change in regularly scheduled work hours (or pattern for
32 JHS), work location, and working conditions consistent with the new position, but the employee shall

1 maintain their total workweek hours consistent with their position FTE status (e.g., status of being a
2 1.0 FTE = 40 hrs./week shall remain unchanged). An employee who receives an involuntary transfer
3 notice may choose to be laid off and placed on the layoff recall list. If the employee is involuntarily
4 transferred, the employee will not be required to serve a probationary period or trial service period.

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

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

9 **11.6.1. New Hire Wage Placement.** When an employee is hired into the bargaining
10 unit, including both external candidates and current King County employees in the WSNA Staff
11 contract (e.g., promotional candidates Registered Nurse position to Personal Health Services
12 Supervisor), the employee will be placed by the County at up to Step 11 of the salary range for the
13 respective classification. To determine step placement, the County will use the criteria below, and may
14 also consider relevant experience, operational needs, and budget to provide a higher step placement
15 above the criteria below.

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

18 **B.** Program management, staff development and training QI/QA, evaluation, clinical
19 teaching or other leadership experience (2) years = (1) step with (2) step maximum;

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

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

24 **11.6.2. Salary Step Placement for Voluntary Lateral Transfer.** Employees who
25 voluntarily transfer will not have a change in pay, except employees that transfer from the jail to a non-
26 jail position of the same job title or from a non-jail to jail position shall remain at the same salary step
27 number of the applicable salary range. For example, a Personal Health Services Supervisor at Step 7
28 on the jail salary range who transfers to a non-jail position shall be placed on Step 7 of the non-jail
29 range. In addition, employees may also increase or decrease their FTE status (i.e. regularly scheduled
30 workweek hours) in accordance with the FTE status of the new position.

31 **11.6.3. Involuntary Transfer Wage Placement.** Employees involuntarily transferred
32 will not have a change in their current hourly pay rate as a result of the transfer.

1 **11.6.4. Salary upon Reclassification or Promotion.** An employee who is
2 promoted shall be placed either in the first step of the new salary range or at the step which is nearest
3 to but not less than two steps more than the employee’s former salary step, whichever is greater, but
4 not to exceed the top step of the new salary range. If an Assistant Personal Health Services Supervisor
5 position is reclassified to a Personal Health Services Supervisor classification, the wage rate of the
6 incumbent employee will be adjusted to the next step increase, similar to a promotion. When
7 promotional movement between job titles also involves a movement to or from the jail, salary step
8 placement shall first be determined per transfer procedures in the current job title, prior to determining
9 the appropriate promotional salary step placement.

10 **11.6.5. Salary upon Reclassification or Promotion: Non-exempt Position to**
11 **Exempt Position.** A non-exempt employee who is promoted to an exempt position shall be placed at
12 the pay step in the higher salary range resulting in an increase that constitutes an approximately five
13 percent (5%) increase above the former actual base rate of pay¹. In the event that the actual base rate
14 of pay and longevity pay, provided in this Agreement, at the time of promotion, exceeds the new
15 promotional rate (approximately five percent (5%) above the former actual base rate), the employee
16 shall be y-rated (frozen) at the former actual base rate of pay and longevity pay added. In no event will
17 an employee be placed above the maximum of the pay range.

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

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

24 If the County extends an employee’s probation, the employee will receive a written notice
25 about the extension, the reason(s) for the extension, and its duration in a timely manner. The County
26 will also provide the Association with a copy of the probation extension for informational purpose. A
27 probationary employee, regardless of what step they are placed on, will advance one (1) step upon
28 successful completion of their probationary term, not to exceed the top step of the applicable wage
29 range.

30 **Section 12.2. Performance Evaluations.**

31
32

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

1 **12.2.2.** The County shall maintain a performance evaluation system relating to
2 employees covered by this Agreement. Employees should be evaluated at least once during their
3 probationary period and annually thereafter. The performance evaluation system shall be used as a
4 method in measuring an employee’s performance in accomplishing, in the most efficient and effective
5 manner, the goals and objectives of the County as they relate to employees covered by this Agreement.
6 The performance evaluation system shall encompass performance expectations based upon the goals
7 and objectives of the position being evaluated. The performance evaluation system to be used by the
8 County will be presented to the Conference Committee for review and comment prior to adoption.

9 **12.2.3.** The performance evaluation system devised by the County must, among any
10 other criteria determined by the County, encompass performance expectations based upon the goals
11 and objectives of the County, assigned duties, County policies and procedures, County operating
12 instructions, any written document promulgated by or adhered to by the County pertaining to
13 employees covered by this Agreement, or any work practices pertaining to employees covered by this
14 Agreement.

15 **12.2.4.** The evaluation shall be prepared on a format devised by the County and
16 presented by an evaluator who has been instructed in the method of evaluation used and who has been
17 responsible for the supervision of the evaluatee’s work.

18 **12.2.5.** The evaluation must be prepared prior to and presented to the affected employee
19 at an evaluation conference which must be conducted by the person writing the evaluation. The
20 evaluatee has the responsibility to participate in the evaluation conference and to improve work
21 performance in any area where performance deficiencies are found to exist. The employee’s direct
22 supervisor is responsible for providing ongoing feedback to employees. The goal of such feedback is
23 to assist the employee’s efforts to improve such performance deficiencies.

24 **12.2.6.** The evaluation shall be signed and dated by both the evaluator and evaluatee to
25 signify that the evaluation has been reviewed in conference and the evaluatee shall, upon request, be
26 given a copy of his/her evaluation. The employee’s signature indicates receipt of the evaluation but
27 does not necessarily mean agreement. In addition, the evaluatee may, during said conference, or
28 within two (2) weeks after the conference, comment in writing relative to the substance of the
29 evaluation either on the evaluation form or have his/her written comments affixed to the evaluation.

30 **Section 12.3 Performance Improvement Plan (PIP).** The County may propose a PIP in
31 accordance with this section. A PIP is defined as a written plan of limited duration created by
32 management for the purpose of identifying areas of improvement expected of an employee. Such plan

1 shall contain a description of specific deficiencies in performance and specific steps the employee may
2 take to improve performance. A PIP shall identify available assistance, such as classes or training, in
3 achieving improvement, and shall contain a schedule of regular meetings with appropriate supervisors
4 to monitor progress. A PIP shall have a clear and established end date. After a PIP is provided to the
5 employee, the Association may ask to convene a meeting with the appropriate manager and the
6 employee to discuss the PIP terms. The County shall provide a copy of a PIP to the Association upon
7 request by the employee or the Association.

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

15 **12.4.1.** At the employee's request, materials relating to letters of counseling/expectation
16 will be removed from the employee's personnel file after a twelve (12) month period, unless another
17 act of misconduct has been committed during the twelve (12) month period.

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

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

- 25 A. Oral reprimand (reduced to writing)
- 26 B. Written reprimand
- 27 C. Suspension (or Demotion if deemed appropriate by the County)
- 28 D. Termination
- 29

30 The type and level of disciplinary action will be determined by the nature and severity of the
31 behavior and/or performance deficiency leading to disciplinary action. The nurse shall have the right
32 to the attendance of a representative at disciplinary and/or investigatory meetings. The County does not

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

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

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

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

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

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

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

28 **ARTICLE 14: SPECIAL DUTY**

29 **Section 14.1. Definitions.**

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

1 **14.1.2.** Temporary employees, including TLTs, are not eligible for special duty
2 assignments.

3 **14.1.3.** Base Position – The employee’s underlying position while on special duty
4 assignment.

5 **14.1.4.** Base Union – The union that represents the employee’s base position.

6 **14.1.5.** Acting Union – The union that represents the special duty position or body of
7 work.

8 **Section 14.2. Duration.**

9 **14.2.1.** Depending on the type of special duty assignment needed, an assignment may
10 be made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following
11 circumstances:

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

14 **i.** Due to work that exceeds either the volume and/or complexity of what is
15 routine, and is for a limited duration;

16 **ii.** Due to unforeseen work caused by unique circumstances, which are not
17 expected to reoccur; or

18 **iii.** Needed to either develop and/or implement, a new function, system, or
19 proposal.

20 **iv.** To backfill for a vacant regular position.

21 **B. Up to Three Years** – Shall be approved by the Director of Human Resources or
22 designee:

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

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

27 **i.** To backfill a regular position, when:

28 **1)** An employee is absent because of an extended leave of absence for a
29 medical reason;

30 **2)** An employee is absent because of military service; or

31 **3)** An employee is absent because of a special duty or other assignment.

32 **ii.** To staff or backfill staff on a clearly defined grant-funded, capital

1 improvement, or information systems technology project.

2 **14.2.2.** FLSA-exempt special duty assignments shall be made in full-week increments,
3 from Saturday through Friday.

4 **14.2.3.** An employee’s special duty assignment may be ended due to extended absences
5 (e.g., 30 calendar days or more) at the discretion of the County.

6 **Section 14.3. Recruitment.**

7 **14.3.1.** Special duty positions shall be posted, and a selection process will be conducted
8 for special duty assignments.

9 **14.3.2.** The county reserves the right to fill with a special duty position while
10 conducting a selection process.

11 **14.3.3.** If an employee is hired into a Career Service position and served in a special
12 duty capacity in that same position within six months of that hire, the employee shall receive credit
13 towards the employee’s probationary period for the time served in the special duty role.

14 **Section 14.4. Pay.**

15 **14.4.1.** An employee on special duty will be placed at the first step of the special duty
16 classification pay range or be given a flat 5% above the employee’s hourly rate of pay (inclusive of
17 longevity if applicable), whichever is higher.

18 **14.4.2.** If an employee’s pay in their base position includes longevity pay the special
19 duty assignment is calculated using the longevity pay amount while in special duty.

20 **14.4.3.** An employee on special duty will continue to advance through the salary steps
21 of his or her base pay range while on special duty. If the employee is at his or her top step in the base
22 classification, the employee will be eligible for step increases in the special duty classification.

23 **14.4.4.** Special duty pay shall not be considered part of an employee’s pay rate for
24 purposes of pay rate determination as a result of promotion or reclassification, cash-out of vacation or
25 sick leave, or vacation or sick leave donations.

26 **14.4.5.** If the special duty assignment is FLSA non-exempt, the employee’s special
27 duty pay will be used for the computation of overtime and compensatory time.

28 **14.4.6.** When the special duty assignment is completed, the employee’s pay shall revert
29 to the pay rate the employee would have received if the employee had not been assigned to special
30 duty.

31 **14.4.7.** Compensation, hours of work, and applicable contractual working conditions
32 shall be consistent with the acting (i.e., special duty) union’s collective bargaining agreement from the

1 time the employee is placed in the assignment until the time the employee returns to his or her base
 2 position. Contractual provisions relating to the base position (i.e., reduction in force and seniority)
 3 shall continue to apply during the special duty assignment.

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

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

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

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment. Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment.	The employee must use accrued executive leave while in the special duty assignment and by December 31

	<p>The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.</p>	<p>of the year in which it is awarded. Executive leave cannot be cashed out.</p>
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ARTICLE 15 : HOLIDAYS

Section 15.1. Holidays Observed.

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

New Year’s Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Indigenous Peoples’ Day	Second Monday in October
Veteran’s Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
Two (2) Personal Holidays	

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

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

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

Section 15.3. Qualifications for Holiday Pay. To qualify for holiday pay, employees covered by this Agreement must have been on pay status their normal work day before or their normal work

1 day following the holiday; provided, however, employees returning from non-pay leave starting work
2 the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
3 This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of
4 absence requested by the Department.

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

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

18 **Section 15.6. Holiday Pay for Non-Exempt Employees on Alternative Work Schedules.**
19 Employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted
20 no more than one hundred twelve (112) holiday hours per year. Regular part-time employees
21 scheduled to work twenty (20) or more hours per week shall be granted a proportionate amount of
22 holiday hours. For instance, an employee scheduled to work twenty hours per week shall be granted
23 one half, fifty-six (56) hours, of the one hundred twelve (112) holiday hours. This section does not
24 apply to exempt employees.

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

28 **ARTICLE 16: VACATION LEAVE**

29 **Section 16.1. Vacation Leave (Accrual Eligibility).** Comprehensive leave eligible employees
30 ("Eligible Employees") shall accrue vacation leave time. Employees in short-term temporary
31 employment status are ineligible for vacation leave accrual.

32 **Section 16.2. Vacation Leave (Accrual Rate).** Eligible Employees shall accrue vacation leave

1 time at the applicable hourly rate depending on their months of service for each hour in pay status
 2 excluding overtime hours.

3	4	5	6
Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
7	0-4	12	96
8	5-7	15	120
9	8-9	16	128
10	10-15	20	160
11	16	21	168
12	17	22	176
13	18	23	184
14	19	24	192
15	20	25	200
16	21	26	208
17	22	27	216
18	23	28	224
19	24	29	232
	25	30	240

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

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

28 **Section 16.5. Maximum Vacation Accrual.** Eligible Employees shall accrue vacation leave
 29 from their date of hire in a benefit eligible position. The maximum vacation accrual is 480 hours for
 30 employees hired on or before December 31, 2020. For eligible employees hired on or after January 1,
 31 2021, the maximum vacation accrual shall be 320 hours. Failure to use vacation leave beyond the
 32 maximum accrual amount by December 31 will result in forfeiture of excess vacation leave, unless the

1 County has approved a carryover of the vacation leave because of cyclical workloads, work
2 assignment or other reasons as may be in the best interest of the County.

3 **Section 16.6. Vacation Payoff upon Separation.**

4 **16.6.1.** Eligible Employees shall be paid for accrued vacation leave to their date of
5 separation up to the vacation accrual cap, if they have successfully completed their first six months of
6 County service. Payment shall be the accrued vacation leave multiplied by the employee's hourly rate
7 of pay (plus longevity if applicable) that is in effect upon the date of leaving County employment, less
8 mandatory withholdings, and if applicable subject to any VEBA plan election by the bargaining unit.

9 **16.6.2.** In the case of separation from County employment by death of an employee
10 with accrued vacation leave that has also successfully completed their first six (6) months of County
11 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the
12 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

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

17 **ARTICLE 17: SICK LEAVE**

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

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

32 **Section 17.3. STT Sick Leave (Accrual Rate).** Employees that are in STT employment status

1 shall accrue sick leave at the rate of 0.025 hours for each hour in pay status.

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

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

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

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

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

- e. A stepparent;
- f. A legal guardian; or
- g. A person who stood or stands in loco parentis to the employee, employee’s spouse or employee’s domestic partner;

- 3. A spouse;
- 4. A domestic partner;
- 5. A grandparent;
- 6. A grandchild; or
- 7. A sibling.

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

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

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

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

Section 17.9. When sick leave is taken to care for a family member the employee shall choose at the start of the leave whether the leave will be paid or unpaid, unless the employee has been approved to receive, and is currently on PFML. While taking leave for family reasons, if covered under the WSFCA, the employee may also choose the type of paid leave used available to them (e.g., sick leave, vacation).

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

1 discipline.

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

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

10 **Section 17.13. Retirement Separation: Sick Leave Payoff.** Eligible Employees who have
11 successfully completed at least five years of County service and who retire as a result of length of
12 service or who terminate by reason of death shall be paid, or their estates shall be paid as provided for
13 by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave
14 multiplied by the employee's hourly rate of pay, plus longevity pay if applicable, in effect upon the
15 date of leaving County employment, less mandatory withholdings and subject to any VEBA plan
16 election by the bargaining unit. Retirement as a result of length of service means an employee is
17 eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle
18 Retirement Plan immediately upon terminating County employment. A retiree who cashes out their
19 sick leave and is rehired within (12) months of separation is entitled to have the remaining sixty-five
20 percent (65%) of their sick leave (or, VEBA participants, the percentage of sick leave not transferred to
21 their VEBA account) restored. Said employees will not be eligible for an additional sick leave cashout
22 upon leaving county employment.

23 **ARTICLE 18: FAMILY AND MEDICAL LEAVE**

24 **Section 18.1. Federal Family and Medical Leave Act.**

25 **18.1.2.** As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993,
26 an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve
27 month period for the employee's own qualifying serious health condition that makes the employee
28 unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying
29 serious health condition, to bond with a newborn child, adoption or foster care placement (leave must
30 be taken within one year of the child's birth or placement), or for qualifying exigencies related to the
31 foreign deployment of a military member who is the employee's spouse, child or parent. An eligible
32 employee who is a covered service member's spouse, child, parent, or next of kin may take up to

1 twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the service
2 member with a serious injury or illness.

3 **18.1.3.** The leave may be continuous or intermittent, when medically necessary.
4 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
5 care child may only be taken when approved.

6 **18.1.4.** In order to be eligible for FMLA, an employee must have been employed by
7 King County for at least twelve months and have worked at least 1,250 hours in the twelve-month
8 period prior to the commencement of leave.

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

10 **18.2.1.** As provided by King County Code, an eligible employee may take up to
11 eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single
12 twelve month period for the employee’s own qualifying serious health condition, to care for an eligible
13 family member who has a qualifying serious health condition, to bond with a newborn child, adopted
14 child or foster care placement (leave must be taken within one year of the child’s birth or placement),
15 and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State
16 Family Leave Act, or other family and medical leaves available under federal or state law.

17 **18.2.2.** The leave may be continuous or intermittent, when medically necessary.
18 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
19 care child may only be taken when approved. King County Family and Medical Leave shall run
20 concurrently with other federal, state and county leaves to the extent allowed, including but not limited
21 to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the
22 Washington State Family Care Act.

23 **18.2.3.** In order to be eligible for leave under this Article, an employee must have been
24 employed by King County for at least twelve months and have worked at least 1,040 hours in the
25 preceding twelve month period for a forty-hour week employee or 910 hours in the preceding twelve
26 month period for a thirty-five hour week employee.

27 **18.2.4.** An employee who returns from King County Family and Medical Leave within
28 the time provided under this Article is entitled to the same position occupied when the leave
29 commenced or a position with equivalent pay, benefits and conditions of employment.

30 **Section 18.3. FMLA Leave to Care for an Active Duty National Guard or Reserve**
31 **Member.** Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave
32 during any 12-month period because of any qualifying exigency as defined by the Department of

1 Labor arising out of the fact that the spouse, son, daughter, or parent of the nurse is on active duty in
2 the National Guard or Reserves in support of a contingency operation. Examples of qualifying
3 exigencies include issues arising from a covered military member's short-notice deployment, making
4 or updating financial and legal arrangements to address a covered military member's absence, or
5 attending military events and related activities.

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

15 **Section 18.5. Washington Paid Family and Medical Leave Program.** The state program
16 provides partial wage replacement while on leave for eligible employees who have a serious health
17 condition. It also covers times where an employee is called upon to care for a covered family member
18 who has a serious health condition or leave to bond with a new child. The program covers the same
19 military service exigencies covered by the Family and Medical Leave Act. For details about the
20 program and eligibility, employees should contact the Washington State Employment Security
21 Department. Should the County agree to allow supplemental benefits (i.e. employees permitted to
22 receive PFML payments concurrent with County paid leave to receive full wage replacement) for any
23 other non-interest arbitration eligible bargaining unit, this contract will be reopened to bargain over
24 this Article.

25 **ARTICLE 19: PARENTAL LEAVE**

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

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

32 **Section 19.3. Benefit Amount.** An employee's supplemental parental leave benefit is

1 calculated based on the employee’s accrued leave balances at the time of the birth, adoption, or foster-
2 to-adopt placement (“qualifying event”). In cases of adoption or foster-to-adopt placement, the
3 qualifying event occurs when the child is legally placed with the family. The employee will receive
4 the equivalent of his or her full salary for up to a total of twelve weeks, when combined with the
5 employee’s accrued leave (except for one week of sick leave and one week of vacation leave, or the
6 equivalent for Benefit Time). The employee is permitted to use the supplemental leave first.
7 Additionally, the employee may choose to take less than twelve weeks of leave. King County
8 Supplemental Paid Parental Leave is not subject to cash out. An employee who does not return to
9 work for at least 6 months of continuous service following the leave, will be required to reimburse
10 King County for the supplemental leave funds received.

11 **Section 19.4. Benefit Period.** King County Paid Parental Leave must be used within twelve
12 months of the qualifying event. An employee may use King County Paid Parental Leave on an
13 intermittent or part-time basis, as long as it is consistent with the department’s operational needs, and it
14 is approved in writing by the employee’s supervisor prior to the leave.

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

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

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

26 **Section 19.8. Relationship to Washington State Paid Family and Medical Leave.**
27 Provisions of the County’s current Paid Parental Leave program are separate from the Washington
28 State Paid Family and Medical Leave program, which may provide for paid leave benefits in addition
29 to those provided for in this Article.

30 **ARTICLE 20: DOMESTIC VIOLENCE LEAVE**

31 Pursuant to RCW chapter 49.76, if nurses are victims of domestic violence, sexual assault or
32 stalking, they may take reasonable leave from work, intermittent leave or leave on a reduced leave

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

13 **ARTICLE 21: DONATED LEAVE**

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

17 **Section 21.2. Employee to Employee Donations.**

18 **A. Paid Leave Donation.** Any comprehensive leave eligible employee may donate a
19 portion of their accrued sick leave or vacation leave hours to another comprehensive leave eligible
20 employee consistent with this Article.

21 **B. Approval for Donations.** Donations require written approval from the
22 comprehensive leave eligible donating and receiving employees’ directors. If approved, the donated
23 leave will be available the pay period after the donation is processed by Department of Human
24 Resources.

25 **C. Donation of Vacation Leave hours.** An employee is limited to donating 80 hours of
26 accrued vacation per calendar year to this fund, unless the employee’s department director approves a
27 greater amount Donated vacation leave will be converted to sick leave and placed in the receiving
28 employee’s donated sick leave bank provided the receiving employee meets the eligibility
29 requirements under 21.2(F). The amount of donated vacation time cannot exceed the donating
30 employee’s leave accrual balance at the time of donation.

31 **D. Sick leave hours and Extended Sick Leave (ESL) hours.** An Employee is limited
32 to donating a total of 25 hours of accrued sick leave or ESL per calendar year, provided the donating

1 employee’s leave balance will be 100 hours or more following the donation

2 **E. Donation limits** are exclusive of donations to the Emergency Medical Leave Fund
3 under Section 21.5.

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

5 1. The receiving employee must have exhausted all paid leave accruals (e.g
6 vacation leave, sick leave, comp-time) to use donated leave.

7 2. The employee can only use donated leave for FMLA qualified reasons and
8 must be FMLA eligible.

9 **G. Calculation of Donated Vacation and Sick Leave.** Sick leave and vacation hours
10 donated shall be converted to a dollar value based on the donor’s straight time hourly rate at the time
11 of donation. Such dollar value will then be divided by the receiving employee’s hourly rate to
12 determine the actual number of hours received and placed in the receiving employee’s donated sick
13 leave bank.

14 **H. No Reversion of Donated Leave.** Donated sick leave and vacation leave hours
15 remain with the recipient and do not revert to the donor.

16 **Section 21.3. No accruals on donated leave.** Vacation and sick leave will not accrue on
17 donated leave as it is used.

18 **Section 21.4. Comprehensive Leave Eligible Employee donations to an Emergency**
19 **Medical Leave Fund – Pilot Program.**

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

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

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

30 D. **Sick leave hours.** An employee can donate up to 25 hours of their accrued sick leave
31 per year to this Fund, provided the donating employee’s sick leave balance will be 100 hours or more
32 following the donation.

E. Process and Conditions to receive hours from the Emergency Medical Leave

Fund.

1. The comprehensive leave eligible employee must submit a request to DHR for hours.

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

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

4. The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is considered to be 3 or more consecutive days. An employee may use donated leave intermittently after the employee’s prolonged absence if the conditions in 2 and 3 above are met.

5. The maximum donation an employee can receive is up to 80 hours based on the employee’s normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70 hours), or 80 hours for employees on the semi-monthly payroll period who are normally scheduled for 40 hour workweeks, prorated for part-time employees.

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

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

F. Calculation of Donated Leave. All donated hours shall be converted to a dollar value based on the donor’s straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee’s straight time hourly rate to determine the actual number of hours received. Hours received will be placed in the employee’s donated sick leave bank.

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

H. No Revision of Donated Leave. Donated hours not used by the donee within 60 days of being awarded remain in or are returned to the Emergency Medical Leave Fund and do not revert to the donor.

Section 21.5. No Cash Out of Donated Leave. Donated leave hours are excluded from all

1 payouts and restorations in this Agreement.

2 **Section 21.6. No accruals on donated leave.** Vacation and sick leave will not accrue on
3 donated leave as it is used.

4 **Section 21.7 Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

5 The executive may implement a process providing the opportunity for comprehensive leave eligible
6 employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash
7 donation. This process must conform to KCC 3.12.222, as amended.

8 **Section 21.8 Donation to an Account or Program to Benefit Children of Deceased**

9 **Employee.** If an employee dies during employment, the executive may implement a process providing
10 a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued
11 vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the
12 deceased employee who are under 23 years old at the time of the employee’s death. This process must
13 conform to KCC 3.12.224, as amended.

14 **ARTICLE 22: BEREAVEMENT LEAVE**

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

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

- 20 A. spouse or domestic partner; or
- 21 B. legal guardian, ward, or any person whom the employee has legal custody; and
- 22 C. the following family members of the employee, the employee’s spouse, or the
23 employee’s domestic partner:
 - 24 1. a child;
 - 25 2. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a
26 person who stood or stands in loco parentis);
 - 27 3. a grandparent;
 - 28 4. a son or daughter-in-law;
 - 29 5. a grandchild; or
 - 30 6. a sibling.

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

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

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

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

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

14 It is hereby agreed that the proceeding sections, do not, in any way, interfere with the
15 department head’s authority to grant or deny leave with or without pay and with or without related
16 expenses.

17 **Section 23.2. Continuing Education Time.** The County shall provide all employees with a
18 minimum of five (5) days of paid leave annually for purposes of attending professional meetings,
19 seminars and classes to earn continuing education. Continuing education requests necessary to
20 maintain licensure will be given priority. For purposes of this section, professional meetings shall be
21 defined as: short-term conferences for professional growth and development of the individual nurses
22 related to nursing, and/or meetings and committee activities of the professional association at the
23 national, state or district level which are designed to develop and promote the programs of the
24 professional association in improving the quality and availability of nursing service and health care or
25 training. Conferences or portions of conferences relating solely to union business are not considered
26 professional meetings.

27 **ARTICLE 24: MILITARY LEAVE**

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

30 **Section 24.2. RCW 38.40.060 Military Leave for Public Employees.** Every officer and
31 employee of the state or of any county, city or other political subdivision thereof who is a member of
32 the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of

1 the United States, or of any organized reserve or armed forces of the United States shall be entitled to
2 and shall be granted military leave of absence from such employment for a period not exceeding
3 twenty-one (21) days during each year beginning October 1st and ending the following September
4 30th. Such leave shall be granted in order that the person may report for required military duty,
5 training or drills, including those persons in the National Guard. Such military leave of absence shall
6 be in addition to any vacation or sick leave to which the officer or employee might otherwise be
7 entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of
8 military leave, the officer or employee shall receive from the state, or the county, city, or other political
9 subdivision their normal pay.

10 **Section 24.3. RCW 49.77.030 Entitlement to Leave.** During a period of military conflict a
11 nurse who is the spouse of a member of the armed forces of the United States, or the National Guard or
12 Reserves, who has been notified of an impending call or order to active duty, or has been deployed, is
13 entitled to a total of fifteen (15) days of unpaid leave per deployment. Fifteen days of unpaid leave
14 will be granted after the military spouse has been notified of an impending call or order to active duty
15 and before deployment or when the military spouse is on leave from deployment. Any combination of
16 leave without pay, compensatory time, vacation leave, sick leave and/or personal holiday may be used,
17 at the nurse's discretion. Nurses must provide the County with notice, within five (5) business days of
18 receiving official notice of an impending call or order to active duty or of a leave from deployment, or
19 of the nurse's spouse's intention to take such leave under the circumstances stated above.

20 **ARTICLE 25: JURY DUTY LEAVE**

21 An employee shall suffer no monetary loss while on jury duty. The amount of any
22 compensation derived from jury duty during the employee's normal work schedule, except for
23 transportation allowance, shall be deducted from the gross pay due the employee for such period;
24 provided that an employee excused by the court on any day of such duty falling within their normal
25 (non-evening, non-night) work schedule shall notify their supervisor and if so directed report for work
26 for the balance of their normal shift.

27 An employee who is scheduled off work during a period when called to serve jury duty will not
28 suffer a loss of income as a result of serving jury duty. An employee who is scheduled to work either
29 evening or night shifts while on jury duty shall not be required to report to work on any day when jury
30 duty, including travel time, requires three or more hours of attendance. An employee who does not
31 work their scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result
32 of serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16)

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

4 **ARTICLE 26: EXECUTIVE LEAVE**

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

8 **ARTICLE 27: UNPAID LEAVES OF ABSENCE**

9 **Section 27.1. Leaves of Absence.** Leaves of absence shall be administered in accordance with
10 the County Personnel Guidelines.

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

16 **ARTICLE 28: SAFETY STANDARDS**

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

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

21 **Section 28.3 Personal Protective Equipment (PPE).** The County shall make all reasonable
22 efforts to ensure that employees are supplied with the proper PPE required for their position. If the
23 County is unable to provide the proper PPE, employees will also be permitted to use their own
24 personal PPE on the job provided the PPE does not interfere with their duties, is appropriate for the
25 workplace and complies with the County’s safety requirements.

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

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

29 **29.1.2. Seniority.** The employee’s total uninterrupted time in the bargaining unit,
30 measured as total compensated hours excluding overtime, and up to a cap of 2088 hours for each
31 consecutive 12-month period. If two employees have equal seniority, seniority shall be determined by
32 the adjusted service date reflecting the employee’s date of hire into a King County Career Service

1 position. A Career Service employee covered by this Agreement who separates from a Career Service
2 bargaining unit position in good standing and returns to a Career Service bargaining unit position
3 within two years of separation, will be credited with previously accrued bargaining unit seniority.

4 **29.1.3. Layoff.** Involuntary termination of employment or involuntary
5 reduction/increase of work hours due to the elimination/reduction/increase of the position or its work
6 hours for reasons of budget, efficiency or reorganization. An involuntary increase or reduction in the
7 regular working hours of a position shall create the same vacancy placement and bumping rights for
8 employees whose hours are increased/reduced as are created by the terms of this Article for whose
9 position is being eliminated, except as provided otherwise by the Part-Time Employment Program.

10 **29.1.4. Qualified.** The employee possesses the necessary knowledge, skills and abilities
11 to competently perform the duties of a position; including required licenses and/or certifications, and
12 would be eligible to be appointed to the position as a new hire. The determination of whether an
13 employee is qualified is made by the Chief Nurse Officer at the time of the Employee RIF Notice.

14 **29.1.5. Trial Service Period (TSP).** For purpose of this Section, if an employee is
15 required to serve a TSP pursuant to this Article, and the TSP is terminated by the employee or the
16 County according to the TSP terms stated in Article 34.7, the-employee will be placed in layoff recall
17 for a period of (2) years consistent with this Article.

18 **29.1.6. Layoff Divisions.** Bargaining unit employees are in positions located in multiple
19 departments and divisions in Public Health and the Department of Adult and Juvenile Detention. Each
20 division shall be considered a Layoff Division. All bumping shall be limited to positions in the same
21 Layoff Division where a position is being eliminated. A bargaining unit employee can only bump other
22 less senior bargaining unit employees within their Layoff Division and cannot bump employees
23 outside their Layoff Division.

24 Examples of current Layoff Divisions:

- 25 1. Nursing Office
- 26 2. Community Health Services
- 27 3. Prevention
- 28 4. Jail Health Services
- 29 5. Juvenile Detention

30 **29.1.7. Employment Sector.** Means the locality of the assigned work site of the
31 employee subject to layoff:

- 32 A. Jail Health Services (JHS) Sector; includes

1 i. King County Correctional Facility

2 ii. Regional Justice Center Jail

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

5 C. South Sector; sites includes south of I-90 plus sites in South Region A and
6 South Region B.

7 **Section 29.2. RIF Process: Individual Career Service Position**
8 **29.2.1. Introduction.** When
9 the Department determines there is a need to eliminate a position, or reduce or increase the working
10 hours of an individual existing position, the Department shall identify by job class and work site which
11 position is to be eliminated or subject to involuntary increase or decrease in work hours. In the case of
12 an involuntary increase or decrease in the work hours of a position, an affected employee shall first be
13 given the ability to voluntarily accept the new work hours. The RIF Process outlined below shall not
14 apply if an involuntary increase or decrease of a position’s work hours occurs pursuant to the terms of
15 the Part-Time Employment Program.

16 **29.2.2. Employee RIF Notice.** A Career Service employee in a position impacted by
17 layoff shall be notified at least (30) calendar days prior to the effective date of such layoff. The notice
18 will include relevant information for the nurse to select Steps below, including notice of all available
19 vacant bargaining unit positions. An informational copy of the notice will be provided to the
20 Association.

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

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

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

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

8 If there are no vacancies the employee can fill per Step 2, the employee can choose to proceed
9 to Step 3 or directly to Step 4.

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

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

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

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

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

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

1 **29.2.4 EXCEPTION.** Modification to seniority-based bumping in (Step 4 and 5) above
2 may be authorized by the Chief Nurse Officer in consultation with manager/designee and human
3 resources. Notice shall be provided to the Association that bumping out of seniority order is necessary
4 to retain essential skills and qualifications.

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

6 **29.3.1. Introduction.** When the Department determines the need to eliminate or
7 change the work hours of multiple positions, the incumbents in the positions to be affected shall be
8 notified at least (30) calendar days prior to the effective date of the RIF (i.e., via Employee RIF
9 Notice), and the following RIF Process shall be used.

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

25 **29.3.4. EXCEPTION.** An exception to seniority-based bumping may be authorized by
26 the Chief Nurse Officer, with notice to the Association, only if bumping out of order is required to
27 retain essential skills and qualifications.

28 **Section 29.4. Appeal.** The Chief Nurse Officer shall determine which positions an employee
29 subject to layoff is qualified to select as an option. If the employee subject to layoff is not in agreement
30 with the decision, the employee may appeal the decision to the Division Director within (14) calendar
31 days. If an appeal is filed, the decision by the Division Director shall be final. If no appeal is filed, the
32 decision by the Chief Nurse Officer is final. The determination whether an employee is qualified will

1 assume an appropriate orientation to the new position.

2 **Section 29.5. Layoff Recall List.** Employees that separate employment due to a RIF Process
3 (or unsuccessful completion of trial service that results in layoff) shall be asked whether they would
4 like to be placed on the layoff recall list for a period of two years commencing from the effective date
5 of their separation. Employees that affirm their interest to be placed on the layoff recall list shall be
6 recalled to openings for which they are qualified in the classification that they were laid off in seniority
7 order. Employee refusal of a recall job offer that is the same work hours and classification from which
8 the employee was laid off shall result in removal from the recall list, unless the County authorizes an
9 exception in writing.

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

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

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

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

24 **ARTICLE 30: GRIEVANCE PROCEDURE**

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

1 potential grievance. Employees will be free from coercion, discrimination or reprisal for seeking a
2 resolution of their grievances.

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

8 (1) relevant background information and statement about the act or omission which is
9 the basis for the grievance;

10 (2) the date of such act or omission if known;

11 (3) the Article(s) and Section(s) of this Agreement the Association asserts were violated
12 or misapplied;

13 (4) Association's formal remedy requested; and,

14 (5) Association may also provide an informal proposed settlement resolution.

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

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

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

30 **Section 30.4 Grievance Process.**

31 **STEP 1. Supervisor.** A grievance shall be presented in writing by the Association on
32 behalf of the aggrieved employee within thirty (30) calendar days of the occurrence, or the date the

1 employee should have known of the occurrence of such grievance to the employee's immediate
2 supervisor or designee. The written grievance shall include the required information in Section 30.2.

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

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

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

29 **STEP 3. Office of Labor Relations.** If the decision at Step 2 has not satisfactorily
30 resolved the grievance, the Association may submit the grievance in writing to the Office of Labor
31 Relations Director and designated Labor Negotiator assigned to this Agreement. The written grievance
32 shall include the required information in [Section 30.2]. Every effort will be made to schedule this

1 meeting within twenty-five (25) calendar days of the receipt of the written grievance by the Negotiator.
2 If the Association invites a grievant to attend the meeting, the meeting should be held during the
3 employee's regular working hours. The Negotiator, after investigation and appropriate consultation
4 with management stakeholders, shall make a written decision available to the Association
5 representative within fifteen (15) calendar days after the Step 3 hearing. If the response is sent via
6 email, a "delivery receipt" will be added to the County email. If the grievance is not pursued to the
7 next higher level within sixty (60) calendar days from the Association's receipt of the Step 3 written
8 decision or as described in Step 4 below, it shall be presumed resolved.

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

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

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

31 2. No matter may be arbitrated which the County by law, has no authority over, has no
32 authority to change, or has been delegated to any civil service commission or personnel board, as

1 defined in the RCW 41.56.

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

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

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

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

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

22 **ARTICLE 31: WAIVER CLAUSE**

23 **Section 31.1.** The parties acknowledge that each has had the unlimited right within the law and
24 the opportunity to make demands and proposals with respect to any matter deemed a proper subject for
25 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
26 Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement,
27 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
28 not specifically referred to or covered in this Agreement.

29 **ARTICLE 32: WORK STOPPAGES**

30 **Section 32.1 No Work Stoppages.** The County and the Association agree that the public
31 interest requires the efficient and uninterrupted performance of Health Department services and to this
32 end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the

1 life of this Agreement, the Association or its members shall not cause or condone any work stoppage,
 2 strike, slow down or refusal to perform customarily assigned duties, sick leave absence which is not
 3 bona fide, or other interference with County functions by employees under this Agreement, and should
 4 same occur, the Association agrees to take appropriate steps to end such interference. Any concerted
 5 action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above
 6 activities have occurred.

7 **Section 32.2 Association’s Responsibilities.** Upon notification in writing by the County to the
 8 Association that any of its members are engaged in a work stoppage, the Association shall
 9 immediately, in writing, order such members to immediately cease engaging in such work stoppage
 10 and provide the County with a copy of such order. In addition, if requested by the County, a
 11 responsible official of the Association shall order such Association members to cease engaging in such
 12 work stoppage.

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

16 **ARTICLE 33: SAVINGS CLAUSE**

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

23 **ARTICLE 34: DEFINITIONS**

24 **Section 34.1 Terminology.** The terms used in this collective bargaining agreement shall have
 25 the same definitions specified in King County Code 3.12 Personnel System (KCC), and specifically
 26 3.12.010 Definitions, as amended. For illustrative purposes and to improve CBA administration, a few
 27 terms defined by KCC are provided below in *PART A*, but are not intended to modify the term
 28 definitions provided in KCC. *PART B* of this Article contains terms and definitions unique to this
 29 CBA.

30 ***PART A: KCC TERMS***

31 **Section 34.2 “Class” or “classification?”** means a position or group of positions, established
 32 under authority of this chapter, sufficiently similar in respect to the duties, responsibilities and

1 authority thereof, that the same descriptive title may be used to designate each position allocated to the
2 class.

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

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

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

19 **Section 34.6 “Short-term temporary employee”** means a temporary employee who in in a
20 type of position in which a temporary employee works less than nine hundred ten hours in a calendar
21 year in a work unit in which a thirty-five-hour work week is standard or less than one thousand forty
22 hours in a calendar year in a work unit in which a forty-hour work week is standard. Where the
23 standard work week falls between thirty-five and forty hours, the director, in consultation with the
24 department, is responsible for determining what hour threshold will apply.

25 ***PART B: SPECIAL CBA TERMS***

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

28 The purpose of a TSP is to provide the employee with the opportunity to acquire knowledge,
29 training and skills necessary to competently perform in a new position. The timeframe for a TSP shall
30 be (6) six months in duration, which may be waived early by the County if the employee demonstrates
31 sufficient competency in the position. The County may end a TSP if management objectively assesses
32 that an employee is not demonstrating sufficient progress to be able to competently perform the duties

1 of the new position by the end of the TSP period. Likewise, an employee may end the TSP if they
2 determine the new position is not an appropriate match. Unlike probation, successful completion of a
3 TSP does not result in a wage step increase.

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

14 **B. TSP in Voluntary Transfer Scenario.** If an employee is serving a TSP per a
15 Lateral Voluntary Transfer, and the employee or management terminate the TSP for the reasons stated
16 above, the employee shall be moved back into their former position occupied prior to the transfer if the
17 position is vacant and available. If their former position is not available, the employee may elect to
18 move into any available vacancy that is in the same classification, same Division, and same program as
19 their former position. If the employee is not qualified for any available vacancy above, the employee
20 will be laid off and placed directly in layoff recall.

21 **ARTICLE 35: TERM OF AGREEMENT**

22 This Agreement (inclusive of all Addendums) covers the period from January 1, 2023, through
23 December 31, 2024. The terms shall be in effect when ratified by the parties, unless a different
24 effective date is specified. Written notice must be served by either party upon the other party of its
25 intent to terminate or modify this Agreement not less than sixty (60) days prior to December 31, 2024.

27 **APPROVED** this _____ day of _____, 2023.

31 By: _____

32 King County Executive

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For Washington State Nurses Association - Supervisors and Managers Unit:

DocuSigned by:
Bret Percival 8/15/2023
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Bret Percival, BSN, RN Date
WSNA Nurse Representative

DocuSigned by:
Linda Burbank 8/15/2023
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Linda Burbank, JD, BSN, RN Date
WSNA Nurse Representative

DocuSigned by:
Sean Dumas 8/15/2023
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Sean Dumas, BSN, RN Date
WSNA Local Unit Co-Chair

DocuSigned by:
Nicole Klein 8/16/2023
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Nicole Klein, PhD, RN, CNML Date
Local Unit Co-Chair

DocuSigned by:
Louise Peterson 8/16/2023
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Louise Peterson, MN, RN Date
Local Unit Secretary/Treasurer

DocuSigned by:
Michael A. Sanderson 8/15/2023
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Michael A. Sanderson Date
WSNA General Counsel

Addendum A Job Classification Wage Rates

1/1/2023 Salary Schedule (reflects 4.00% GWI increase per Article 6.2)

Job Class Code	People Soft Job Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	46.25	48.51	49.70	50.90	52.18	53.46	54.75	56.09	57.47	58.86	60.35
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	53.20	55.79	57.16	58.53	60.01	61.46	62.97	64.50	66.10	67.69	69.41
3313300	332302	Personal Health Services Supervisor (Clinic)	50.94	53.46	54.75	56.09	57.47	58.86	60.33	61.71	63.11	64.53	66.18
3313310	332303	Personal Health Services Supervisor (Jail)	58.57	61.46	62.97	64.50	66.10	67.69	69.39	70.97	72.58	74.20	76.09
3308100	330802	Nurse Recruiter	46.25	48.51	49.70	50.90	52.18	53.46	54.75	56.09	57.47	58.86	60.35

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	53.88	56.51	57.86	59.23	60.65	62.13	63.62	65.17	66.70	68.33	69.99
ANNUAL			112,070	117,541	120,349	123,198	126,152	129,230	132,330	135,554	138,736	142,126	145,579
3319200	333601	Nurse Manager* (Jail)	61.96	64.99	66.53	68.11	69.75	71.46	73.16	74.93	76.71	78.57	80.50
ANNUAL			128,877	135,179	138,382	141,669	145,080	148,637	152,173	155,854	159,557	163,426	167,440
3320300	333801	Occupational Health Program Manager*	61.96	64.99	66.53	68.11	69.75	71.46	73.16	74.93	76.71	78.57	80.50
ANNUAL			128,877	135,179	138,382	141,669	145,080	148,637	152,173	155,854	159,557	163,426	167,440

***Nurse Managers and Occupational Health Program Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions.

1/1/2024 Salary Schedule (reflects 4.00% GWI increase per Article 6.3)

Job Class Code	People Soft Job Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	48.10	50.45	51.69	52.94	54.27	55.60	56.94	58.33	59.77	61.21	62.76
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	55.33	58.02	59.45	60.87	62.41	63.92	65.49	67.08	68.74	70.40	72.19
3313300	332302	Personal Health Services Supervisor (Clinic)	52.98	55.60	56.94	58.33	59.77	61.21	62.74	64.18	65.63	67.11	68.83
3313310	332303	Personal Health Services Supervisor (Jail)	60.91	63.92	65.49	67.08	68.74	70.40	72.17	73.81	75.48	77.17	79.13
3308100	330802	Nurse Recruiter	48.10	50.45	51.69	52.94	54.27	55.60	56.94	58.33	59.77	61.21	62.76

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	56.04	58.77	60.17	61.60	63.08	64.62	66.16	67.78	69.37	71.06	72.79
ANNUAL			116,563	122,242	125,154	128,128	131,206	134,410	137,613	140,982	144,290	147,805	151,403
3319200	333601	Nurse Manager* (Jail)	64.44	67.59	69.19	70.83	72.54	74.32	76.09	77.93	79.78	81.71	83.72
ANNUAL			134,035	140,587	143,915	147,326	150,883	154,586	158,267	162,094	165,942	169,957	174,138
3320300	333801	Occupational Health Program Manager*	64.44	67.59	69.19	70.83	72.54	74.32	76.09	77.93	79.78	81.71	83.72
ANNUAL			134,035	140,587	143,915	147,326	150,883	154,586	158,267	162,094	165,942	169,957	174,138

***Nurse Managers and Occupational Health Program Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions.

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ADDENDUM B
ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

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

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

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

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

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ADDENDUM D

Longevity Steps Working Committee

Longevity Steps - Working Committee: During the life of the CBA the parties will convene to study this issue for the purpose of trying to align the Employer’s wage schedule with industry standard steps. The result of this work is intended to become the foundation for the parties’ next contract negotiations.