



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 16, 2002

Ordinance 14421

Proposed No. 2002-0270.1

Sponsors Constantine, Phillips and Pullen

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

7
8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
11 County and Washington State Nurses Association (Supervisors Unit) representing
12 employees in the department of public health and attached hereto is hereby approved and
13 adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2002, through and including December 31, 2004.
16

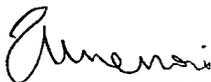
Ordinance 14421 was introduced on 6/17/2002 and passed by the Metropolitan King
County Council on 7/15/2002, by the following vote:

Yes: 11 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Mr. Irons
and Ms. Patterson
No: 0
Excused: 2 - Mr. Pelz and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 21 day of July, 2002.



Ron Sims, County Executive

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KING COUNTY COUNCIL

Attachments A. Agreement Between King County and Washington State Nurses Association
 Representing Assistant Personal Health Services Supervisors Personal Health Services
 Supervisors Public Health - Seattle & King County

**AGREEMENT
BETWEEN
KING COUNTY
and
WASHINGTON STATE NURSES ASSOCIATION
Representing
Assistant Personal Health Services Supervisors
Personal Health Services Supervisors
PUBLIC HEALTH - SEATTLE & KING COUNTY**

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ADDENDUM A42

1 **ARTICLE 2: NONDISCRIMINATION**

2 **Section 1. Gender-Neutral Language.** Whenever words denoting gender are used in this
3 Agreement, they are intended to apply equally to either gender.

4 **Section 2. Non-discrimination.** The County and the Association further agree that they will
5 not discriminate against any nurse by reason of race, color, age, sex, marital status, sexual orientation,
6 political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or
7 physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the
8 normal operation of the County.

9 **Section 3. Avenue of Redress.** Complaints or charges under this Article shall be pursued
10 through appropriate equal employment opportunity agencies.

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ARTICLE 3: RECOGNITION AND BARGAINING UNIT MEMBERSHIP AND DUES

Section 1. Bargaining Unit. The County hereby recognizes the Association as the exclusive collective bargaining representative for the purposes stated in RCW 41.56 of all employees employed within the bargaining unit defined by the classifications listed in Addendum A to this Agreement. This shall include all regular full-time, and regular part-time employees (employees working 20 or more hours per week).

Section 2. Non-discrimination. The County agrees that the Association has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Association, and the Association accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any union or other employee organization.

Section 3. Payroll Deduction. The County agrees to deduct from the pay check of each employee who has so authorized it, the regular monthly dues uniformly required of members of the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved by the tenth (10th) of the month following the payroll deduction date. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Association by the County.

Section 4. Association Membership. All employees covered by this Agreement who are members of the Association on or after the date of signing of this Agreement shall remain members in good standing for the life of this Agreement.

All regular employees covered by this Agreement hired on or after January 1, 1978, shall be required to become and remain an Association member in good standing within thirty (30) calendar days from the day of employment; provided, however, it is understood that the above requirements to apply for Association membership and/or maintain Association membership shall be satisfied by payment of the regular dues uniformly required by the Association of its members covered by this Agreement, or the payment of an amount of money equivalent to regular dues, or an agency fee for

1 their representation to the extent permitted by law.

2 **Section 5. Discharge for Failure to Meet Association Membership Requirements.** Failure
3 by an employee to abide by the above provisions shall constitute cause for discharge of such
4 employee; provided that when an employee fails to fulfill the above obligation, the Association shall
5 provide the employee and the County with thirty (30) days' written notification of the Association's
6 intent to initiate discharge action, and during this period the employee may make restitution in the
7 amount which is overdue.

8 If the employee has not fulfilled the above obligation by the end of the Association's thirty
9 (30) calendar day discharge notification period, the Association will thereafter notify the Human
10 Resources Manager of the Department of Executive Services in writing, with a copy to the
11 Department Director and the employee of such employee's failure to abide by Article 3 as applicable.
12 In this notice the Association will specifically request discharge of the employee for failure to abide
13 by the terms of the labor agreement between the County and the Association. The Association will
14 indemnify, defend, and hold the County harmless against any claims made and against any suit
15 instituted against the County arising out of action taken or not taken by or on behalf of the County
16 under the provisions of this Article.

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

20 **Section 7. Religious Exemptions.** Employees covered by this Agreement who qualify for
21 exemption from the requirement for Association membership based upon a good faith religious
22 belief, or bona fide religious tenets or teachings of a church or religious body, shall contribute an
23 amount equivalent to regular Association dues and initiation fees to a nonreligious charity or to
24 another charitable organization mutually agreed upon by the employee affected and the Association.
25 The employee shall provide the Association with a receipt as proof of payment to the non-religious
26 charity.

27 **Section 8. Visitation.** A representative of Washington State Nurses Association may, after
28 notifying the Department Official in charge who is outside of the bargaining unit, visit the work

1 location of employees covered by this Agreement at any reasonable time for the purpose of
2 investigating grievances. Such representative shall limit his/her activities during such investigation to
3 matters relating to this Agreement. Department work hours shall not be used by employees or the
4 Representative of Washington State Nurses Association for the conduct of Association business or
5 the promotion of Association affairs.

6 **Section 9. Bargaining Unit Roster.** Annually, the County will, upon request, provide to the
7 Association a complete list of employees covered by this Agreement. The list will include the name,
8 address, telephone, status, job title, and date of hire for each employee. In addition, the County will
9 provide a monthly payroll register update.

10 **Section 10. New Employee Orientation.** The local Association unit chairperson or designee
11 will be allowed to meet during working hours for up to 30 minutes with a newly hired supervisor
12 within the new employee's first sixty (60) days of employment, to provide information on the
13 Association and the contract. The hiring manager will provide a copy of the hire letter to the WSNA
14 local unit chairperson within 15 days of the date of hire.

1 ARTICLE 4: MANAGEMENT RIGHTS

2 *Section 1.* The right to hire, promote, discipline or discharge for just cause, improve
3 efficiency and determine the work schedules and location of Department Headquarters are examples
4 of management prerogatives. It is also understood that the Health Department retains its right to
5 manage and operate its Departments except as may be limited by an express provision of this
6 Agreement. This Agreement shall not limit the right of the Health Department to contract for
7 services of any and all types, provided that such contract shall not be used in lieu of, or to replace
8 services traditionally and usually performed by regular employees, except on a temporary basis,
9 without prior discussion in a meeting with an Association staff representative and the Conference
10 Committee.

ARTICLE 5: GRIEVANCE PROCEDURE

Management recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances. The employee and the immediate supervisor are encouraged to make every attempt to resolve the issue of concern in a timely manner prior to filing a formal grievance.

Section 1. Definition. A grievance shall be defined as an alleged violation of any of the express terms of this contract to include wages, hours and working conditions as specifically provided herein.

Section 2. Process.

Step 1. Supervisor. A grievance shall be presented in writing by the aggrieved employee (and his/her selected representative if the employee wishes) within ten (10) working days of the occurrence, or the date the employee should have known of the occurrence, of such grievance to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing within ten (10) working days. If a grievance is not pursued to the next level within ten (10) working days of this notification, it shall be presumed resolved.

Step 2. Division Manager. If after thorough discussion with the immediate supervisor the grievance has not been satisfactorily resolved, the employee and his/her representative shall then present the grievance to the Division Manager for investigation, discussion, and written reply. The Division Manager, after consulting with the Department Director, shall make a written decision available to the aggrieved employee with a copy mailed to the Association within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) working days, it shall be presumed resolved.

Step 3. If the decision at Step 2 has not resolved the grievance to the satisfaction of the employee (or the Association, in the case of a grievance filed under Section 5 of this Article), the

1 Association may submit the grievance in writing to the Human Resources, Division (HRD) Manager,
2 Department of Executive Services, and a copy to the HRD Labor Relations Manager and the Health
3 Department Personnel Office. The written grievance shall include a brief statement of the events on
4 which the grievance is based, the provisions of this Agreement believed to be violated, and the
5 remedy requested. The HRD Manager or designee shall hear the grievance and provide a written
6 decision to the Association within 10 working days after the Step 3 grievance hearing. The hearing
7 shall be scheduled as soon as possible, but not later than thirty (30) days after receipt of the grievance.

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

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

21 Should arbitration be chosen, the committee shall then select a third disinterested party to serve as an
22 arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall
23 be selected from a panel of seven (7) arbitrators furnished by the FMCS. The arbitrator will be
24 selected from the list by both the department representative and the Association, each alternately
25 striking a name from the list until only one remains. The arbitrator shall be asked to render a decision
26 promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

8 3. The cost of the arbitrator shall be borne equally by the County and the Association,
9 and each party shall bear the cost of presenting its own case.

10 The parties agree to otherwise abide by the award made in connection with any arbitrable
11 difference. There shall be no strikes, cessation of work or lockout during such conferences or
12 arbitration.

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

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

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

25 **Section 5. Association Grievances.** A contract grievance in the interest of a majority of the
26 employees in the bargaining unit shall be reduced to writing by the Association and may be
27 introduced at Step 2 of the contract grievance procedure to the Director of Public Health and be
28 processed within the time limits set forth herein.

ARTICLE 6: WORK STOPPAGES

Section 1. No Work Stoppages. The County and the Association agree that the public interest requires the efficient and uninterrupted performance of Health Department services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Association or its members shall not cause or condone any work stoppage, strike, slow down or refusal to perform customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement, and should same occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Association's Responsibilities. Upon notification in writing by the County to the Association that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Association shall order such Association members to cease engaging in such work stoppage.

Section 3. Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article shall be considered absent without leave and shall be considered to have resigned.

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

2 ***Section 1. Wage Rates.***

3 a. The job titles of employees covered under this Agreement and the corresponding
4 rates of pay for 2002 are set forth in Addendum A which is attached hereto and made a part of this
5 Agreement.

6 2003 - Effective with the beginning of the first full pay period nearest January 1, 2003,
7 or January 1, 2003, the rates of pay set forth within Addendum A of this Agreement shall be
8 increased by ninety percent (90%) of the percentage increase in the United States City Average
9 Consumer Price Index which occurs during the twelve (12) month period from September 2001 to
10 September 2002; provided however, said percentage increase shall not be less than two percent (2%)
11 nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban
12 Wage Earners and Clerical Workers (CPI-W). All Items Revised Series (1982-84=100), as published
13 by the Bureau of Labor Statistics, United States Department of Labor. In addition, on the same
14 effective date, employees who are not at the top step of the pay range shall advance to the next
15 highest step.

16 2004 - Effective with the first full pay period nearest January 1, 2004 or January 1,
17 2004, the rates of pay set forth within Addendum A of this Agreement shall be increased by ninety
18 percent (90%) of the percentage increase in the United States City Average Consumer Price Index
19 which occurs during the twelve (12) month period from September 2002 to September 2003;
20 provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed
21 six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and
22 Clerical Workers (CPI-W). All Items Revised Series (1982-84=100), as published by the Bureau of
23 Labor Statistics, United States Department of Labor. In addition, on the same effective date,
24 employees who are not at the top step of the pay range shall advance to the next highest step.

25 b. During the term of the agreement the County may convert to a bi-weekly payroll
26 pursuant to the conditions adopted by the King County Council.

27 ***Section 2. Position Vacancies and Transfers.*** Except where reassignments are made by the
28 Health Department, vacancies created within the job titles covered by this Agreement by virtue of

1 separation or newly created positions shall be posted for not less than five (5) consecutive days;
2 provided, however, the Health Department retains the right to determine who, if anybody, shall be
3 selected for and/or transferred to said vacancy.

4 a. The Department recognizes that it is preferable to fill vacancies with qualified
5 employees from within the Department rather than by hiring persons from outside the Department.
6 The Department may identify special skills and abilities and recruit externally concurrently with
7 internal recruitment for these positions in order to hire in a timely manner.

8 b. The Department shall announce all position vacancies with stated minimum
9 qualifications on the King County Public Health computer system. The Health Department shall also
10 provide additional copies of the Health Register to a designated WSNA representative at each work
11 site.

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

20 d. An employee who receives an involuntary transfer may choose to be laid off and
21 placed on the recall list. If the employee accepts the transfer, the employee will not be required to
22 serve a probationary period.

23 **Section 3. Salary Step Placement for Transfer.** Employees who transfer from the jail to a
24 clinic position of the same job title or from a clinic to the jail shall remain at the same salary step
25 number of the applicable salary range. For example, a Personal Health Services Supervisor at Step 7
26 on the jail salary range who transfers to a clinic position, shall be placed on Step 7 of the clinic range.

27 **Section 4. Salary upon Reclassification or Promotion.** An employee who is promoted shall
28 be placed either in the first step of the new salary range or at the step which is nearest to but not less

1 than two steps more than the employee's former salary step, whichever is greater, but not to exceed
2 the top step of the new salary range. If an Assistant Personal Health Services Supervisor position is
3 reclassified to a Personal Health Services Supervisor classification, the wage rate of the incumbent
4 employee will be adjusted to the next step increase, similar to a promotion. When promotional
5 movement between job titles also involves a movement to or from the jail, salary step placement shall
6 first be determined per transfer procedures in the current job title, prior to determining the appropriate
7 promotional salary step placement.

8 **Section 5. Mileage Reimbursement and Parking.** An employee who is required by the
9 Health Department to provide a personal automobile for use in Health Department business shall be
10 reimbursed for such use at the rate established by ordinance by the County Council, for all miles
11 driven in the course of Health Department business.

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

15 **Section 6. Performance Evaluations.**

16 a. The Health Department shall maintain a performance evaluation system relating to
17 employees covered by this Agreement. The performance evaluation system shall be used as a method
18 in measuring an employee's performance in accomplishing in the most efficient and effective manner
19 the goals and objectives of the Health Department as they relate to employees covered by this
20 Agreement. The performance evaluation system shall encompass performance expectations based
21 upon the goals and objectives of the position being evaluated. The performance evaluation system to
22 be used by the Health Department will be presented to the Nurse Practice Committee for review and
23 comment prior to adoption.

24 b. The performance evaluation system devised by the Health Department must,
25 among any other criteria determined by the Health Department, encompass performance expectations
26 based upon the goals and objectives of the Health Department, assigned duties, Health Department
27 policies and procedures, Health Department operating instructions, any written document
28 promulgated by or adhered to by the Health Department pertaining to employees covered by this

1 Agreement, or any work practices pertaining to employees covered by this Agreement.

2 c. The evaluation shall be prepared on a format devised by the Health Department and
3 presented by an evaluator who has been instructed in the method of evaluation used and who has been
4 responsible for the supervision of the evaluatee's work.

5 d. The evaluation must be prepared prior to, and presented to the affected employee at
6 an evaluation conference which must be conducted by the person writing the evaluation. The
7 evaluatee has the responsibility to participate in the evaluation conference and to improve work
8 performance in any area where performance deficiencies are found to exist.

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

14 f. Employees shall be evaluated at least once during their probationary period and no
15 less than annually thereafter.

16 **Section 7. Professional Liability Insurance.** Employees covered by this agreement are
17 covered by the liability protection as provided in the King County Code for acts committed in good
18 faith and within the scope of the official County duties.

19 **Section 8. Standby Duty.** Employees placed on standby duty for purposes of receiving calls
20 during their off hours shall be compensated for such standby duty by receiving ten percent (10%) of
21 their straight-time hourly rate for all hours assigned. Employees will record all calls while on standby
22 and will submit an overtime or compensatory time request for all hours actually worked.

23 **Section 9. License Renewal.** The Health Department shall pay for the cost of the following
24 fees for all regular full-time and part-time Supervisors and Assistant Supervisors:

25 Renewal for Registered Nurse License

26 Renewal for Nurse Practitioner License

27 Renewal for ANA Certification

28 Application and renewal fees of state authorized prescriptive authority

1 **Section 10. Advance Step Hire.** Employees may be hired at up to Step 10 of the salary range
 2 upon the approval of the Health Department Director. The Health Department agrees to use the
 3 general criteria developed by the conference committee: The decision of the Director is not grievable.

4 Supervisory experience (general) two years = 1 step with maximum of 3 steps

5 Program development, staff development and training TQI, evaluation, teaching (clinical)

6 or other leadership experience (c.h. theory – RN) 2 years = 1 step with 2 step maximum

7 Master's degree/Ph.D. = 1 step

8 Supervisory experience specific to setting 2 years = 1 step with 4 step maximum

9 **Section 11. Shift Differentials.**

10 A bargaining unit employee scheduled to work in a facility or site which is staffed for 24 hour
 11 operation and scheduled to work not less than four (4) hours of his/her work shift during the evening
 12 (swing) shift or night (graveyard) shift, shall receive one of the following shift differentials for all
 13 scheduled hours worked during each shift.

14 *Swing Shift* \$2.50 per hour

15 *Graveyard Shift* \$3.75 per hour

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

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

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

24 The swing shift period shall normally encompass the hours from 2:30 p.m. to 10:30 p.m. The
 25 graveyard shift period shall normally encompass the hours from 10:30 p.m. to 6:30 a.m.

26 **Section 12. Jail Premium.**

27 Employees assigned to the Jail Health Services shall receive a rate of pay that is 15%
 28 (fifteen percent) higher than the salary range for other clinic positions. The Jail Health Services rate

1 thus becomes a "base" or "regular" rate of pay for this assignment and is included in the computation
2 for overtime and is payable for paid leave and holiday pay.

3 **Section 13. Weekend Premium.** A weekend premium shall be paid for all hours of work on
4 weekends at the rate of \$4.00 per hour. This premium shall not be included in the base rate of pay for
5 purposes of determining paid leave benefits. The weekend begins with the night shift on Friday and
6 through swing shift on Sunday.

7 **Section 14. Longevity Premium.** Full-time regular and part-time regular nurses shall receive
8 the following longevity premiums based upon their length of service with the Department:

| | | |
|----|--|---------------------------|
| 9 | | |
| 10 | after 8 years (96 months) of service | 2% above the nurse's Step |
| 11 | after 10 years (120 months) of service | 3% above the nurse's Step |
| 12 | after 12 years (144 months) of service | 4% above the nurse's Step |
| 13 | after 15 years (180 months) of service | 5% above the nurse's Step |
| 14 | after 20 years (240 months) of service | 6% above the nurse's Step |
| 15 | | |

16 **Section 15.** For the duration of this Agreement, the differentials and premiums provided for
17 in this Article shall be maintained at rates no less than the same differentials and premiums provided
18 for in the WSNA-Staff Unit contract.

1 **ARTICLE 8: VACATIONS**

2 **Section 1. Credited Hours for Accrual.** Annual vacations with pay shall be granted to
3 eligible employees computed at the rate shown in Section 3 for each hour on regular pay status as
4 shown on the payroll, but not to exceed eight-seven (87) hours per pay period.

5 **Section 2. Regular Pay Status.** "Regular Pay Status" is defined as regular straight-time
6 hours of work plus paid time off such as vacation time, holiday time off and sick leave. At the
7 discretion of the Health Department, up to one hundred and sixty (160) hours per calendar year of
8 unpaid leave of absence may be included as service for purposes of computing vacation.

9 **Section 3. Accrual Rates.** The vacation accrual rate shall be determined in accordance with
10 the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual
11 vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation
12 hours that can be accrued and accumulated by an employee at any time. Maximum vacation balance
13 allowable at the end of any calendar year is sixty (60) days (60 X guaranteed hours).

14

| Vacation Earned Per Hour | Years of Service | Working Days Per Year | Hours (HRS.) |
|--------------------------------|---------------------|-----------------------------|-----------------|
| .0460 | 0-4 | 12 | 96 |
| .0577 | 5-7 | 15 | 120 |
| .0615 | 8-9 | 16 | 128 |
| .0769 | 10-15 | 20 | 160 |
| .0807 | 16 | 21 | 168 |
| .0846 | 17 | 22 | 176 |
| .0885 | 18 | 23 | 184 |
| .0923 | 19 | 24 | 192 |
| .0961 | 20 | 25 | 200 |
| .1000 | 21 | 26 | 208 |
| .1038 | 22 | 27 | 216 |
| .1076 | 23 | 28 | 224 |
| .1115 | 24 | 29 | 232 |
| .1153 | 25 | 30 | 240 |

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

4 **Section 5. Maximum Accrual.**

5 a. An employee may accumulate a vacation balance which shall not exceed 480 hours
6 at the end of any calendar year. Any hours in excess of 480 at the end of any calendar year shall be
7 removed from the employee's vacation balance.

8 b. Exceptions to Section 5(a) can be made only when the Health Department cancels
9 an employee's previously scheduled vacation which has been approved by the Health Department and
10 the Department Director concurs in such exception. The exception cannot be continued for more than
11 three (3) months.

12 **Section 6.** The minimum vacation allowance to be used by an employee shall be one hour or,
13 at the discretion of the head of the department, such lesser amount as may be approved by the
14 department head or designee.

15 **Section 7. Vacation Payoff upon Termination.** An employee who terminates employment
16 after more than six (6) months service shall be paid in a lump sum for any unused vacation accrued,
17 not to exceed the maximum year-end balance. Upon the death of an employee in active service, such
18 payment will be made to the estate of the deceased employee. Employees who are eligible for
19 participation in the Public Employees' Retirement System Plan I shall not be compensated for more
20 than two hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours
21 accrued in excess of two hundred forty (240) hours may be used prior to the employee's date of
22 retirement or such hours will be lost.

23 **Section 8. Vacation Use for Medical Reasons.** Where an employee has exhausted his/her
24 sick leave balance, the employee can use vacation for further leave in excess of that leave already
25 provided in Article 10 Sick Leave and Leaves of Absence, Section 8, Family and Medical Leave, with
26 prior approval of the Department Director. In all other instances, employees must use all accrued
27 vacation prior to beginning a leave of absence unless an exception is approved by the Department
28 Director.

1 **Section 9. Vacation Requests.** All vacation time shall be approved in advance in writing to
2 the employee. A good faith effort will be made to provide the approval in a timely manner.

3 **Section 10.** Employees may donate vacation time consistent with the provisions of County
4 Ordinance.

5 1. Any full-time regular employee or part-time regular employee, who is employed at
6 least half-time and receives vacation and sick leave may donate a portion of his or her accrued
7 vacation leave to a full-time regular employee or part-time regular employee who is employed at least
8 half-time and receives vacation and sick leave. Such donation will occur upon written request to and
9 approval of the donating and receiving employees' department director(s), except that requests for
10 vacation donation made for the purposes of supplementing the sick leave benefits of the receiving
11 employee shall not be denied unless approval would result in a departmental hardship for the
12 receiving department.

13 2. The number of hours donated shall not exceed the donor's accrued vacation credits
14 as of the date of the request. No donation of vacation hours shall be permitted where it would cause
15 the employee receiving the transfer to exceed his or her maximum vacation accrual.

16 3. Donated vacation leave hours must be used within ninety (90) calendar days
17 following the date of donation. Donated hours not used within ninety (90) days, or due to the death of
18 the receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded
19 from vacation leave payoff provisions contained in this chapter. For purposes of this section, the first
20 hours used by an employee shall be accrued vacation leave hours.

21 4. All vacation hours donated shall be converted to a dollar value based on the donor's
22 straight time hourly rate at the time of donation. Such dollar value will then be divided by the
23 receiving employee's hourly rate to determine the actual number of hours received. Unused donated
24 vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time
25 of reconversion.

26 5. All donations of vacation made under this section are strictly voluntary. Employees
27 are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits
28 in exchange for donating vacation or sick leave hours.

1 **ARTICLE 9: HOLIDAYS**

2 **Section 1. Holidays Observed.**

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

| | | |
|----|-----------------------------|-----------------------------|
| 5 | | |
| 6 | New Year's Day | January 1 st |
| 7 | Martin Luther King, Jr. Day | Third Monday in January |
| 8 | President's Day | Third Monday in February |
| 9 | Memorial Day | Last Monday in May |
| 10 | Independence Day | July 4 th |
| 11 | Labor Day | First Monday in September |
| 12 | Veteran's Day | November 11 th |
| 13 | Thanksgiving Day | Fourth Thursday in November |
| 14 | Day after Thanksgiving | |
| 15 | Christmas Day | December 25 |
| 16 | Two (2) Personal Holidays | |
| 17 | | |

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

21 **Section 2.** To minimize disruption of public services, the Health Department may, on an
22 individual basis, substitute the fourth Monday of October as Veteran's Day in lieu of the day
23 enumerated as such in the above list.

24 **Section 3. Qualifications for Holiday Pay.** To qualify for holiday pay, employees covered
25 by this Agreement must have been on pay status their normal work day before or their normal work
26 day following the holiday; provided, however, employees returning from non-pay leave starting work
27 the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

28 This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of

1 absence requested by the Department.

2 **Section 4. Holiday Premium Pay.** Employees who work on a holiday shall be paid for the
3 holiday at their regular rate of pay and, in addition, they shall either be paid at the rate of one and one-
4 half (1-1/2) times their regular rate of pay for the hours worked or be granted time off at the rate of
5 one and one-half (1-1/2) times the hours worked (compensatory time). Compensation in the form of
6 compensatory time must be agreeable to both the affected employee and the Department Director or
7 his/her designee.

8 **Section 5. Personal Holidays.**

9 a. Employees shall be granted two personal holidays per year. The first holiday shall
10 be granted to all eligible employees employed by King County on the first of October and the second
11 holiday shall be granted to all eligible employees employed on the first of November.

12 b. Personal Holidays shall be administered through the vacation plan and can be used
13 in the same manner as any earned vacation day.

14 **Section 6. Holiday Pay for Employees on Alternative Work Schedules.** Employees
15 scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more
16 than ninety-six (96) holiday hours per year. Regular part-time employees scheduled to work twenty
17 (20) or more hours per week shall be granted a proportionate amount of holiday hours. For instance,
18 an employee scheduled to work twenty hours per week shall be granted one half, forty-eight (48)
19 hours, of the ninety-six (96) holiday hours.

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

2 **Section 1. Accrual Rate and Usage.** A uniform plan for sick leave with pay shall be granted
3 to eligible Health Department employees. Sick leave credit shall accumulate at the rate of .046 hours
4 for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per
5 week. Employees will accrue sick leave on an hourly basis to begin the first of the month following
6 the date of employment. There shall be no limit to the number of sick leave hours an employee may
7 accrue. Should an employee resign in good standing, separate for non-disciplinary medical reason, or
8 be laid off, and return to County employment within two years, all accrued sick leave hours will be
9 restored. Sick leave credit may be used for bona fide cases of:

- 10 a. Illness or injury which has incapacitated the employee from performing regular
11 duties.
- 12 b. Disability due to pregnancy and/or childbirth.
- 13 c. Medical or dental appointments.
- 14 d. Accrued sick leave may be used to care for a child of the employee under the age of
15 eighteen (18) who has a health condition that requires treatment or supervision.
- 16 e. Except as provided in subsection (d) above, up to three (3) days of sick leave per
17 agreement year may be taken with the approval of the employee's supervisor and/or department head
18 when it is necessary that the employee be off work in the event of a serious illness or accident in the
19 immediate family. The immediate family is limited to the spouse, children, and parents of the
20 employee.

21 Accrued sick leave may be used to care for other family members if the employee has been
22 employed by the county for twelve months and has worked at least one thousand forty (1040) hours in
23 the preceding twelve months, and the family member is the employee's spouse or domestic partner,
24 the employee's child, a child of the employee's spouse or domestic partner, the parent of the
25 employee, employee's spouse or domestic partner, or an individual who stands or stood in loco
26 parentis to the employee, the employee's spouse or domestic partner.

27 **Section 2.** Sick leave and time off for family medical reasons shall be administered in
28 accordance with the provisions of King County Code (KCC 3.12.220), including but not limited to:

- 1 a. eligibility for family and medical leave;
- 2 b. administration of family and medical leaves;
- 3 c. verification for determining eligibility for family and medical leaves;
- 4 d. use of accrued vacation and sick leave during family and medical leave;
- 5 e. use of accrued leave to supplement workers compensation payments;
- 6 f. medical benefit coverage during family and medical leave; and
- 7 g. return to work rights upon completion of leave.

8 **Section 3. Abuse of Sick Leave.** Abuse of sick leave shall be grounds for suspension or
9 dismissal.

10 **Section 4. Reimbursement Upon Retirement/Restoration of Sick Leave Credit**

11 a. Upon retirement, thirty-five percent (35%) of an employee's unused sick leave
12 credit accumulation can be applied to the payment of health care premiums, or to a cash payment at
13 the straight time rate of pay of such employee in effect on the day prior to his retirement. Upon the
14 death of an employee, either by accident or natural causes, thirty-five percent (35%) of such
15 employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

16 b. If an employee resigns in good standing, is separated for non-disciplinary medical
17 reasons, or is laid off, and returns to County employment within two years, accrued sick leave credit
18 shall be restored.

19 **Section 5. Training Leaves.** The Health Department and the Association agree that
20 continuous upgrading of employee skills and knowledge is beneficial to providing quality health care
21 services to the public. Therefore, employees covered by this Agreement are encouraged to take
22 advantage of opportunities available for continuing study and self-improvement. To this end it shall
23 be a policy of the Health Department where feasible and at the discretion of the Department Head to
24 allow employees covered by this Agreement time off with or without pay and with or without related
25 expenses to attend professional meetings and/or Association meetings and conferences which focus
26 on job-related nursing practice.

27 It is hereby agreed that Article 10, Section 5, does not, in any way, interfere with the
28 department head's authority to grant or deny leave with or without pay and with or without related

1 expenses.

2 **Section 6. Leaves of Absence.** Leaves of absence shall be administered in accordance with
3 the Health Department Personnel Guidelines.

4 **Section 7. Leaves of Absence Requests.** All leaves of absence are to be requested in writing
5 as far in advance as possible, stating all pertinent details and the amount of time requested. An
6 employee shall not lose accrued years of seniority when granted an unpaid leave of absence for up to
7 one year. Unpaid leaves of absence for 30 calendar days or less shall not result in a loss of service
8 credit or an adjustment to the service date.

9 **Section 8. Military Leave.** Military leaves shall be granted pursuant to RCW 38.40.060.

10 **Section 9. Jury Duty.** An employee shall suffer no monetary loss while on jury duty. The
11 amount of any compensation derived from jury duty during the employee's normal work schedule,
12 except for transportation allowance, shall be deducted from the gross pay due the employee for such
13 period; provided that an employee excused by the court on any day of such duty falling within his
14 normal work schedule shall notify his supervisor and if so directed report for work for the balance of
15 his normal shift.

16 **Section 10. Wellness Incentive.** Employees within the bargaining unit who, in a calendar
17 year ending on December 15 each year, use less than thirty-three (33) hours of sick leave may convert
18 sixteen (16) hours of unused, accrued sick leave to two (2) vacation days to be used in the following
19 year.

20 **Section 11. Donation of Sick Leave.** Employees may donate sick leave consistent with the
21 provisions of County Code (KCC 3.12.223 (B)).

22 1. Any full-time regular employee or part-time regular employee who is employed at
23 least half-time and receives vacation and sick leave may donate a portion of his or her accrued sick
24 leave to a full-time regular employee or part-time regular employee who is employed at least half-
25 time and receives vacation and sick leave, upon written notice to the donating and receiving
26 employees' department director(s).

27 2. No donation shall be permitted unless the donating employee's sick leave accrual
28 balance immediately subsequent to the donation is one hundred (100) hours or more. No employee

1 may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

2 3. Donated sick leave hours must be used within ninety (90) calendar days. Donated
3 hours not used within ninety (90) days or due to the death of the receiving employee shall revert to
4 the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
5 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For
6 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

7 **Section 12.** All donations of sick leave made under this section are strictly voluntary.
8 Employees are prohibited from soliciting, offering or receiving monetary or any other compensation
9 or benefits in exchange for donating vacation or sick leave hours.

10 **Section 13.** Sick leave hours donated shall be converted to a dollar value based on the
11 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by
12 the receiving employee's hourly rate to determine the actual number of hours received. Unused
13 donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at
14 the time of reconversion.

1 **ARTICLE 11: BEREAVEMENT LEAVE**

2 **Section 1. Annual Entitlement.** Full-time regular employees shall be entitled to three (3)
3 working days (twenty-four hours) of bereavement leave per occurrence due to death of members of
4 their immediate family; this is not carried over into subsequent years, but starts anew each January 1.

5 **Section 2. Use of Sick Leave for Bereavement Purposes.** Regular full-time employees who
6 have exhausted their bereavement leave shall be entitled to use up to three days of sick leave (twenty-
7 four hours) for each instance when death occurs to a member of the employee's immediate family.
8 One day of sick leave per occurrence may be used for the attendance of a funeral of other than a close
9 relative or a significant person living in the employee's household.

10 **Section 3. Pro-rata Benefit for Part-time Employees.** Regular part-time employees shall be
11 entitled to bereavement leave in the same proportion as the number of hours worked is to the number
12 of hours scheduled for a full-time position.

13 **Section 4. Definition of Immediate Family.** For purposes of this article, a member of the
14 immediate family is construed to mean persons related by blood or marriage or legal adoption as
15 follows or other relative or significant person living in the employee's household:

- 16 • Children
- 17 • Children of spouse or domestic partner
- 18 • Parents
- 19 • Parents of spouse or domestic partner
- 20 • Siblings
- 21 • Siblings of spouse or domestic partner
- 22 • Grandchildren
- 23 • Grandchildren of spouse or domestic partner
- 24 • Grandparents
- 25 • Grandparents of spouse or domestic partner
- 26 • Spouse or domestic partner
- 27 • Legal guardian

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

2 **Section 1. Continuation of the Plan.** The County will provide a medical, dental, disability
3 and life insurance plan for all regular employees, and agrees to maintain such plans in effect for the
4 duration of this Agreement.

5 **Section 2. Benefit Eligibility.** Full-time regular, part-time regular and probationary
6 employees shall be eligible for receipt of all benefits under the County's medical, dental, vision,
7 disability and life insurance programs as determined by the County Joint Labor Management
8 Insurance Committee.

9 **Section 3. Plan Changes.** Medical, dental, disability and life insurance benefits shall be as
10 negotiated through the County Joint Labor-Management Insurance Committee which negotiates with
11 collective bargaining representatives of County employees as a group. Employee contributions for
12 the cost of such plans shall similarly be as determined by the negotiations of that committee.

13 **Section 4. Industrial Insurance.** Employees covered by this Agreement shall be covered by
14 the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.

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

2 **Section 1. Work Day.** Eight (8) hours shall constitute a normal day's work and five (5)
3 consecutive days a normal week's work.

4 **Section 2. Work Week.** The basic work week shall begin at 12:00 a.m. Sunday and end at
5 11:59 p.m. Saturday. Each scheduling unit may establish a flex-time work schedule within these
6 hours. In such a flex-time schedule the daily and weekly work schedule shall be that which is
7 mutually agreeable to the employee and the immediate supervisor.

8 **Section 3. Overtime.** All work performed, at the direction of the employee's Manager, over
9 forty (40) hours in any one (1) work week or over eight (8) hours in one (1) work day, or over ten (10)
10 hours per day depending on the employee's regular schedule, shall be considered as overtime and
11 shall be paid for at the overtime rate of one and one-half (1-1/2) times the regular rate of pay, or upon
12 request of the employee and approval of the Manager, compensatory time off at one and one-half (1-
13 1/2) times. Compensatory time balances shall not exceed 80 hours.

14 **Section 4. Work Schedules.** When management deems it necessary, work schedules other
15 than a Monday through Friday schedule may be established and hours other than 40 per week may be
16 established. The County acknowledges its obligation to notify WSNA and negotiate significant
17 changes of work schedules, prior to implementation.

18 **Section 5. Alternative Work Schedules.** It is hereby agreed that the County may,
19 notwithstanding other Sections of this Article, implement alternative work schedules affecting
20 employees covered by this Agreement.

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

24 • 4 10-hour work days;
25 • a 9/8-off alternating work week schedule. (The record keeping time sheet for this schedule
26 must be the one which meets the FLSA standards dividing between two work weeks mid shift on the
27 fifth day of work which is either 8 hours or a day off).

28 In administering the four (4) day, forty (40) hour work week, the following working

1 conditions shall prevail:

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

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

6 c. Sick Leave benefits shall be accrued and expended on an hourly basis;

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

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

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ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION

Section 1. Payment for Work Out of Classification. Whenever an employee is assigned in writing by proper authority to perform all the duties and accept all of the responsibility of an employee at a higher paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for such classification while performing such duties and accepting such responsibility. The rate of pay will be determined as for a promotion, in accordance with Article 7.4 of this Agreement. Proper authority shall be a supervisory employee in the line of organization outside of the bargaining unit, and if his/her position is to be filled, proper authority shall be his/her supervisor.

Section 2. An employee assigned to a training position (training status) shall be under the supervision and guidance of her/his immediate supervisor, and shall not remain in the training position for more than twenty (20) consecutive normal working days.

1 ARTICLE 15: CONFERENCE COMMITTEE

2 The Health Department jointly with the elected representative of the employees covered by
3 Appendix A of this Agreement shall establish a Supervisors' Conference Committee to assist with
4 mutual problems regarding supervisory issues, and for the purpose of discussing and facilitating the
5 resolution of all problems which may arise between the parties other than those for which another
6 procedure is provided by law or by other provisions of this Agreement. The function of the
7 committee shall be limited to an advisory rather than a decision-making capacity. Such committee
8 shall be on a permanent basis and meet as mutually agreed, and shall consist of three representatives
9 of administration and three representatives of the employees. Washington State Nurses Association
10 representatives may attend meetings upon invitation or after giving prior notification to the
11 Committee. When an issue is presented by the employee representatives of the Association at a
12 Conference Committee, and the issue is not resolved or has not been addressed to the satisfaction of
13 the Association within 30 calendar days, the Association may reduce the substance of the issue to
14 writing indicating that it had been discussed in the Conference Committee and thereafter forward the
15 issue to the Director of Public Health. The Director shall personally or through his designated
16 representative respond in writing to the issue raised by the Association within 15 calendar days
17 clarifying the position of the Department relative to the issue raised.

ARTICLE 16: NURSING PRACTICE COMMITTEE

1 A Nursing Practice Committee may, at the request of the Association, be established within
2 the Seattle-King County Department of Public Health. The purpose of this Committee is to discuss
3 possible methods and means to enhance nursing practice and patient care. The Committee is an
4 appropriate forum to discuss definition of levels of practice. The Committee shall be composed of
5 two (2) supervisory employees covered by this Agreement, five (5) non-supervisory employees
6 covered by the Washington State Nurses Association Staff Nurses Agreement who shall be appointed
7 by each of the Association's Local Units, and two (2) representatives of the Department Head,
8 preferably the Chief of Nursing Services and a District Administrator. The Nursing Practice
9 Committee shall meet monthly. Each Committee member shall be entitled to all paid hours for the
10 purpose of attending the monthly meeting, and when necessary, not more than one paid hour for
11 preparation for same each month. Such meetings shall be scheduled in advance and so as to
12 minimize conflict with regularly assigned duties. The Committee shall prepare an agenda and keep
13 minutes of all meetings. A copy of the agenda and minutes shall be forwarded to the Department
14 Head as well as to each District Administrator. Upon request, employees may review the minutes of
15 the meeting.

17 The Committee will not discuss matters subject to collective bargaining and shall function in a
18 consultative capacity rather than a decision-making capacity.

19 Issues left unresolved may be presented by the employee or supervisory representatives in
20 writing to the Department Director with a proposed resolution. The Director, or his/her designee,
21 shall respond in writing to the issue within thirty (30) calendar days.

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

2 **Section 1. Definitions.** The following definitions shall apply for the purposes of
3 administering this Article:

4 a. **Seniority** is the employee's total uninterrupted time in the bargaining unit,
5 measured as total non-overtime compensated hours.

6 b. **Layoff** is the involuntary termination of employment due to reduction in force.

7 c. **Classification** is a group of positions that are sufficiently similar in their duties,
8 responsibilities and authority that the same descriptive title may be used to designate each position
9 allocated to the class. The classifications covered by this Agreement are Assistant Personal Health
10 Services Supervisor and Personal Health Services Supervisor.

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

14 **Section 2.** When the Department determines there is a need to reduce the workforce, the
15 Department shall identify by job class and work site which positions(s) are to be eliminated.

16 **Section 3.** An incumbent employee in a position to be eliminated shall be notified at least
17 thirty days prior to the effective date. The notice will include information about the options provided
18 in this Section. A copy of the notice will be provided to the Association. The employee shall be
19 allowed fourteen calendar days to elect one of the following options:

20 a. The employee may accept appointment to a vacant position within the bargaining
21 unit for which the employee is qualified. The Department must offer a vacant bargaining unit
22 position to a qualified employee subject to layoff, if the position is at the same salary range as the
23 position from which the employee is laid off, and if the Department intends to fill the position.

24 b. The employee may voluntarily demote to a vacant bargaining unit position in a job
25 class with a lower maximum pay rate, provided the employee is qualified and the Department intends
26 to fill the position.

27 c. The employee may elect to be laid off.

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

1 provided the employee is qualified for the position. A Supervisor may bump the least senior
2 employee in the Assistant Supervisor job class, provided the Supervisor is qualified for the Assistant
3 Supervisor position, if there is no other employee in the Supervisor job class with less seniority than
4 the employee to be laid off. For bumping purposes, there is no distinction between Jail and Clinic
5 positions.

6 e. A member of this bargaining unit may bump the least senior employee in a job
7 classification within the Staff Nurses bargaining unit represented by the Association, provided, 1) the
8 employee has completed a probationary period in that classification, 2) the employee has the required
9 qualifications for the position, 3) the employee has greater seniority than the least senior employee in
10 that job class, 4) there is no position in this bargaining unit into which the employee can bump and 5)
11 there is no more than a two year break in service between the last work day in a Staff Nurses career
12 service position, and the first work day in a career service position covered by this Agreement. For
13 purposes of bumping into the Staff nurses bargaining unit, seniority shall be as defined in the Staff
14 Nurses Agreement, and as attained by the employee on his/her last work day in a Staff Nurses career
15 service position; A Nurse Practitioner without prescriptive authority shall not bump a Nurse
16 Practitioner with prescriptive authority.

17 **Section 4.** When the Department determines to eliminate multiple positions, the incumbents
18 in the positions to be eliminated shall select their options under Section 2 above in the following
19 procedure:

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

21 b. Option choices will be allocated in order of seniority, the most senior employee
22 having priority; provided, however, bumping choices will be allocated according to c. below:

23 c. It is the intent for bumping to proceed in reverse seniority order, with the least
24 senior employee the one to be displaced first. No employee may be bumped ahead of the least senior
25 employee in the same job classification.

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

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

3 **Section 6.** The Chief of Nursing Services shall determine which positions an employee
4 subject to layoff is qualified to select as an option. This decision shall be final; however, an
5 employee may request and the Chief of Nursing Services may agree to allow an employee to bump
6 into a position for which he/she has not been deemed qualified, and serve a six months' probation
7 period. The determination whether an employee is qualified will assume an appropriate orientation to
8 the new position.

9 **Section 7.** Employees who are laid off shall be placed on a recall list for a period of two years
10 from the date of layoff. Employees shall be recalled to openings in the classification from which laid
11 off in seniority order, the most senior to be recalled first. Refusal of a job offer may be grounds for
12 removal from the recall list.

13 **Section 8.** The Department and/or Human Resources Division, Department of Executive
14 Services may offer additional layoff options in accordance with the King County Workforce
15 Management Plan.

1 **ARTICLE 18: SAVINGS CLAUSE**

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

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1 **ARTICLE 19: WAIVER CLAUSE**

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

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1 **ARTICLE 20: SAFETY STANDARDS**

2 ***Section 1. Safe Working Conditions.*** Safe working conditions shall be provided in
3 compliance with the Washington Industrial Safety and Health Act (WISHA).

4 ***Section 2. WISHA Standards.*** All work shall be performed in a competent manner in
5 accordance with the Washington Industrial Safety and Health Act (WISHA).

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ARTICLE 21: PRODUCTIVITY, PERFORMANCE, AND EMPLOYMENT PRACTICES

Section 1. Delivery of services in the most efficient, effective and courteous manner is of paramount importance in the Health Department. As a consequence, the parties hereby recognize the Health Department's right to determine the methods, processes and means of providing service, the rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change department equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs.

Section 2. The Association recognizes the Health Department's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, the Health Department shall, within a reasonable time period prior to implementation, place said changes on an agenda of the Conference Committee for discussion.

Section 3. Progressive Discipline: The principal objective of any disciplinary action short of termination shall be to improve the performance and efficiency of an employee. To that end, appointing authorities will utilize a system of progressive discipline. Examples of progressively severe disciplinary actions include:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Dismissal

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

Section 4 Personnel File. The employees covered by this Agreement may examine their personnel files in the Department's Personnel Office in the presence of the Personnel Officer or designee. No other personnel files will be recognized by the Employer or the Association. Materials

1 to be placed into any employee's personnel file relating to job performance or personal conduct or
2 any other material that may have an adverse effect on the employee's employment shall be brought to
3 his/her attention with copies provided to the employee for his/her signature. Employees who
4 challenge material in their personnel files are permitted to insert material related to the challenge.
5 At the employee's request, materials relating to corrective counseling will be removed from the
6 employee's file after a twelve (12) month period, unless another act of misconduct has been
7 committed during the twelve (12) month period.

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1 **ARTICLE 22: TERM OF AGREEMENT**

2 This agreement covers the period from January 1, 2002, through December 31, 2004. The
3 terms shall be in effect when ratified by the parties, unless a different effective date is specified.

4 Written notice must be served by either party upon the other party of its intent to terminate or modify
5 this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31,
6 2004.

7
8 APPROVED this _____ day of _____, 2002

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12 By _____

13 King County Executive

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16 **SIGNATORY ORGANIZATION:**

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20 _____
21 Washington State Nurses Association

ADDENDUM A

2002 Salary Schedule

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| Assistant Personal Health Services Supervisor (Clinic) | 28.25 | 29.63 | 30.35 | 31.10 | 31.86 | 32.64 | 33.44 | 34.26 | 35.10 | 35.96 |
| Assistant Personal Health Services Supervisor (Jail) | 32.66 | 34.26 | 35.10 | 35.96 | 36.84 | 37.68 | 38.53 | 39.41 | 40.32 | 41.24 |
| Personal Health Services Supervisor (Clinic) | 31.12 | 32.64 | 33.44 | 34.26 | 35.10 | 35.96 | 36.84 | 37.68 | 38.53 | 39.41 |
| Personal Health Services Supervisor (Jail) | 35.98 | 37.68 | 38.53 | 39.41 | 40.32 | 41.24 | 42.19 | 43.16 | 44.15 | 45.18 |

Effective January 1, 2002, employees will be placed on the above salary schedule according to job classification, on the same step the employee held in the previous salary range in effect on December 31, 2001. Effective January 1 of 2003 and 2004, salary step advancement and cost of living shall be as provided in Article 7.1 of this agreement.