



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 17, 2017

Ordinance 18583

Proposed No. 2017-0364.1

Sponsors Kohl-Welles

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Washington State Nurses Association (Staff
4 Nurses - Departments: Public Health, Adult and Juvenile
5 Detention (Juvenile Detention)) representing employees in
6 the departments of public health and adult and juvenile
7 detention; and establishing the effective date of said
8 agreement.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated by and between
11 King County and Washington State Nurses Association (Staff Nurses - Departments:
12 Public Health, Adult and Juvenile Detention (Juvenile Detention)) representing
13 employees in the departments of public health and adult and juvenile detention, which is
14 Attachment A to this ordinance, is hereby approved and adopted by this reference made a
15 part hereof.

16 SECTION 2. Terms and conditions of said agreement shall be effective from
17 January 1, 2017, through and including December 31, 2019.
18

Ordinance 18583 was introduced on 9/11/2017 and passed by the Metropolitan King
County Council on 10/16/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Joseph McDermott, Chair

ATTEST:

Melani Pedroza, Clerk of the Council



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KING COUNTY COUNCIL
CLERK

APPROVED this 19TH day of OCTOBER, 2017.

DOW CONSTANTINE FOR

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and Washington State Nurses Association
Representing Employees in Seattle King County Public Health and Department of Adult and Juvenile
Detention, Juvenile Division

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

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

These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the Employer) and the Washington State Nurses Association (hereinafter referred to as the Association). This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between Seattle King County Public Health (hereinafter, the Department) 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 Seattle King County Public Health and to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the Employer has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Department 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: NON-DISCRIMINATION

Section 2.1 Gender-Neutral Language: Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

Section 2.2 Non-discrimination: The Employer and the Association further agree that they will not discriminate against any nurse by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any

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

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

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

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

1 provide information on the Association and the contract.

2 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

11 **ARTICLE 5: EMPLOYMENT PRACTICES**

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

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

- 28 a. Oral reprimand

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **Section 6.2 Process:**

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

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

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

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

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

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

1 processed within the time limits set forth herein.

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

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

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

10 **Section 7.2.1 2017 Wage Increases:** The general wage increase for 2017 shall be 2.25%
11 over base wages provided the Agreement is adopted by ordinance. Advanced Registered Nurse
12 Practitioner rates shall be increased by an additional 3%. The increases shall be effective January 1,
13 2017 for retroactive compensation purposes.

14 Additionally, upon successful ratification by the Union and Council each nurse represented
15 under the Agreement shall receive a one-time lump payment of \$650.00 subject to standard payroll
16 withholdings and taxes.

17 **Section 7.2.2 2018 Wage Increases:** The general wage increase for 2018 shall be 2.25%,
18 provided the Agreement is adopted by ordinance as provided under Section 7.2.

19 **Section 7.2.3 2019 Wage Increases:** The general wage increase for 2019 shall be 2.75%
20 over base wages provided the Agreement is adopted by ordinance as provided under Section 7.2.

21 **Section 7.2.4 Step Increases:** Annually on January 1, non-probationary regular and term-
22 limited temporary employees who are not at the top step will advance to the next higher step on the
23 salary range. After enactment of this Agreement, temporary employees will be given step increases
24 in accordance with the progression rate established in this Agreement on the employee's anniversary
25 date.

26 **Section 7.2.5 Probation and Step Increases:** Appointment as a career service employee is
27 accomplished only after the employee successfully completes a probationary period of six (6)
28 months. The Department may extend a nurse's probationary period for up to an additional six (6)

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

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

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

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

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

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

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

27 **Section 7.4.3** Part-time and temporary employees, other than probationary, provisional and
28 term-limited employees, who exceed the calendar year working hours threshold defined in Article 21

1 facilities (KCCF, MRJC, and JDC) must obtain and maintain security clearance.

2 **Section 7.7 License Fees:** The Department shall pay for the cost of the following fees for all
3 full-time regular and part-time regular Nurse Practitioners with ARNP status:

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

6 **Section 7.8 Shift Differentials:** A bargaining unit employee scheduled to work in a 24-hour
7 facility or site which is staffed for 24-hour operation and scheduled to work during the evening shift
8 or night shift, shall receive one of the following shift differentials for all hours worked during such
9 shift.

10 Evening Shift: \$2.50 per hour

11 Night Shift: \$4.00 per hour

12 The applicable premium will be paid for all time worked during the corresponding shift. For
13 24-hour facilities in Public Health the shifts are as follows:

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

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

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

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

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

1 and fifty cents (\$1.50) per hour more than their normal hourly rate and in accordance with Article
2 15.5. This premium pay shall only be due for hours actually worked and not for paid leave benefits.
3 Preceptor premium pay shall be included in the calculation of the nurse's FLSA regular rate for
4 purposes of payment for hours which qualify as overtime under the FLSA. The Department shall
5 reduce to writing the length of each preceptor assignment.

6 **Section 7.13 *Salary Step Placement for Transfer:*** Employees who transfer within the same
7 job classification from a JHS to a general assignment or vice versa shall remain at the same salary
8 step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the JHS
9 schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

10 **Section 7.14 *Salary Step Placement for Promotion:*** An employee who attains a higher level
11 title through a promotional, competitive process shall be placed at the pay step in the higher salary
12 range resulting in an increase that constitutes an approximately five percent increase above the
13 former rate of pay, provided that such placement shall never exceed the maximum step established
14 for the higher paying title. All hours worked in a higher classification, as provided in Article 14.1,
15 will be paid as for a promotion.

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

21 **Section 7.15 *Charge Nurse Pay:*** A nurse assigned the duties of Charge Nurse has assigned,
22 limited supervisory and leadership responsibilities in addition to providing direct patient care
23 services. Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium
24 over the nurse's base rate of pay. Charge Nurse pay shall be included in the calculation of the nurse's
25 FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.
26 Examples of Charge Nurse duties include day-to-day problem solving and reporting, assignment and
27 distribution of work or maintenance of a balanced workload among employees. A Charge Nurse
28 shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.

1 certification pay will be effective the first full pay period after the date a copy of documentation of
2 certification is received by the Employer.

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

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

14 **Advanced Practice Nurse Specialists Certifications**

- 15 ● Child/Adolescent Psychiatric–Mental Health CNS
- 16 ● Pediatric CNS
- 17 ● Public/Community Health CNS
- 18 ● Diabetes Management—Advanced

19 **RN/PHN Certifications**

- 20 ● CCHP-RN Certification
- 21 ● International Board Certified Lactation Consultant (IBCLC)
- 22 ● Ambulatory Care Nursing
- 23 ● Community Health Nursing
- 24 ● Advanced Forensic Nursing
- 25 ● Diabetes Management
- 26 ● Nursing Case Management
- 27 ● Pediatric Nursing
- 28 ● Psychiatric-Mental Health Nursing

1 **ARTICLE 8: VACATIONS**

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

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

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

9

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 **Section 10.6.3 FMLA Leave To Care For An Injured Service Member:** Pursuant to federal
12 law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for a
13 spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member with
14 a serious injury or illness when the injury or illness is incurred by an active duty member of the
15 military while in the line of duty. A covered service member is a current member of the Armed
16 Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment,
17 recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability
18 retired list for a serious injury or illness. Any FMLA leave used for reasons other than to care for a
19 qualified service member shall count toward the 26-week limit in a 12-month period.

20 **Section 10.6.4 Sick Leave Donation:** Employees covered by this Agreement are eligible for
21 the sick leave donation program provided in KCC 3.12.223 and the King County Personnel
22 Guidelines.

23 **Section 10.7 Military Leave:** Pursuant to RCW 38.40.060 Military leaves for public
24 employees, every officer and employee of the state or of any county, city, or other political
25 subdivision thereof who is a member of the Washington national guard or of the army, navy, air
26 force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed
27 forces of the United States shall be entitled to and shall be granted military leave of absence from
28 such employment for a period not exceeding twenty-one (21) days during each year beginning

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

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

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

24 **Section 10.12 Paid Parental Leave**

25 **Section 10.12.1 Eligibility**

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

1 Administrative Services Manager who shall forward copies to the Association and to the Office of
2 Labor Relations.

3 **Section 13.2.1 *Change to FLSA Workweek:*** The parties agree that the next time there is
4 occasion to conduct a re-bid at either Jail Health Services site (KCCF or MRJC), pursuant to Section
5 13.6.2, both sites will conduct a re-bid concurrently and the re-bid will include a change to the FLSA
6 workweek, from a Sunday-through-Saturday workweek to a workweek that begins Saturday at 12:01
7 a.m. and ends Friday at 12:00 a.m. At that time, all positions covered by this Agreement (including
8 those outside Jail Health Services) will convert to the same workweek on the same effective date.
9 Nurses will not incur a loss of pay as result of the transition period.

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

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

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

22 **Section 13.3.2 *Hours Worked In Excess of Regularly Scheduled Day (Daily Overtime):***
23 All nurses that perform work over eight (8), ten (10), or twelve (12) hours in one (1) work day,
24 depending on the employee's regular schedule, shall be paid at the rate of one and one-half (1-1/2)
25 times the nurse's applicable base rate of pay (listed in Addendum A), and one and one-half (1-1/2)
26 times the following premiums and differentials, where applicable: longevity pay, weekend pay, shift
27 differential, charge nurse pay, JHS assignment rate (per Section 7.12), and out-of-class pay (per
28 Section 14.1), provided that such work is authorized by the employee's supervisor. All nurses shall

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

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

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

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

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

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

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

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

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

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

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

1 timely notice of schedules and schedule changes. To that end, the Department shall make reasonable
2 efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.
3 Prior to changing an employee's regularly scheduled day off, the supervisor shall first contact the
4 employee to discuss said change.

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

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

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

15 The JHS Monthly Schedule will be created as follows:

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

20 b. Beginning October 1, 2017, the "Draft Schedule" with needs will be displayed by
21 the 1st of the preceding month that it takes effect. It includes short-term temporary, term-limited
22 temporary, career service staffing patterns, approved vacation, holidays, sick time, planned leaves
23 and any extra shifts that career service nurses have requested. Agency shifts will only be scheduled
24 on the "Draft Schedule" to backfill extended schedule vacancies (e.g., shift vacancies caused by
25 FMLA). The County values the high quality work of our nurses and will work to minimize the use of
26 agency staff.

27 c. Between the 1st and the 10th of the preceding month that the schedule takes effect,
28 career service staff, probationary, short-term temporary, term limited temporary, and temporary

1 of impacted employee and supervisor.

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

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

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

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

18 2. If regular nurses are regularly required to work outside their specific budgeted FTE
19 (80 hrs/2 week = 1.0 FTE, *within .2 FTE of the position held by the impacted employee*), the
20 Association may request that the position be reviewed to determine whether it is feasible to increase
21 or decrease the position's FTE. If such change is jointly determined, the Department Director shall
22 make a request to the Budget Office.

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

24 **Section 14.1 Payment for Work in a Higher Classification:** Whenever an employee is
25 assigned by proper authority to perform all the duties and accept all of the responsibility of an
26 employee at a higher paid classification, he/she shall be paid at the rate established for such
27 classification while performing such duties and accepting such responsibility. Proper authority shall
28 be a supervisory employee in the line of organization outside of the bargaining unit, and if his

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

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

9 **Section 15.3 Nursing Practice Committee:** The parties agree to establish and maintain a
10 Nursing Practice Committee. The Committee shall consist of three Association members and three
11 representatives of the Department. The Association shall designate the Committee chair. The
12 purpose of the Committee shall be to develop recommendations to the Executive Conference
13 Committee and the Department on issues of nursing practice and client care. The Committee shall
14 meet during the month prior to the scheduled Executive Conference Committee meeting. The
15 Nursing Practice Committee Report shall be a standing agenda item for the Executive Conference
16 Committee.

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

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

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

24 **Section 15.5.1** A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health
25 Nurse, Advanced Practice Nurse Specialist, Nurse Recruiter or Advanced Registered Nurse
26 Practitioner with at least one year of continuous relevant experience who is assigned specific
27 responsibility for planning organizing, teaching, and evaluating the new skill development of a
28 student intern or nurse employed by the Department who is participating in a specific Preceptor

1 association in improving the quality and availability of nursing service and health care or training as
2 defined by American Medical Association standards and/or American Nursing Association standards.
3 Conferences or portions of conferences relating solely to union business are not considered
4 professional meetings.

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

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

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

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

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

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

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

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

19 c. The employee may displace (bump) the least senior employee in the same job class
20 within the same Employment Sector for which the employee is qualified. A Nurse Practitioner
21 without prescriptive authority shall not bump a Nurse Practitioner with prescriptive authority. A
22 nurse who is based in and works in the North and South sectors has the right to bump the least senior
23 nurse and may be bumped by a more senior nurse from either the North or South sector. A float pool
24 nurse has the right to bump the least senior nurse in the North or South Sector and may be bumped by
25 a nurse from either the North or South sector in accordance with the terms of this Agreement. The
26 employee must serve a six-month trial service period as defined in Section 21.27 if the new position
27 is in a different division or program from the position from which the employee was laid off. In the
28 event the employee does not successfully complete trial service, or the employee determines the new

1 having priority; provided, however, bumping choices will be allocated according to c. below, and
2 vacant positions will be allocated according to e. below:

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

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

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

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

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

27 **Section 17.7** Employees who transfer or bump into a position due to a layoff shall not serve a
28 probation period; however, the employee will serve a six-month trial service period, as defined in

1 employer in the regular state unemployment compensation program.

2 **ARTICLE 18: SAVINGS CLAUSE**

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

9 **ARTICLE 19: WAIVER CLAUSE**

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

16 **ARTICLE 20: SAFETY STANDARDS**

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

19 **Section 20.2 *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 20.3 *Protective Clothing and Equipment:*** Protective devices, protective equipment
22 and protective clothing when required by the employer, laws or regulations, will be furnished to and
23 used by the employees.

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

28 **Section 20.5 *Employees Must Comply with Safety Rules:*** It shall be the duty of every

1 council shall be considered to be executive departments for the purpose of determining the
2 applicability of Section 550 of the charter.

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

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

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

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

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

20 **Section 21.7 "Full-time regular position"** means a regular position which has an established
21 work schedule of not less than thirty-five hours per week in those work units in which a thirty-five
22 hour week is standard, or of not less than forty hours per week in those work units in which a forty-
23 hour week is standard.

24 **Section 21.8 "Part-time employee"** means an employee employed in a part-time position.
25 Under Section 550 of the charter, part-time employees are not members of the career service.

26 **Section 21.9 "Part-time position"** means an other than a regular position in which the part-time
27 employee is employed less than half time, that is less than 910 hours in a calendar year in a work unit in
28 which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in

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

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

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

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

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

28 **a. Grant-funded projects:** These positions will involve projects or activities that are

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

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

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

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

25 If the nurse is serving the Trial Service Period pursuant to being in a layoff situation under
26 Article 17 and the nurse or management end the Trial Service Period for the reasons stated in the
27 foregoing paragraph, the nurse will be placed in layoff status and will be eligible for recall for two (2)
28 years following the date of layoff or reduction of hours (See Section 17.8). The time spent in the

1 action on the part of the Employer shall be final and binding upon the Association and its members
2 and shall in no case be construed as a violation by the employer of any provisions in this Agreement.

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1 mitigate the effects of these changes.

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

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

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

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

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

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

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

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

3 **Section B.1.7.** No overtime compensation will be paid for employee-initiated training, unless
4 so required by the provisions of the Fair Labor Standards Act (FLSA).

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

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

- 12
- 13 Per Diem Nurse
- 14 Voluntary Nurse (Overtime/Combination)
- 15 Part-Time Nurse
- 16 Agency Nurse
- 17

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

24 **B.2. REDUCTION IN FORCE**

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

1 shall be considered to be on "entry probation" for a period of six (6) months from the date of hire.
2 During this probationary period, an individual may be terminated without prior notice by the
3 department, and such discharge shall not be subject to the Grievance Procedure provided by the
4 Public Health collective bargaining agreement.

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

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

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

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

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

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

21 Short term conferences for professional growth and development of the individual nurses, as
22 related to their current duties and/or meetings and committee activities of the professional association
23 at the 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 as defined by American Medical Association standards and/or American Nursing
26 Association standards.

27 The Director of the Department of Adult and Juvenile Detention, Juvenile Division or
28 designee may grant up to five (5) days at the nurse's base salary or other higher wage rate as may be

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PART D. DURATION AND EFFECTIVE DATE

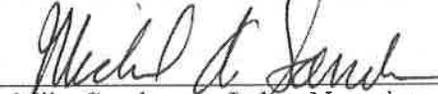
This Agreement shall become effective when enacted by Council and shall not be retroactively applied, unless a different effective date is specified, and covers the period of January 1, 2017 through December 31, 2019. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31, 2019.

APPROVED this 30th day of August, 2017.

By: 
Dwight D. Rively FOR
King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

 7/19/17
Hanna Welander, BSN, RN, Nurse Representative Date

 7/17/17
Mike Sanderson, Labor Negotiator, WSNA Date

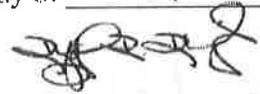
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3. Upon request, King County shall provide the following information to WSNA:

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

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

APPROVED this 30th day of August, 2017.


By: Dwight R. Dively For
King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

Hanna Welander
Hanna Welander, BSN, RN, Nurse Representative 7/19/17
Date

Mike Sanderson
Mike Sanderson, Labor Negotiator, WSNA 7/17/17
Date

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

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

18583

Wages Effective 1/1/2018 (+2.25%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$37.22	\$38.46	\$40.23	\$41.46	\$43.97	\$45.59	\$47.30	\$48.86	\$49.57	\$51.09	\$52.36
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$42.81	\$44.21	\$46.25	\$47.68	\$50.55	\$52.42	\$54.39	\$56.18	\$57.01	\$58.75	\$60.22
3313100	332101	Advanced Registered Nurse Practitioner	\$41.55	\$42.93	\$44.93	\$46.32	\$49.06	\$50.89	\$52.81	\$54.52	\$55.31	\$57.05	\$58.48
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$47.78	\$49.38	\$51.67	\$53.26	\$56.43	\$58.52	\$60.73	\$62.71	\$63.59	\$65.59	\$67.26
3311100	331202	Licensed Practical Nurse	\$22.01	\$22.57	\$23.15	\$23.67	\$24.32	\$25.07	\$25.51	\$26.20	\$26.83	\$27.46	\$28.17
3311110	331203	Licensed Practical Nurse - Jail	\$25.32	\$25.97	\$26.62	\$27.23	\$27.97	\$28.83	\$29.34	\$30.12	\$30.86	\$31.59	\$32.38
3308100	330802	Nurse Recruiter	\$37.22	\$38.46	\$40.23	\$41.46	\$43.97	\$45.59	\$47.30	\$48.86	\$49.57	\$51.09	\$52.36
3312200	331402	Public Health Nurse	\$33.61	\$34.81	\$36.04	\$37.91	\$39.15	\$40.73	\$42.32	\$43.03	\$43.71	\$44.81	\$45.92
3312210	331403	Public Health Nurse - Jail	\$38.64	\$40.02	\$41.44	\$43.59	\$45.04	\$46.83	\$48.66	\$49.47	\$50.27	\$51.54	\$52.81
3312220	331501	Public Health Nurse - Juvenile	\$38.64	\$40.02	\$41.44	\$43.59	\$45.04	\$46.83	\$48.66	\$49.47	\$50.27	\$51.54	\$52.81
3312100	331302	Registered Nurse	\$30.75	\$32.00	\$33.25	\$34.44	\$35.48	\$36.62	\$37.85	\$39.22	\$40.55	\$41.99	\$43.06
3312110	331303	Registered Nurse - Jail	\$35.36	\$36.80	\$38.22	\$39.61	\$40.81	\$42.12	\$43.55	\$45.11	\$46.65	\$48.31	\$49.51
3312120	331304	Registered Nurse - Juvenile	\$35.36	\$36.80	\$38.22	\$39.61	\$40.81	\$42.12	\$43.55	\$45.11	\$46.65	\$48.31	\$49.51

ADDENDUM B
MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2017 through December 31, 2018
For Represented Benefits-Eligible Employees
By and Between King County
And
Washington State Nurses Association
Staff Nurses

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

WHEREAS, certain designated representatives of King County ("County") and the Unions signatory to this Memorandum of Agreement ("Agreement") have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purposes of negotiating the plan provisions and funding of the County's fully insured and self-insured medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs ("insured benefits"); and

WHEREAS, the County and the Unions signatory hereto have agreed to a format for funding and negotiating plan provisions to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, it is the policy objective of the County that a sustainable compensation package be achieved by reducing the year-over-year growth rate of the county's overall employee compensation budget to align with the county's population-adjusted inflation rate; and

WHEREAS, the total compensation budget includes, but is not limited to, adopted expenditures for all wages, leaves, retirement contributions, and insured benefits for active employees; and

WHEREAS, the County provides total compensation in a manner that is sustainable and enables it to recruit and retain quality employees; and

WHEREAS, the County and the Unions agree that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan ("HMO"), and a Preferred Provider Organization Plan ("PPO"); and

WHEREAS, the JLMIC agrees to explore options that incent benefits-eligible employees to choose health care that is more effective and produces better health outcomes;

- 6. Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachments A and B, including but not limited to maintaining the 2016 JLMIC-Eligible Employees' out-of-pocket costs for the PPO Plan and HMO Plan, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The parties hereby agree to make the following modifications:
- a. Effective January 1, 2018, the definition of domestic partner shall be conformed to match State law;
 - b. Effective January 1, 2017, the JLMIC will no longer subsidize the cost of medical benefits for those eligible for early retirement; provided that, if the Affordable Care Act is repealed or substantially modified, the parties agree to reopen negotiations to address this Section 6(b).
- 7. Modification to Plan Provisions and Administration of Protected Fund Reserve.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
- 8. Supplemental Medical Plans and Healthy Incentives.** During the term of this Agreement, the JLMIC will add supplemental plan options beyond the PPO Plan and the HMO Plan for the 2018 benefit year. In addition, the JLMIC agrees to negotiate changes to the Healthy Incentives program to be effective for the 2018 benefit year; provided that, in the absence of agreement to the contrary, the County will absorb any additional cost above the status quo 2016 cost associated with those changes for the life of this Agreement.
- 9. Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a "true-up meeting" no later than April 15 of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.
- 10. Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below fifteen million dollars (\$15,000,000), the JLMIC must consider plan changes and may consider other funding options to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1 of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts ("Panel") for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the Unions signatory hereto, and one expert selected jointly by the two selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15. The Panel shall be empowered to make plan design changes and/or add employee premium share and/or County contribution increases. The costs of the Panel shall be shared equally by the Parties.

ADDENDUM B
Attachment A

<i>Summary</i>	KingCare SM Gold	KingCare SM Silver	KingCare SM Bronze
<i>Annual Deductible</i>	\$300/person \$900/family	\$600/person \$1,800/family	\$800/person \$2,400/family
<i>Coinsurance (Medical)</i>	85% network 65% out-of-network	75% network 55% out-of-network	75% network 55% out-of-network
<i>Emergency Room Copay</i>	\$200	\$200	\$200
<i>Annual Out-of-Pocket Maximum Medical (Includes deductibles and coinsurance)</i>	Network: \$1,100/person \$2,500/family Out-of-network: \$1,900/person \$4,100/family	Network: \$1,600/person \$3,800/family Out-of-network: \$2,400/person \$5,400/family	Network: \$2,000/person \$4,800/family Out-of-network: \$2,800/person \$6,400/family
<i>Retail Prescription Drug</i>	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 ncn-preferred brand
<i>Annual Out-of-Pocket Maximum (Rx)</i>	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family
<i>Lifetime Maximum</i>	No limit	No limit	No limit
<i>BAF</i>	\$100 per month	\$100 per month	\$100 per month

**ADDENDUM B
ATTACHMENT C
MEMORANDUM OF AGREEMENT**

By and Between

King County and the Joint Labor Management Insurance Committee

Regarding

HRA VEBA

Elections and Health Benefits for 2015 and 2016

For Represented Benefits-Eligible Employees

Whereas, the parties have negotiated employees' participation in the Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest since 2007; and

Whereas, the parties seek to clarify, update and make consistent the HRA VEBA options and elections process available to King County employees; and

Whereas, the parties have negotiated in good faith; now

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

1. The County adopted the HRA VEBA Plan in 2007. The HRA VEBA Plan is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a VEBA bargaining unit opts to participate in the HRA VEBA Plan, all eligible employees in positions covered by the bargaining unit must participate. The specific VEBA funding options put in place via the agreed upon King County VEBA elections process will remain in effect for that bargaining unit, unless specific action is taken through this same process to amend or terminate it. Prior to having access to HRA VEBA contributions, the employee must complete and submit an HRA VEBA enrollment packet to Benefits, Payroll and Retirement Operations (BPROS).

**ADDENDUM B
ATTACHMENT C**

- To access HRA VEBA contributions while an active employee, a union member must be covered by a qualified group health plan.
- If a union member opts out of King County's medical plan and is not covered under another qualified group health plan, he/she must continue to contribute \$50 a month but will be unable to access the funds until separation of employment.
- If a union member subsequently opts back into a King County medical plan (and was not covered under a qualified group health plan) then:
 - HRA VEBA funds contributed during the opt-out period may only be accessed upon separation.
 - HRA VEBA funds contributed after the opt-in period may be accessed immediately for qualified expenses.

The parties understand that the VEBA options and elections process must comply with applicable law, and options available or conditions placed on specific options may change from time to time as necessary to comply with legal and systems requirements. Should the County need to change options or process due to legal requirements or systems changes, it will so notify unions and discuss such changes in the Joint Labor Management Insurance Committee (JLMIC).

A *Qualified Group Health Plan* is defined as a health plan that meets the minimum value requirements of the Affordable Care Act (ACA) law. For example, these may include plans sponsored by an employer or group of employers, coverage through a former employer and TRICARE but do not usually include Medicare, Medicaid, Veterans Administration (VA) coverage or individual plans purchased through the Health Insurance Marketplace (exchange).

Unions opting to conduct a VEBA election must report election results for each bargaining unit to King County BPROS using the King County standardized form found on the BPROS Website. If there are discrepancies in the parties' understandings of the makeup of the individual bargaining units, the parties will meet to discuss and resolve the issue.

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

Joint Labor Management Insurance Committee VEBA Memorandum of Agreement

000U0114_VEBA 000U0116_HealthBenefits_2017-2018_Attachment C-VEBA

310C0117_Addendum B_310U0317_000U0116R_HealthBenefits_2017-2018_Attachment C

**ADDENDUM B
ATTACHMENT C**

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

6. Term. This Agreement shall be effective January 1, 2014, through December 31, 2016, consistent with the duration of the JLMIC Benefits Agreement, and any successor to this Memorandum of Agreement is intended to track with future JLMIC Benefits Agreements.

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

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

Agreement Regarding Alternative Schedule Agreement and Shift Premium:

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

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

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

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

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

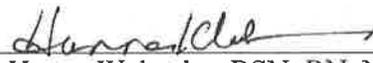
hours.

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

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

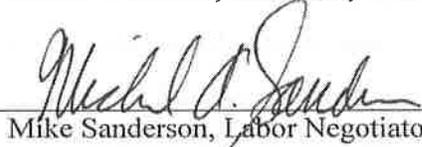
8. Employees working alternative shifts will be paid for two 15-minute breaks and one 30-minute lunch break.

For the Washington State Nurses Association:



Hanna Welander, BSN, RN, Nurse Representative

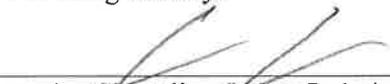
7/19/17
Date



Mike Sanderson, Labor Negotiator/Attorney

7/17/17
Date

For King County:



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

7/27/17
Date

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

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

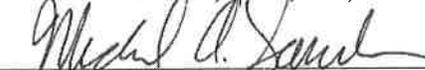
King County and the Washington State Nurses Association, representing Supervisors and Managers in Seattle-King County Public Health, agree employees under the collective bargaining agreement effective January 1, 2017 through December 31, 2019, who choose to use their own personal vehicles and park at the Goat Hill Garage or King Street Center will be subject to parking rates as follows. Parking fee reimbursement at Goat Hill will be provided to nurses assigned to night shift at the King County Correctional Facility.

Rates	Type	Current	Increase
Monthly Rates	Unreserved	\$260	\$300
	Reserved	\$300	\$385
	Carpool/Electric Car	\$182	\$210
	ADA	\$130	\$150
Daily Rates	Daily Maximum	\$15	\$20
	After-Hours / Weekend	\$7	\$7
	Motorcycles	\$5	\$5

For the Washington State Nurses Association, Staff Nurses:

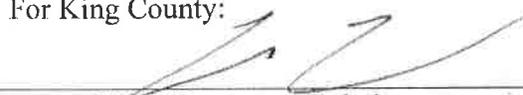

 Hanna Welander, BSN, RN, Nurse Representative

7/19/17
 Date


 Mike Sanderson, Labor Negotiator/Attorney

7/17/17
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For King County:


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