



King County

**Metropolitan King County Council
General Government and Labor Relations Committee**

Staff Report

Agenda item No: **5**
Ordinance No: **2008-0120**

Date: **March 11, 2008**
Prepared by: **Mike Alvine**

SUBJECT

Proposed Ordinance 2008-0120 would approve a new three-year collective bargaining agreement negotiated between King County and the Washington State Nurses Association representing employees in the department of Public Health. It also would approve a Memorandum of Agreement with nurses who work in the Juvenile Detention Division.

SUMMARY

The proposed ordinance would approve a new three-year collective bargaining agreement and a Memorandum of Agreement with the Washington State Nurses Association. Two bargaining units are covered by these agreements. Both agreements run from January 1, 2007 through December 31, 2009.

The Bargaining Unit at a Glance

The approximately 400 employees in the two bargaining units work in the department of Public Health and the department of Adult and Juvenile Detention. The Public Health nurses provide clinical services, home visits, prevention and health education to King County residents. The nurses in the Juvenile Detention Division provide clinical nursing services to detained youth.

The current agreement expired on December 31, 2006. A tentative agreement was reached 12/22/06 and this agreement was not ratified by the members. A second tentative agreement was reached 11/6/07 and this was agreement was approved by the membership December 4, 2007.

Consistency with Labor Policies

The proposed CBA appears consistent with adopted labor policies except for the timely implementation of new agreements.

Performance Evaluations

The main collective bargaining agreement provides for annual performance evaluations and they do receive annual evaluations.

Binding Arbitration – Binding arbitration is not available during the bargaining process, but it is available to resolve grievances.

New CBA Provisions

Productivity Standards – Individual productivity standards will be established for all nurses. No nurse will be subject to discipline without just cause for failing to meet productivity standards. Productivity standards may be addresses in labor management committees.

Standardize Work Week – The union and the County have agreed that Juvenile Detention nurses will move from the previous 72-hour bi-weekly work period to an 80-hour work period.

New Step – Effective January 1, 2008, both bargaining units will have an 11th step, which is 2.5 percent above step 10. Typically most job classifications have 10 steps.

Range Increases – Effective January 1, 1008, the classification of Advanced Registered Nurse Practitioner will receive a five percent range increase (new range is \$31.85/hr-\$44.81/hr) as will the Advanced Registered Nurse Practitioner-Jail classification (new range is \$36.63/hr-\$51.53/hr). Executive staff report that this is being done to reflect market conditions and the challenge of recruiting for these positions.

Range Increase – Effective January 1, 2009, all classifications will receive a two percent range increase. Executive staff report that this was done to reflect market conditions and trends.

Ongoing Contract Provisions

Notable standard provisions are listed below.

Cost of Living Adjustments (COLA) – The contract provides for the standard COLA of 90 percent of the CPI-W, September to September. There is a floor of two percent as a minimum increase and a ceiling of six percent maximum wage increase.

Longevity Premium – The agreement continues longevity premiums in accordance with the table below.

Years of Service	Premium (% of Salary)
After 8 years	2%
After 10 years	3%
After 12 years	4%
After 15 years	5%
After 17 years	6%
After 20 years	7%

No Strike Provision – The agreement calls for no strikes or work slowdowns.

Fiscal Note – The cost to implement the CBA for 2007 is \$588,568 while 2008 costs are estimated at \$1,180,552 and 2009 costs are estimated at 1,235,206. Implementing the agreement will require a supplemental appropriation. It is anticipated that the Operating Budget and Select Issues Committee will consider that ordinance on Wednesday, March 12th.

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2007	2008	2009
Public Health	1800	Public Health	\$ 400,226	\$ 802,775	\$ 839,940
CX	10	Public Health	\$ 176,486	\$ 352,592	\$ 366,923
CX	10	DAJD	\$ 11,856	\$ 25,184	\$ 28,343
TOTAL			\$ 588,568	\$1,180,552	\$ 1,235,206

ATTACHMENTS

1. Proposed Ordinance 2008-0120
2. Fiscal Note
3. Transmittal letter, received February 21, 2008

INVITED

1. Jim Johnson, Labor Negotiator, Labor Relations, Department of Executive Services
2. Liz Ford, Manager, Labor Relations, Department of Executive Services
3. Hannah Welander, Union Representative, Washington State Nurses Association



KING COUNTY

Signature Report

March 10, 2008

Ordinance

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

Proposed No. 2008-0120.1

Sponsors Gossett and Phillips

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

8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

15 SECTION 2. Terms and conditions of said agreements shall be effective from
16 January 1, 2007, through and including December 31, 2009.
17

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments A. Agreement Between King County and Washington State Nurses Association
 Representing Employees in Seattle King County Public Health, B. Addendum A
 Washington State Nurses Association Seattle-King County Dept of Public Health Staff
 Nurses Wages Effective 1-1-07, C. Addendum A Washington State Nurses
 Association Seattle-King County Dept of Public Health Staff Nurses Wages Effective
 1-1-08, D. Memorandum of Agreement by and Between King County and Washington
 State Nurses Association Representing Employees in Department of Adult and
 Juvenile Detention Juvenile Division

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**AGREEMENT BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
SEATTLE KING COUNTY PUBLIC HEALTH**

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AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
SEATTLE KING COUNTY PUBLIC HEALTH

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.

1 **ARTICLE 2: NON-DISCRIMINATION**

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

4 **Section 2.2 Non-discrimination:** The Employer and the Association further agree that they
5 will not discriminate against any nurse by reason of race, color, age, sex, marital status, sexual
6 orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any
7 sensory, mental or physical disability, unless based on a bona fide occupational qualification
8 reasonably necessary to the normal operation of the Employer.

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

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

2 **Section 3.1 *Bargaining Unit:*** The Employer hereby recognizes the Association as the
3 exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW, of all
4 employees employed within the Department as defined by the classifications listed in Addendum A to
5 this Agreement. This shall include all full-time regular, part-time regular, probationary, term limited
6 temporary, part-time and temporary employees as these terms are defined in Article 21. Should the
7 Employer create a new non-management classification that requires an RN or LPN license, the
8 Employer will notify the Association for the purposes of negotiating an appropriate wage rate.

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

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

17 **Section 3.3 *Payroll Deduction:*** The Employer agrees to deduct from the pay check of each
18 employee who has so authorized it, the regular monthly dues uniformly required of members of the
19 Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the
20 employees involved by the tenth of the month following the payroll deduction date. Authorization by
21 the employee shall be on a form approved by the parties hereto and may be revoked by the employee
22 upon request. The performance of this function is recognized as a service to the Association by the
23 Employer. The Association will indemnify, defend and hold the County harmless against any claims
24 made and against any suit instituted against the County on account of any check-off of dues for the
25 Association. The Association agrees to refund to the County any amounts paid to it in error on
26 account of the check-off provision upon presentation of proper evidence thereof.

27 **Section 3.4 *Association Membership:*** It shall be a condition of employment that all nurses
28 working under this Agreement on its effective date who are members of the Association and all

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

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

20 If the employee has not fulfilled the above obligation by the end of the Association's thirty
21 (30) calendar day discharge notification period, the Association will thereafter notify the King County
22 Director of the Human Resources Division (HRD) in writing, with a copy to the Department Director,
23 Public Health Human Administrative Services, County Labor Relations Manager, and the employee,
24 of such employee's failure to abide by Article 3 as applicable. In this notice the Association will
25 specifically request discharge of the employee for failure to abide by the terms of the Agreement
26 between the Employer and the Association.

27 **Section 3.6 Religious Exemptions:** Employees who can substantiate in accordance with case
28 law bona fide religious tenets or beliefs or tenets that prohibit the payment of dues or initiation fees to

1 union organizations shall contribute an amount equivalent to regular Association dues and initiation
2 fees to a non-religious charity or another charitable organization mutually agreed upon by the
3 employee affected and the bargaining representative to which such employee would otherwise pay the
4 regular monthly dues and initiation fee. The employee shall provide the Association with a receipt as
5 proof of payment to the non-religious charity.

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

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

19 **Section 3.9 Orientation:** The local unit chairperson or designee will be afforded an
20 opportunity during the department's orientation of newly hired nurses covered by this Agreement to
21 provide information on the Association and the contract.
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1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

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

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1 **ARTICLE 5: EMPLOYMENT PRACTICES**

2 **Section 5.1 Jurisdiction of Nursing Care Quality Assurance Commission:** The Employer
3 recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is
4 licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in
5 conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality
6 Assurance Commission which is solely empowered by law to promulgate and interpret such rules and
7 regulations. It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also
8 practice in conformity with the rules and regulations promulgated by the Washington State Board of
9 Pharmacy. It is understood by the parties that a Registered Nurse or Licensed Practical Nurse must
10 notify the Nursing office when action is taken by the Board of Nursing affecting his/her license.

11 **Section 5.2 Progressive Discipline:** The principal objective of any disciplinary action short
12 of termination shall be to improve the performance and efficiency of an employee. To that end,
13 appointing authorities will utilize a system of progressive discipline. Examples of progressively
14 severe disciplinary actions include:

- 15 a. Oral reprimand
- 16 b. Written reprimand
- 17 c. Suspension
- 18 d. Dismissal

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

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

28 The performance evaluation system to be used by the Department will be presented to the

1 Nursing Practice Committee (as defined in Article 15) for review and comment prior to adoption.

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

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

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

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

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

26 The Department recognizes that it is preferable to fill vacancies with qualified nurses within
27 the Department rather than by hiring persons from outside the Department. The Department may
28 identify special skills and abilities and recruit externally concurrently with internal recruitments for

1 these positions in order to hire in a timely manner. Vacant bargaining unit career service positions
2 shall be filled according to the following:

3 a. Announce all position vacancies with stated minimum qualifications on the
4 Department web site (www.metrokc.gov/health).

5 b. Interview screened applicants meeting minimum qualifications from within the
6 bargaining unit.

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

10 d. Make selections for promotional positions in accordance with appropriate
11 personnel regulations and ordinances.

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

14 f. An employee who applies for and receives a lateral transfer will not be required to
15 serve another probationary period. However, at the time of acceptance of the transfer, the nurse may
16 request the Department to consider, or the Department may impose a trial service period of up to
17 three (3) months (six (6) months for nurses who transfer from a general to a Jail Health Services
18 (JHS) assignment or vice versa). A nurse who does not successfully complete the trial service period
19 shall be moved back into the nurse's former classification into any available vacancy for which he or
20 she is qualified which may be filled on a temporary basis, pending the outcome of the nurse's trial
21 service period. A lateral transfer is defined as the movement of an employee in the bargaining unit to
22 another position within the same classification within the bargaining unit. A nurse who is promoted
23 shall serve a six (6) month probationary period. A promoted nurse who does not successfully
24 complete the probationary period shall be reverted to his/her former classification and placed in any
25 available vacancy for which he/she is qualified. If there are no available vacancies, the nurse may
26 participate in the County's Career Service Support Program and shall be placed on the Public Health
27 Reversion Register for a period of two years to be reverted to the first available vacancy for which
28 he/she is qualified. If two or more employees on the Recall List compete for the same position,

1 seniority as defined in 17.1(a), shall be the deciding factor. Provided a promoted nurse may not
2 challenge the employer's decision to revert him/her to his/her former classification, this section shall
3 not prevent a promoted nurse from utilizing the grievance procedure to challenge the interpretation or
4 application of this section.

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

10 **Section 5.6 *Transfers:*** When the Department intends to transfer a position or employee from
11 one sector or site to another, the Department will first seek a volunteer for transfer. If there is no
12 volunteer, the Department will transfer the least senior, appropriately qualified employee in the job
13 classification.

14 **Section 5.7 *Personnel File:*** The employees covered by this Agreement may examine their
15 personnel files in the Department's Personnel Office in the presence of the Personnel Officer or
16 designee. No other personnel files will be recognized by the Employer or the Association. Materials
17 to be placed into any employee's personnel file relating to job performance or personal conduct or
18 any other material that may have an adverse effect on the employee's employment shall be brought to
19 his/her attention with copies provided to the employee for his/her signature. Employees who
20 challenge material in their personnel files are permitted to insert material related to the challenge.
21 At the employee's request, materials relating to corrective counseling will be removed from the
22 employee's file after a twelve (12) month period, unless another act of misconduct has been
23 committed during the twelve (12) month period.

24 **Section 5.8 *Staffing:*** The Employer recognizes that implementing a joint labor/management
25 partnership for determining staffing produces a better work environment that ensures that patients and
26 clients receive quality care and that there is recruitment and retention of LPNs, RNs, PHNs, APNSs,
27 and ARNPs. Upon request of either party, staffing issues may become a standing agenda item at
28 Local Conference Committees and/or Labor-Management Committees. The Employer will inform

1 the Association through the Conference Committees if changes in the general staffing plan for
2 nursing are considered. Such changes will be thoroughly discussed and any changes to the general
3 staffing plan shall maintain community standards of care.

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

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

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1 **ARTICLE 6: GRIEVANCE PROCEDURE**

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

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

21 Probationary, term-limited, part-time and temporary employees shall not have the right to
22 pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise
23 provided in Section 6.2. Term-limited temporary, part-time, and temporary employees who have
24 been employed by the Department for at least one year (24 full pay periods) and have worked at least
25 1,040 hours may grieve written disciplinary actions through Step 3 of this contractual grievance
26 procedure.

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

1 herein.

2 **Section 6.2 Process:** At any step in the process, the parties may agree to select a neutral third
3 party to serve as mediator. If mediation is attempted after Step 4 and is not successful, arbitration
4 may be requested as provided below, within thirty (30) days after the mediator or one of the parties
5 declares impasse. Nothing said or done by the parties or the mediator during the grievance mediation
6 session(s) can be used against them during the arbitration proceedings.

7 **Step 1. Supervisor:** A grievance shall be presented in writing by the aggrieved
8 employee (and his/her selected representative if the employee wishes) within ten (10) working days of
9 the occurrence, or the date the employee should have known of the occurrence, of such grievance to
10 the employee's immediate supervisor. The written grievance shall state the act or omission which is
11 the basis for the grievance, the date of such act or omission, the Article and Section of this Agreement
12 the employee believes was violated or misapplied, and the remedy requested. The immediate
13 supervisor shall meet with the employee (and designated Association representative) if the employee
14 so requests. If the employee requests a meeting, the immediate supervisor will contact the employee
15 (and Local Unit representative if requested by the employee) within ten (10) working days of receipt
16 of the written grievance, to schedule the meeting. Every effort will be made to schedule this meeting
17 to occur within twenty (20) working days of the receipt of the written grievance by the immediate
18 supervisor. Whenever possible, grievance meetings will be held during the employee's regular
19 working hours. The supervisor shall notify the employee in writing of his/her decision within ten (10)
20 working days after the meeting or after receipt of the grievance, if there is no meeting. If a grievance
21 is not pursued to the next level within ten (10) working days following receipt of the written response
22 from the immediate supervisor, it shall be presumed resolved.

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

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

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

28 **Step 3.1 Grievances of Disciplinary Action:** Grievances over suspension, demotion,

