

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

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3 **AGREEMENT BETWEEN**
4 **KING COUNTY AND**
5 **WASHINGTON STATE NURSES ASSOCIATION**
6 **REPRESENTING STAFF NURSES**
7 **IN SEATTLE-KING COUNTY PUBLIC HEALTH AND**
8 **DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION**

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

13 **ARTICLE 1: PURPOSE**

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

24 **ARTICLE 2: NON-DISCRIMINATION**

25 **Section 2.1 Gender-Neutral Language.** Whenever words denoting gender are used in this
26 Agreement, they are intended to apply equally to any gender.

27 **Section 2.2 Non-discrimination.** The County and the Association agree that they will not
28 discriminate against any employee by reason of race, color, sex, age, creed, marital status, national
origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual
orientation, veteran or military status, use of a service animal; or the presence of any sensory, mental

1 or physical disability, unless based on a bona fide occupational qualification reasonably necessary to
2 the normal operation of the County.

3 **Section 2.3 Avenue of Redress.** Complaints or charges under this Article shall be pursued
4 through appropriate equal employment opportunity agencies or through reporting a complaint to the
5 Human Resources Manager or the Equity Workforce Manager pursuant to the King County
6 Nondiscrimination, Anti-Harassment and Inappropriate Conduct Policy, which can be found on the
7 Department of Human Resources website.

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

9 **Section 3.1 Bargaining Unit.** The County hereby recognizes the Association as the exclusive
10 collective bargaining representative for the purposes stated in Chapter 41.56 RCW, of all employees
11 employed within the Department as defined by the classifications listed in Addendum A to this
12 Agreement. This shall include all employment position types used by the County (e.g., career
13 service, term-limited temporary, and short-term temporary). Should the County create a new non-
14 management classification that requires an RN or LPN license, the County will notify the
15 Association.

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

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

28 The County will refer all employee inquiries regarding dues deduction revocation to the

1 Association. Employees may revoke their authorization for dues payroll deductions by written notice
2 to the Association in accordance with the terms and conditions of their dues authorization form.
3 Every effort will be made to discontinue dues payroll deductions not later than the second payroll
4 period after the County receives written confirmation from the Association that the terms of an
5 employee's authorization regarding dues deduction revocation have been met.

6 The Association will indemnify, defend and hold the County harmless against any claims
7 made and against any suit instituted against the County on account of any deduction of dues for the
8 Association. The Association agrees to refund to the County any amounts paid to it in error on
9 account of the deduction provision upon presentation of proper evidence thereof.

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

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

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

25 In addition, the County will provide a monthly roster list of new hires into the bargaining unit
26 and a list of terminations. The monthly roster list shall include first name, last name, job
27 classification, FTE status, and adjusted service date or termination date. The information will be
28 provided in Microsoft Excel, CSV, or Tab Delimited format.

1 **Section 3.7 New Employee Orientation.** The local unit chairperson or designee will be
2 afforded up to 30 minutes to meet with all new employees within the new employee's first (90)
3 calendar days of employment per requirements in 41.56.037, to provide information on the
4 Association and this Agreement. Upon request by the Association, the County will allow a new
5 employee time to meet with an Association representative within the first (12) calendar days of
6 employment.

7 **Section 3.8 Paid Status for Negotiation Team Members.** The Department will provide paid
8 release time for 2 employee representatives in negotiations.

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

15 In response to a public records request made pursuant to RCW 42.56 for employee
16 information, in accordance with RCW 42.56.250, the County will not release any information from
17 personnel records and or public employment related records identified in RCW 42.56.250 about any
18 employee's residential address, residential phone numbers, personal phone numbers, personal email
19 addresses, social security numbers, driver's license in response to a public records request.

20 **Section 3.10 Electronic Devices.** The County will permit the Association officers and
21 stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar
22 equipment to communicate regarding Association business related to King County. These
23 communications will be consistent with state law and the County's Acceptable Use of Information
24 Assets Policy. The communications and the use of the County's equipment and systems must be
25 brief in duration and frequency. In no circumstance shall use of the County's equipment or systems
26 interfere with County operations, or result in additional expense to the County. The parties
27 understand and agree there is no guarantee of privacy in the communications described herein and
28 that such communications may be subject to disclosure under the Public Records Act.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2 **Section 4.1.** The Association recognizes the prerogatives of the County to operate and
3 manage its affairs in all respects in accordance with its responsibilities and powers of authority and to
4 direct the workforce except as may be limited by the express provisions of this Agreement. Such
5 functions of the County include, but are not limited to, determining the mission, budget, organization,
6 number of employees; recruiting, examining, evaluating, promoting, training, transferring employees
7 consistent with Article 11, and determining the time and methods of such action; disciplining,
8 suspending, demoting, or dismissing regular employees for just cause; assigning and directing the
9 work force; developing and modifying employee classifications; determining the method, materials,
10 and tools to accomplish the work; establishing reasonable work rules; establishing the hours of work
11 and changing work schedules consistent with Article 10; determining work locations; and the right to
12 take whatever actions may be necessary to carry out the Department's mission in case of emergency.
13 The County agrees to discharge any notice or bargaining obligations to the extent required by law.

14 **Section 4.2 Change of duties.** The County retains the right to alter the duties of a position.
15 The status of the incumbent is not affected when altered duties are consistent with the classification
16 specifications. Major alteration of essential duties must be preceded by notice of the alteration to all
17 affected employees. The County will provide necessary training and identify performance
18 expectations.

19 **ARTICLE 5: CONFERENCE COMMITTEES**

20 **Section 5.1 Local Conference Committees.** The Department jointly with the elected
21 representative of the employees covered by Addendum A of this Agreement shall establish a Local
22 Conference Committee at each work site to assist with mutual problems regarding nursing personnel
23 and client care, and for the purpose of discussing and facilitating the resolution of all problems which
24 may arise between the parties other than those for which another procedure is provided by law or by
25 other provisions of this Agreement. The function of the committee shall be limited to an advisory
26 rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as
27 mutually agreed and operate according to mutually agreed ground rules. The Local Conference
28 Committee shall consist of three representatives of administration and three representatives of the

1 employees (one of whom may be the Local Unit Chairperson or their designee). The representatives
2 may be rotated as needed depending on the issues to be discussed. A Local Conference Committee
3 may refer subjects to the Executive Conference Committee.

4 **Section 5.2 Executive Conference Committee.** An Executive Conference Committee is
5 established for issues affecting the Department or bargaining unit as a whole, except for matters for
6 which another procedure is provided by law or other provisions of this Agreement. The Executive
7 Conference Committee shall consist of equal numbers of representatives of administration and the
8 Association. Association representatives shall be the elected officers of the bargaining unit.

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

12 **Section 5.3 Conference Committee Operations.** The parties agree that the ground rules of
13 the Executive Conference Committee and Local Conference Committees will include provisions for
14 recording and distributing meeting minutes.

15 Association representatives to the Conference Committees shall be provided release time with
16 pay to attend meetings.

17 **Section 5.4 Staffing.** The County recognizes that implementing a joint labor/management
18 partnership for consideration and review of staffing issues produces a better work environment that
19 ensures that patients and clients receive quality care and that there is recruitment and retention of
20 LPNs, RNs, PHNs, APNSs, Nurse Recruiters, and ARNPs. Upon request of either party, staffing
21 issues may become a standing agenda item at Local Conference Committees and/or Labor-
22 Management Committees. The County will inform the Association through the Conference
23 Committees if changes in the general staffing plan for nursing are considered. Such changes will be
24 thoroughly discussed and any changes to the general staffing plan shall maintain community
25 standards of care.

26 **Section 5.5 Joint Labor/Management Staffing Partnership.** The County will make its
27 staffing plans available for each work site. The County and the Association will utilize Joint
28 Labor/Management Committees to develop a process for the purpose of identifying measures that can
be used to inform staffing decisions. Similar measures will be identified that will be utilized to

1 understand patient outcomes and the impact of staffing levels on patient outcomes.

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

3 **Section 6.1. Job Titles Wage Rates.** The job titles of employees covered under this
4 Agreement and the corresponding rates of pay are set forth in Addendum A which is attached hereto
5 and made a part of this Agreement.

6 **Section 6.2. 2021 General Wage Increase (GWI).** Effective January 1, 2021, the
7 classification wages listed in Addendum A shall be increased by 1%.

8 **6.2.1. 2021 Ratification Incentive.** Upon County implementation of this Agreement,
9 employees in career service positions that were in paid status on the date of Union ratification of this
10 Agreement shall receive a one-time payment of \$500.00.

11 **6.2.2.** Upon County implementation of this Agreement, employees in term-limited
12 temporary positions that were in paid status on the date of Union ratification of this Agreement shall
13 receive a one-time payment of \$250.00.

14 **Section 6.3. 2022 General Wage Increase (GWI).** Effective January 1, 2022, the
15 classification wages listed in Addendum A shall be increased by 2%.

16 **Section 6.4. Wage Step Increases.** Annually on January 1, non-probationary career service
17 and term-limited temporary employees who are not at the top step will advance to the next higher
18 step on the salary range. After enactment of this Agreement, temporary employees will be given step
19 increases in accordance with the progression rate established in this Agreement on the employee's
20 anniversary date.

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

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

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

3 **Section 6.6. JHS Assignment Premium:** Bargaining unit positions in Jail Health Services
4 will receive a 15% pay differential as reflected in Addendum A of this Agreement. All part-time and
5 full-time career service and part-time and temporary and term-limited temporary nurses working in
6 non-jail positions who are temporarily assigned to perform the duties of a Jail Health Services
7 position will be paid fifteen percent (15%) per hour above the nurse's base rate of pay. The
8 applicable general assignment and JHS assignment rates for each job classification are as listed in
9 Addendum A.

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

13 **Section 6.7. Shift Differentials.** A bargaining unit employee scheduled to work in a 24-hour
14 facility or site which is staffed for 24-hour operation and scheduled to work during the evening shift
15 or night shift, shall receive one of the following shift differentials for all hours worked during such
16 shift.

17 Evening Shift: \$2.50 per hour

18 Night Shift: \$4.00 per hour

19 The applicable premium will be paid for all time worked during the corresponding shift. For
20 24-hour facilities in Public Health the shifts are as follows:

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

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

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

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

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

9 **Section 6.8. Weekend Premium.** A weekend premium shall be paid for all regular hours of
10 work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of
11 work of employees, including part-time and temporary employees, regularly scheduled to work
12 beginning with the night shift on Friday and through evening shift on Sunday.

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

15 **Section 6.9. Standby/Callback/Clinical Call.** Whenever an employee covered by this
16 Agreement is placed on standby duty by the Department, the employee shall be available at a pre-
17 designated location to respond to emergency calls and, when necessary, return immediately to work.
18 The Department will first seek volunteers for nurses to be on standby. If not, enough volunteers are
19 available, the Department will utilize a system providing appropriate consideration for seniority to be
20 developed by a staffing committee for each site regularly utilizing standby to fill gaps in the standby
21 schedule. Employees who are placed on standby duty by the Department shall be paid at the rate of
22 ten percent (10%) of the straight time hourly rate of pay listed in Addendum A for all hours assigned.
23 The Department reserves the right to determine the standby assignments.

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

27 Phone calls received by nurses on standby which do not result in the need to return to work
28 shall be logged and paid for at time and one-half (1-1/2) for actual hours worked six (6) minute

1 minimum, rounded to the nearest six (6) minute increment. It is understood that phone calls while on
2 standby do not constitute a callback.

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

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

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

13 **Section 6.10 Bilingual Premium Pay.** Employees may be assigned in writing to provide
14 bilingual, interpreter and/or translation services to the Department and shall receive a premium of
15 twenty-five dollars (\$25) per biweekly pay period. This change in premium amount shall be provided
16 prospectively upon County implementation of this Agreement after Council ratification. The
17 assignment will be renewed annually and may be terminated at any time. It is understood by the
18 parties that the work performed by the bilingual speaker provided for under this section shall not
19 supplant the work of the Medical Interpreter/Translator. If the bilingual premium pay for other
20 employees working in Public Health is increased, then such increase will be extended to employees
21 covered by this Agreement at the same time. Bilingual premium pay shall be included in the
22 calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify as
23 overtime under the FLSA.

24 **Section 6.11. Certification Premium Pay.**

25 All currently employed nurses who are certified in a specialty area by a national nursing
26 organization and relevant to his or her nursing practice shall be paid a premium of fifty dollars (\$50)
27 per biweekly pay period, provided the particular certification has been approved by the Nursing
28 Office and their respective manager, and provided the nurse continues to meet all educational and

1 other requirements to keep the certification current and in good standing. A nurse is eligible for only
2 one (1) certification premium regardless of the number of certifications the nurse may have. The
3 certification pay will be effective the first full pay period after the date a copy of documentation of
4 certification is received by the County.

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

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

16 **Advanced Practice Nurse Specialists Certifications**

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

21 **RN/PHN Certifications**

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

- 1 ● Pediatric Nursing
- 2 ● Psychiatric-Mental Health Nursing
- 3 ● Public Health Nursing—Advanced
- 4 ● Certification Board of Infection Control and Epidemiology
- 5 ● Medical-Surgical Nursing
- 6 ● Pain Management Nursing
- 7 ● Wound Care

8 **Section 6.12 Preceptor Assignments.** Nurses assigned as preceptors shall be paid one dollar
9 and fifty cents (\$1.50) per hour more than their normal hourly rate and in accordance with this
10 Section. This premium pay shall only be due for hours actually worked and not for paid leave
11 benefits. Preceptor premium pay shall be included in the calculation of the nurse’s FLSA regular rate
12 for purposes of payment for hours which qualify as overtime under the FLSA. The Department shall
13 reduce to writing the length of each preceptor assignment.

14 A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health Nurse, Advanced
15 Practice Nurse Specialist, or Advanced Registered Nurse Practitioner with at least one year of
16 continuous relevant experience who is assigned specific responsibility for planning organizing,
17 teaching, and evaluating the new skill development of a student intern or nurse employed by the
18 Department who is participating in a specific Preceptor Program. Inherent in the Preceptor role is the
19 responsibility for specific, criteria-based competencies, and goal directed education for a defined time
20 period. A Charge Nurse is eligible for preceptor pay.

21 It is understood that nurses in the ordinary course of their responsibilities will be expected to
22 participate in the general orientation process of new nurses without receiving Preceptor pay. This
23 includes providing information, support and guidance to new nurses in the Department.

24 **Section 6.13 Charge Nurse Pay.** A nurse assigned the duties of Charge Nurse has assigned,
25 limited supervisory and leadership responsibilities in addition to providing direct patient care
26 services. Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium
27 over the nurse’s base rate of pay. Charge Nurse pay shall be included in the calculation of the nurse’s
28 FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

1 Examples of Charge Nurse duties include day-to-day problem solving and reporting, assignment and
2 distribution of work or maintenance of a balanced workload among employees. A Charge Nurse
3 shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.
4 There will be a good faith effort to balance the Charge Nurse's additional responsibilities with the
5 nurse's direct patient care assignments. Charge Nurse designations may be revoked at any time with
6 an explanation to the affected nurse.

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

12 **Section 6.14. Report Pay.** Any nurse who reports for his/her scheduled shift and is sent
13 home without completing his/her shift shall be paid a minimum of four (4) hours report pay. Report
14 Pay shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for
15 hours which qualify as overtime under the FLSA.

16 **Section 6.15. Return to Employment.** Nurses who retire or separate in good standing and
17 subsequently return to their previous or new classification on a part-time, temporary, term-limited
18 basis, or career service basis may be hired at any step of the salary range upon the approval of the
19 Department Director and/or designee, based on the nurses' previous relevant nursing experience. A
20 nurse who returns to the classification held at the time of separation shall be paid at no less than the
21 rate he/she received at the time of separation.

22 **Section 6.16 Part-time and temporary employees.** If a part-time or temporary employee
23 (not necessarily the same person) has worked for 1,044 hours in a period of twelve (12) or fewer
24 months, the Association may request a meeting with the County to review the feasibility of posting a
25 position at that site to fill the hours which have been filled by a Part-time and temporary employee.
26 If such a need is jointly determined, the Department Director shall make a position request to the
27 Budget Office.

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

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

4 **6.16.1** Part-time and temporary employees shall be eligible for standby pay, callback pay,
5 shift differentials, weekend premium and jail premium pay.

6 **6.16.2** Part-time and temporary nurses are not entitled to holidays, bereavement leave or
7 other paid leaves. If required by state law, sick leave will be provided by applicable provisions in
8 Article 15.

9 **6.16.3** In accordance with King County Code (3.12.040), part-time and temporary employees,
10 other than probationary, provisional and term-limited employees, who exceed the calendar year
11 working hours threshold shall receive compensation in lieu of leave benefits at the rate of 15% of gross
12 pay for all hours worked, paid retroactive to the first hour of employment and for each hour worked
13 thereafter. The employee will also receive a one-time only payment in an amount equal to the direct
14 cost of three months of insured benefits, as determined by the director, and, in lieu of insured benefits,
15 an amount prorated to an hourly equivalent based on the employee's normal work week for each hour
16 worked thereafter. Such additional compensation shall continue until termination of employment or
17 hire into a full-time regular, part-time regular or term-limited position. Further, employees receiving
18 pay in lieu of insured benefits may elect to receive the medical component of the insured benefit plan,
19 with the cost to be deducted from their gross pay; provided, that an employee who so elects shall
20 remain in the selected plan until termination of employment, hire into a full-time regular, part-time
21 regular, or term-limited position, or service of an appropriate notice of change or cancellation during
22 the employee benefits annual open-enrollment.

23 **ARTICLE 7: HEALTH AND INSURANCE BENEFITS**

24 **Section 7.1. Health Benefits.** King County presently participates in insured medical, dental,
25 vision, long term disability, accidental death and dismemberment, and life insurance programs. The
26 plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management
27 Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations,
28 including the Association. The JLMIC has negotiated the benefits agreement for 2021 and 2022. The

1 Association further agrees and adopts all terms and conditions of any successor JLMIC Agreement(s)
2 through the duration of this Agreement or the term of the next successor JLMIC Agreement,
3 whichever has a later expiration.

4 **Section 7.2. Workers' Compensation Benefits.** Employees covered by this Agreement
5 shall be covered by the County Industrial Insurance Plan and any supplement thereto as provided by
6 County ordinance.

7 **Section 7.3. Professional Liability Insurance.** Employees covered by this Agreement are
8 covered by the liability protection as provided in the King County Code for acts committed in good
9 faith and within the scope of their official County duties.

10 11 **ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS**

12 **Section 8.1. Licensing/Certification Requirements - Condition of Employment.** All
13 nurses must meet licensing and certification requirements as a condition of hire and continued
14 employment. Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP)
15 status and prescriptive authority prior to their date of hire. Nurse Practitioners must maintain
16 Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority during their
17 employment with the Department. Nurses failing to maintain necessary licenses or certifications will
18 be demoted from their current position or terminated from employment. Nurses employed in
19 positions at the detention facilities (KCCF, MRJC, and JDC) must obtain and maintain security
20 clearance.

21 **Section 8.2 License Fees.** The County shall pay for the cost of the following license fees for
22 career service employees, and for term-limited temporary employees that have been employed by the
23 County for at least (1) year.

- 24 ➤ Renewal for Registered Nurse License;
- 25 ➤ Renewal for ARNP license; and,
- 26 ➤ Application and renewal fees of state authorized prescriptive authority.

27 **Section 8.3. Jurisdiction of Nursing Care Quality Assurance Commission.** The County
28 recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is
licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in

1 conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality
2 Assurance Commission which is solely empowered by law to promulgate and interpret such rules and
3 regulations. It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also
4 practice in conformity with the rules and regulations promulgated by the Washington State Board of
5 Pharmacy. It is understood by the parties that a Registered Nurse or Licensed Practical Nurse must
6 notify the Nursing office when action is taken by the Board of Nursing affecting his/her license. All
7 nurses working in positions at the detention facilities (e.g., KCCF, MRJC, JDC) must obtain and
8 maintain security clearance to those facilities.

9 **Section 8.4. ARNP Credential Verification Fee.** ARNP's, as a condition of employment
10 (and at the time of the offer of employment), must undergo initial verification of their professional
11 credentials. Newly hired ARNPs may opt to have the direct fees for such verification of credentials
12 deducted from their first paychecks.

13 **ARTICLE 9: MILEAGE AND PARKING**

14 **Section 9.1. Mileage Reimbursement.** An employee who is required or authorized by the
15 Department to provide a personal automobile for use in Department business shall be reimbursed for
16 such use at the rate established by the Internal Revenue Service, excluding commutes from home to
17 the assigned worksite.

18 **Section 9.2. Parking.**

19 **9.2.1. Pandemic Parking Reimbursement Extension.** Effective January 1, 2021
20 through July 5, 2021, nurses assigned to the King County Correctional Facility (KCCF) shall be
21 eligible to receive parking reimbursement by the County at the Goat Hill Garage. Section 9.2.1. This
22 benefit expires July 6, 2021.

23 **9.2.2.** For those jail nurses who are normally assigned to work downtown but are
24 required to use their automobile for their work for the Department, parking shall continue to be
25 provided downtown at the Department's expense during the term of the contract.

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

1 the Department.

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

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

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

11 **Section 10.2. Work Week.** The current FLSA work week shall begin at 12:00 a.m.
12 Saturday and end at 11:59 p.m. Friday, except employees in Jail Health Services ("JHS") shall have
13 an FLSA workweek that begins at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday. Other seven-
14 day work week beginning and ending times may be designated to accommodate unusual schedules
15 (such as the 9/8 alternative schedule). Upon request, copies of schedules and alternative work week
16 designations shall be provided to the Association and to the Office of Labor Relations.

17 **Section 10.3. Change to FLSA Workweek.** The parties agree that the next time there is
18 occasion to conduct a widescale re-bid at either Jail Health Services site (KCCF or MRJC), the re-bid
19 may include at the discretion of the County a change to the FLSA workweek upon new pattern work
20 schedules taking effect. If this option is exercised, the FLSA workweek for JHS employees will
21 change from a Sunday-through-Saturday workweek to a workweek that begins Saturday at 12:00 a.m.
22 and ends Friday at 11:59 a.m. Nurses will not incur a loss of pay as result of the transition period.

23 **Section 10.4. Flex Schedule.** This shall mean that on a day-to-day basis the employee may
24 request or agree to a revision in the schedule of work hours, working more hours than scheduled on
25 one day and less on another day during the same work week. Upon mutual agreement between the
26 employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours
27 worked in excess of forty (40) in a work week.

28 **Section 10.5. Hours Worked In Excess of Forty In a Workweek ("FLSA Overtime").** All

1 work performed over forty (40) hours in any one (1) FLSA workweek shall be paid at the rate of one
2 and one-half times the nurse's FLSA base rate of pay, plus applicable premiums and differentials, in
3 accordance with the FLSA (i.e., by multiplying the straight time rate of pay by all overtime hours
4 worked, plus one-half the employee's hourly regular rate of pay times all overtime hours worked).

5 **Section 10.6. Hours Worked In Excess of Regularly Scheduled Day ("Daily Overtime").**

6 **10.6.1.** All nurses in the bargaining unit are eligible for contractual daily overtime
7 ("Daily Overtime") if they perform actual work hours in excess of their 8, 9, 10, or 12 hour shift
8 consecutively worked (excluding rest and meal period breaks) immediately before or after the
9 employee's regular schedule or approved flex schedule, and provided further that such work is
10 authorized by the employee's supervisor. For employees in temporary status (e.g., STT) that do not
11 have a regular schedule, consecutive hours worked in excess of an employee's scheduled shift of at
12 least (8) hours in a workday shall be paid at the Daily Overtime rate. Paid leave hours shall not count
13 toward satisfying an employee's regularly scheduled hours in a workday for purposes of Daily
14 Overtime eligibility.

15 **10.6.2. Daily Overtime Pay Rate Calculation.** Daily Overtime, shall be paid at the
16 rate of one and one-half (1-1/2) times the nurse's applicable base rate of pay (listed in Addendum A),
17 and one and one-half (1-1/2) times the following premiums and differentials, where applicable:
18 longevity pay, weekend pay, shift differential, charge nurse pay, JHS assignment rate (per Section
19 6.6), and out-of-class pay, provided that such work is authorized by the employee's supervisor. The
20 Department will make a good faith effort to minimize the use of overtime.

21 **10.6.3.** In addition, the Department will follow RCW 49.28.140, Mandatory Overtime
22 Prohibited, with respect to Jail Health Services overtime. The County and Department of Labor and
23 Industries have also entered into a compliance agreement unique to King County signed May 31,
24 2018, concerning RCW 49.28.140. Employee complaints may be filed with the appropriate state
25 agency.

26 **Section 10.7. Compensatory Time.** Overtime may be compensated by compensatory time
27 off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee
28 requests compensatory time accrual in advance and the supervisor approves. Employees may not

1 have a balance of more than forty (40) hours of compensatory time. All compensatory time not used
2 by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work
3 demands of the position, the employee may request, and the Division Manager may approve the
4 carryover of up to forty (40) hours of accrued compensatory time. Use of compensatory time off
5 must be approved in advance as for vacation leave.

6 **Section 10.8. Non-Jail Employee Work Schedules.** The establishment of employee work
7 schedules is within the purview of management. When the County deems it necessary, work
8 schedules other than a Monday through Friday and work hours other than eight (8) hours per day and
9 (40) hours per week may be established. Both parties acknowledge that a change of duties or an
10 overtime assignment does not constitute a schedule change. The Department recognizes the need to
11 give employees timely notice of schedules and schedule changes and avoid frequent schedule
12 changes. Work schedule changes may be required to effectively meet operational needs (e.g., client
13 service accessibility, expanded service hours, staffing changes, program changes). To that end, the
14 Department shall make reasonable efforts to ensure the final schedule is provided at least ten (10)
15 calendar days before the schedule takes effect, and in accordance with the schedule change terms
16 described below.

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

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

22 **10.8.1. Type 1 Schedule Change.** The County will provide (30) calendar days' advance
23 notice for work schedule changes that result in a change of one-and-one half (1.5) hours or less in
24 scheduled start and end times, occurring Monday through Saturday, and maintain the same number of
25 regularly scheduled work hours per day (e.g., 8 hours per day, 10 hours per day). For example, a
26 nurse scheduled M-F 8am-5pm could have their start and end times changed to M-F 9:30am to
27 6:30pm provided thirty (30) calendar days' advance notice is given prior to the effective date of the
28 new work schedule. If an employee has particular concerns about a proposed work schedule, the

1 employee should immediately raise the concerns with their supervisor or area manager who will take
2 this into consideration for informational purposes.

3 **10.8.2. Type 2 Schedule Change.** The County will provide employees forty-five (45)
4 calendar days advance notice for work schedule changes involving the following:

- 5 A. Change to scheduled workdays (including changes that may require weekend
6 work);
- 7 B. Change in number of scheduled hours worked per day (e.g., 8-hour workdays
8 changed to 10-hour workdays); and,
- 9 C. Change in work hours outside the timeframes listed in Type 1 Schedule Change.
10 The County will also notify the Association about the change, and if requested,
11 bargain impacts on wages, hours, and working conditions, without delaying
12 implementation. No individual nurse will be required to work more than one out
13 of every four Saturdays in a four-week period, except on a voluntary basis.
14

15 **10.8.3 Type 3 Schedule Change.** In the event of County declared emergency, temporary
16 changes to employee schedules may be implemented with as much notice as possible given the
17 circumstances.

18 **Section 10.9. Non-Jail Alternative Work Schedules (Employee Requested).**

19 **10.9.1** An alternative work schedule is defined as any schedule of hours of work
20 other than the traditional five eight-hour days within a seven-day work week. The terms in
21 this Section apply only to employee-requested alternative work schedules, not employer
22 established alternative work schedules. Examples of alternative work schedules include but
23 are not limited to:

- 24 A. 4 - 10-hour workdays;
- 25 B. 9/80-off work week schedule (the record keeping timesheet for this schedule must
26 be the one which meets the FLSA standards dividing between two work weeks
27 mid shift on the fifth day of work which is either 8 hours or a day off.)

28 **10.9.2.** Nurses, individually or in groups, may request an alternative work

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

9 **10.9.3** In administering alternative work schedules, the following working conditions shall
10 prevail:

- 11 A. Overtime shall be paid per Section 10.4 and 10.5 of this Agreement.
- 12 B. Vacation benefits shall be accrued and expended on an hourly basis.
- 13 C. Sick leave benefits shall be accrued and expended on an hourly basis.
- 14 D. Holidays shall be granted in accordance with Article 15 of this Agreement.
- 15 E. Employee participation shall be on a voluntary basis.
- 16 F. Every six (6) months all alternative work schedules will be reviewed by the
17 affected nurse(s) and the immediate supervisor. The Department or the employee shall provide forty-
18 five (45) calendar days' notice of their intent to discontinue the alternative schedule, unless the
19 employee and the Department mutually agree to waive the forty-five (45) day requirement.

20 **Section 10.10. Children and Family Justice Center (CFJC) Work Schedules.** For work
21 schedule changes and information applicable to employees in CFJC only, see Addendum B.

22 **Section 10.11. Adult Jail Facility Work Schedules.**

23 **10.11.1 The JHS Nurse Monthly Work Schedule ("Monthly Schedule").** The
24 Department recognizes the need to give employees timely notice of schedules and schedule changes.
25 The JHS Monthly Schedule is produced and published by JHS. The Monthly Schedule applies to
26 nurses in KCCF and MRJC and lists work schedules for the upcoming month, scheduled leaves, and
27 identifies available shifts that are open for nurses to work in addition to their regular pattern (i.e.
28 "shift needs"). The Monthly Schedule includes career service staffing patterns, extra shifts covered

1 by career service nurses, and shifts covered by short-term temporary, term-limited temporary, and
2 agency nurses. The Monthly Work Schedule is first produced and displayed as a “Draft Schedule,”
3 and periodically updated until it takes effect as described below.

4 A. The “Draft Schedule” with vacant shift needs will be displayed by the 10th of the
5 preceding month that it takes effect. The Draft Schedule includes short-term temporary, term-limited
6 temporary, career service staffing patterns, approved vacation, holidays, sick time, planned leaves
7 and any extra shifts that career service nurses have requested and updates in shift needs from the JHS
8 Scheduler. Agency nurses will only be scheduled on the “Draft Schedule” when first posted to
9 backfill extended schedule vacancies (e.g., shift vacancies caused by FMLA, redeployment). The
10 County values the high-quality work of our nurses and will work to minimize the use of agency staff.

11 B. Between when the “Draft Schedule” is first posted, and before the end of the
12 preceding month when the schedule takes effect, career service staff, probationary, short-term
13 temporary, term limited temporary nurses may submit a request or be contacted to cover any vacant
14 shift on the posted “Draft Schedule” on a first come, first serve basis, subject to updates in shift needs
15 from the JHS Scheduler.

16 C. A schedule update will be posted at least ten (10) days before it takes effect.
17 During this ten (10) day period, bargaining unit probationary, short-term temporary, term limited
18 temporary, temporary nurses, and agency nurses may be called for availability to fill vacant shifts.
19 During this period, career service staff, probationary, short-term temporary, term limited temporary,
20 and temporary nurses may also submit requests to cover any remaining vacant shift on the posted
21 updated schedule if still available, on a first come, first serve basis, subject to updates in shift needs
22 from the JHS Scheduler.

23 **10.11.2. Individual Work Pattern Changes.** Prior to changing an employee’s
24 regular scheduled pattern, the supervisor shall first contact the employee to discuss said change. The
25 Department reserves the right to make temporary changes to the schedule to ensure the staffing of the
26 facility in cases of emergency (i.e., immediate vacancies, medical leave coverage, unanticipated
27 absence of a scheduled nurse). Prior to changing the schedule, the County will seek volunteers and
28 utilize available temporary staff. Once the final schedule has been posted, any change by the

1 Department to the employee's schedule, shall be by mutual consent. Both parties acknowledge that a
2 change of duties or an overtime assignment does not constitute a schedule change.

3 The County will limit required shift changes to two per month with at least fifteen (15) hours
4 off between changes. A shift change shall be defined as a change of working hours in which a
5 majority of working time occurs in a different shift.

6 **10.11.3. Individual Pattern Rebids due to Pattern Vacancy.** When a pattern is
7 vacated, the pattern shall be posted for seven (7) calendar days for bidding from nurses at both sites.
8 The nurse with the highest seniority that bids on the pattern will be given the pattern and the effective
9 date for the new pattern.

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

15 **10.11.4. Wide-scale pattern changes and rebid process.** In the event of wide-scale
16 changes in scheduling patterns at the jail, pattern rebids will occur by individual facility per the
17 following the process below.

18 For purposes of pattern bidding, employees transferred to a new jail site will be entitled to use
19 only one-half (1/2) of their seniority credit for the first eighteen (18) months at the new site, unless
20 the pattern bidding is a result of an involuntary transfer. After eighteen (18) months (or if an
21 involuntary transfer occurs), such employees will be entitled to use their full seniority credit for such
22 pattern bidding.

23 **Step 1: Notice.** JHS will notify the Association and impacted nurses at the facility of
24 intent to initiate a wide-scale pattern rebid. The notice will provide a list of impacted nurses at the
25 facility and the time period for the upcoming rebid. JHS will also convene a Scheduling Committee
26 to review management and employee interests prior to the new patterns being created.

27 **Step 2: New Patterns.** JHS will create initial draft new pattern work schedules and
28 share these with the Scheduling Committee for review and feedback. Final approval of new patterns

1 is at the discretion of JHS. Once new final patterns are available for a facility, JHS will share a copy
2 with the Association prior to the wide-scale pattern rebid. The new patterns may have different
3 workweek hours (i.e. FTE status) than patterns prior to the wide scale rebid, which may impact
4 whether a nurse increases/decreases their workweek hours in their new pattern.

5 **Step 3: Pattern Bidding.** The new patterns will be posted for at least (14) calendar
6 days for nurses to bid on. Pattern bidding selection will be based on the following terms:

7 **i. Nurse FTE status is equivalent to new pattern workweek hours:** A nurse
8 that has an FTE status prior to the rebid that is equal to the new pattern they are bidding on will be
9 given selection priority over any nurse that does not have an equivalent FTE status as the new
10 pattern. If multiple nurses bid on a new pattern that is equal to their FTE status prior to the pattern
11 rebid, the nurse with the highest seniority will be selected for the pattern.

12 **ii. Nurse FTE status not equivalent to new pattern workweek hours:** If a
13 nurse bids on a new pattern not equivalent to their FTE status during the rebid, other (less senior)
14 nurses with the same FTE status as the new pattern will be given priority, and the nurse among those
15 with the highest seniority will be granted the pattern. Seniority will also be used to determine
16 selection if there are only nurses in different FTE status bidding on the new pattern. An employee
17 displaced from their FTE status as a result of this process shall have the right to go directly on layoff
18 recall list (see Art. 29, Layoff) rather than accept a pattern with a different FTE status.

19 **Step 4: Remaining Patterns.** After the wide-scale pattern rebid period has concluded,
20 and all nurses at the facility have selected their new patterns, any remaining vacant patterns will be
21 posted for nurses to bid on for at least seven (7) calendar days. Among competing nurse bids from the
22 other facility, JHS will select the nurse for the pattern that has the highest seniority.

23 **10.11.5. Pattern Guidelines. Consecutive Weekend Work/Shift Rotation.** The
24 Department and the Association agree that bargaining unit employees have a legitimate interest in
25 limiting and/or eliminating the practice of mandating the regular rotation of employee's work shifts
26 (i.e., days to evenings and back to days, on a rotating basis). It is further recognized that bargaining
27 unit employees have a legitimate interest in limiting the amount of consecutive weekend work
28 required of employees.

1 **10.11.6.** If career service nurses are regularly required to work outside their specific
2 budgeted FTE (80 hrs./2 weeks = 1.0 FTE, within .2 FTE of the position held by the impacted
3 employee), the Association may request that the position be reviewed to determine whether it is
4 feasible to increase or decrease the position's FTE. If such change is jointly determined, the Director
5 shall make a request to the Budget Office.

6 **10.12. Scheduling Committee(s).** The County or the Association may ask to convene a joint
7 management and employee scheduling committee(s) on an as-needed basis to consult on alternative
8 staffing patterns/schedules, employee self-scheduling, or shared staffing.

9 **ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENT**

10 **Section 11.1. Position Vacancies.** Career Service vacancies created within the job
11 classifications covered by this Agreement by virtue of separation or newly created positions shall be
12 filled by transfer (Section 11.4 or 11.5) or posted (Section 11.3) for not less than five (5) consecutive
13 business days; provided, however, the Department retains the right to determine who, if anybody,
14 shall be selected for and/or transferred to said vacancy. Term-limited temporary positions and short-
15 term temporary positions shall be filled according to Public Health hiring practices for positions
16 designated as temporary. The County will quarterly provide the Association a report identifying all
17 current vacant positions in the bargaining unit. The report shall designate those vacant positions the
18 County is actively trying to fill.

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

25 **Section 11.2. Management Option to Initiate Transfer Process.** When a career service
26 position is vacant, the County may first decide to fill the position by initiating a lateral voluntary
27 internal transfer process per Section 11.5 or involuntarily transfer process per Section 11.6 prior to
28 the position being considered open for purposes of layoff recall, disability reassignment, or initiating

1 a job recruitment.

2 **Section 11.3. Job Recruitment.** Vacant bargaining unit career service positions shall be filled
3 according to the following:

4 **11.3.1.** Announce all position vacancies with stated minimum qualifications on the
5 applicable website(s).

6 **11.3.2.** Interview screened applicants meeting minimum qualifications from within
7 the bargaining unit.

8 **11.3.3.** Give preference to filling any such open position to applicants from within the
9 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
10 equal based upon relevant criteria and the candidates have similar expertise/experience in the cultural
11 understanding of the communities served by the position.

12 **11.3.4.** Make selections for promotional positions in accordance with appropriate
13 personnel regulations and ordinances.

14 **Section 11.4 Lateral Voluntary Transfer.** The County may initiate an internal voluntary
15 transfer process by posting the open position opportunity for not less than (5) business days to
16 bargaining unit employees in an individual Division in Public Health (e.g., Jail Health Services or
17 Community Health Services) or to the bargaining unit as a whole. Upon notice by the County, an
18 eligible bargaining unit employee within the scope of the process may request to voluntarily transfer
19 if they are in the same classification or equivalent classification. The County may approve or deny
20 transfer request(s) at its discretion. In exercising this discretion, the County will consider operational
21 need, relevant expertise and experience for the position (inclusive of experience with communities
22 served by the position), and the employee preferences and seniority of the candidate(s).

23 An employee who applies for and receives a lateral transfer will not be required to serve
24 another probationary period. However, at the time of acceptance of the transfer, the nurse may
25 request the Department to consider, or the Department may impose a trial service period of up to
26 three (3) months (six (6) months for nurses who transfer from a general to a Jail Health Services
27 (JHS) assignment or vice versa). A nurse who does not successfully complete the trial service period
28 shall be moved back into the nurse's former classification into any available vacancy for which he or

1 she is qualified.

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

4 **Section 11.5 Involuntary Transfers.** When the Department intends to involuntarily transfer
5 an employee, the Department will first seek a volunteer for transfer.

6 Absent volunteers or approved voluntary transfer(s), the County may fill a position by
7 involuntary transfer, moving an employee from one position to another position within the same
8 division and the same classification with (45) calendar days' notice. In determining who will be
9 subject to involuntary transfer, the County will consider operational need, relevant expertise and
10 experience for the position (inclusive of experience with communities served by the position) and the
11 preferences and seniority of the candidates. The County will not involuntarily transfer an employee
12 from a non-jail position to a jail position (or vice-a-versa) or from one division to a different division,
13 nor from the north sector to the south sector (and vice versa). KCCF and MRJC are in the same sector
14 and therefore involuntary transfers can occur between those two facilities.

15 Involuntary transfers may result in a change in regularly scheduled work hours (or pattern for
16 JHS), work location, and working conditions consistent with the new position, but the employee shall
17 maintain their total workweek hours consistent with their position and FTE status (e.g., status of
18 being a 1.0 FTE = 40 hrs./week shall remain unchanged). An employee who receives an involuntary
19 transfer notice may choose to be laid off and placed on the layoff recall list. If the employee is
20 involuntarily transferred, the employee will not be required to serve a probationary period or trial
21 service period.

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

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

26 **11.6.1 New Hire Wage Placement.** When a new employee is hired into the
27 bargaining unit, the nurse may be placed by the County at up to Step 11 of the salary range for a
28 classification based upon a nurses' prior relevant experience.

1 **11.6.2 Voluntary Transfer Wage Placement (Step-to Step).** Employees who
2 transfer within the same job classification from a JHS to a general assignment or vice versa shall
3 remain at the same salary step number of the applicable schedule. For example, a Registered Nurse
4 at Step 7 on the JHS schedule who transfers to a clinic shall be placed at Step 7 of the general
5 schedule.

6 **11.6.3 Involuntary Transfer Wage Placement.** Employees involuntarily transferred
7 will not have a decrease in their current hourly pay rate as a result of the transfer.

8 **11.6.4 Promotion within Bargaining Unit Wage Placement.** When an employee in
9 the bargaining unit is promoted (not through reclassification) to a higher level classification also in
10 the bargaining unit through a recruitment process per Section 11.4, the employee shall be placed at a
11 step that is at least 5% above their current pay, but may not exceed the top step of the new range.
12 When making a promotional step placement that is at least 5% above the employee’s current rate of
13 pay, the County may consider prior relevant experience, County budget, and County operational need
14 to fill the position.

15 When an employee moves from a non-jail position to a jail position via Job Recruitment, the
16 transition shall not be considered a promotion, and the employee shall be placed step-to-step like a
17 voluntary transfer per Section 11.6.2.

18 **11.6.5 Demotion Wage Placement.** An employee who *voluntarily* demotes to a lower
19 level classification shall be placed at a step on the new pay range which is the closest step to their
20 current pay rate, but does not result in a pay increase and does not exceed the top step of the new
21 range. An employee who is *involuntarily* demoted for disciplinary reasons to a lower level
22 classification shall be placed at the same step in the lower pay range as they were prior to the
23 demotion.

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

25 **Section 12.1. Employee Probation.** Employees hired into a career service eligible position
26 must first serve a (6) month probationary period prior to becoming career service, which may be
27 extended for an additional (6) months by the County (12 months total). During a probationary term,
28 employees are considered in an “at-will” employment status and may be separated without just cause.

1 Probationary terminations are not subject to the grievance procedure or appeal.

2 If the County extends an employee's probation, the employee will receive a written notice
3 about the extension, the reason(s) for the extension, and its duration in a timely manner. The County
4 will also provide the Association with a copy of the probation extension for informational purposes.

5 **Section 12.2 Performance Evaluations.**

6 **12.2.1.** The County shall maintain a performance evaluation system relating to
7 employees covered by this Agreement. Employees should be evaluated at least once during their
8 probationary period and annually thereafter. The performance evaluation system shall be used as a
9 method in measuring an employee's performance in accomplishing, in the most efficient and
10 effective manner, the goals and objectives of the County as they relate to employees covered by this
11 Agreement. The performance evaluation system shall encompass performance expectations based
12 upon the goals and objectives of the position being evaluated. The performance evaluation system to
13 be used by the County will be presented to the Conference Committee for review and comment prior
14 to adoption.

15 **12.2.2.** The performance evaluation system devised by the County must, among any
16 other criteria determined by the County, encompass performance expectations based upon the goals
17 and objectives of the County, assigned duties, County policies and procedures, County operating
18 instructions, any written document promulgated by or adhered to by the County pertaining to
19 employees covered by this Agreement, or any work practices pertaining to employees covered by this
20 Agreement.

21 **12.2.3** The evaluation shall be prepared on a format devised by the County and
22 presented by an evaluator who has been instructed in the method of evaluation used and who has
23 been responsible for the supervision of the evaluatee's work.

24 **12.2.4.** The evaluation must be prepared prior to, and presented to the affected
25 employee at an evaluation conference which must be conducted by the person writing the evaluation.
26 The evaluatee has the responsibility to participate in the evaluation conference and to improve work
27 performance in any area where performance deficiencies are found to exist. The employee's direct
28 supervisor is responsible for providing ongoing feedback to employees. The goal of such feedback is

1 to assist the employee's efforts to improve such performance deficiencies.

2 **12.2.5.** The evaluation shall be signed and dated by both the evaluator and evaluatee to
3 signify that the evaluation has been reviewed in conference and the evaluatee shall, upon request, be
4 given a copy of his/her evaluation. The employee's signature indicates receipt of the evaluation, but
5 does not necessarily mean agreement. In addition, the evaluatee may, during said conference, or
6 within two (2) weeks after the conference, comment in writing relative to the substance of the
7 evaluation either on the evaluation form or have his/her written comments affixed to the evaluation.

8 **Section 12.3. Performance Improvement Plan (PIP).** The County may propose a PIP in
9 accordance with this section. A PIP is defined as a written plan of limited duration created by
10 management for the purpose of identifying areas of improvement expected of an employee. Such
11 plan shall contain a description of specific deficiencies in performance and specific steps the
12 employee may take to improve performance. A PIP shall identify available assistance, such as
13 classes or training, in achieving improvement, and shall contain a schedule of regular meetings with
14 appropriate supervisors to monitor progress. A PIP shall have a clear and established end date. After
15 a PIP is provided to the employee, the Association may ask to convene a meeting with the
16 appropriate manager and the employee to discuss the PIP terms. The County shall provide a copy of a
17 PIP to the Association upon request by the employee or the Association.

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

25 **12.4.1.** At the employee's request, materials relating to letters of expectation or counseling
26 will be removed from the employee's file after a twelve (12) month period, unless a similar act or
27 other act of misconduct has been committed during the twelve (12) month period subsequent to the
28 date the letter of expectation or counseling was issued. Necessary documents will be retained outside

1 personnel file to comply with legal document retention requirements.

2 **12.4.2.** Letter of reprimand shall not be used for progressive discipline after a period of
3 eighteen (18) months from the date of issuance other than for purposes of showing notice; provided
4 the employee has not been disciplined during those eighteen (18) months.

5 **Section 12.5 Progressive Discipline.** Discipline of any career service employee covered by
6 this Agreement shall be in accordance with a just cause standard. The principal objective of any
7 disciplinary action short of termination shall be to improve the performance and efficiency of an
8 employee. Examples of progressively severe disciplinary actions include:
9

- 10 a. Oral reprimand (reduced to writing)
- 11 b. Written reprimand
- 12 c. Suspension (or Demotion if deemed appropriate by the County)
- 13 d. Termination

14 The type and level of disciplinary action will be determined by the nature and severity of the
15 behavior and/or performance deficiency leading to disciplinary action. The employee shall have the
16 right to the attendance of a representative at disciplinary and/or investigatory meetings. The County
17 does not consider verbal coaching and counseling, letters of expectations, performance improvement
18 plans, and similar management interventions as progressive discipline. Therefore, these actions shall
19 not be considered disciplinary action subject to just cause or the grievance procedure, but they may
20 be used later in progressive discipline to demonstrate an employee was adequately on notice about
21 the need to comply with a particular workplace rule or expectation.
22

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

24 **Section 13.1.** Working-out-of-classification occurs when an employee in a regular position is
25 temporarily assigned the duties of a higher paid classification for less than (30) consecutive calendar
26 days. Employees working-out-of-classification may not be required to perform all of the
27 responsibilities of the higher-level classification.
28

Section 13.2. FLSA non-exempt working-out-of-classification assignments must occur in full

1 day/shift increments.

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

7 **Section 13.4. Temporary Work in a Lower Classification.** If an employee is assigned to
8 work temporarily in a lower level job classification, the employee shall be paid at his/her regular rate
9 of pay.

10 **Section 13.5. Regular Work in a Lower Classification.** If an employee works in a lower
11 level job classification on a regular basis, at his or her request or in lieu of a layoff, the employee will
12 be paid at his/her same step in the salary range of the lower job class or if necessary, be frozen at
13 their old base rate for a maximum of three (3) months. During this period of pay freezing, employees
14 shall not be eligible for cost of living increases, longevity pay and/or any other wage adjustments.

15 **ARTICLE 14: SPECIAL DUTY**

16 **Section 14.1 Definitions**

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

- 20 • Temporary employees, including TLTs, are not eligible for special duty assignments.
21 • Base Position – The employee's underlying position while on special duty assignment.
22 • Base Union – The union that represents the employee's base position.
23 • Acting Union – The union that represents the special duty position or body of work.

24 **Section 14.2. Duration**

25 A. Depending on the type of special duty assignment needed, an assignment may be made for
26 a minimum of 30 calendar days and a maximum of five years, as outlined in the following
27 circumstances:

- 28 **(1) 30 days to Twelve Months** – Shall be approved by the Department Director or

1 designee to provide additional staffing:

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

4 ii. Due to unforeseen work caused by unique circumstances, which are not
5 expected to reoccur; or

6 iii. Needed to either develop and/or implement, a new function, system, or
7 proposal.

8 iv. To backfill for a vacant regular position.

9 (2) Up to Three Years – Shall be approved by the Director of Human Resources or
10 designee:

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

13 (3) Up to Five Years - Shall be approved by the Director of Human Resources or
14 designee:

15 i. To backfill a regular position, when:

16 a) An employee is absent because of an extended leave of absence for
17 a medical reason;

18 b) An employee is absent because of military service; or

19 c) An employee is absent because of a special duty or other
20 assignment.

21 ii. To staff or backfill staff on a clearly defined grant-funded, capital
22 improvement, or information systems technology project.

23 B. FLSA-exempt special duty assignments shall be made in full-week increments, from
24 Saturday through Friday.

25 C. An employee's special duty assignment may be ended due to extended absences (e.g., 30
26 calendar days or more) at the discretion of the County.

27 **Section 14.3. Recruitment.** Special duty positions shall be posted and a selection process
28 will be conducted for special duty assignments.

1 A. The county reserves the right to fill with a special duty position while conducting a
2 selection process. If an employee is hired into a career service position and served in a special duty
3 capacity in that same position within six months of that hire, the employee shall receive credit
4 towards the employee's probationary period for the time served in the special duty role.

5 **Section 14.4. Pay**

6 A. An employee on special duty will be placed at the first step of the special duty
7 classification pay range or be given a flat 5% above the employee's hourly rate of pay (inclusive of
8 longevity if applicable), whichever is higher.

9 B. If an employee's pay in their base position includes longevity pay the special duty
10 assignment is calculated using the longevity pay amount while in special duty.

11 C. An employee on special duty will continue to advance through the salary steps of his or
12 her base pay range while on special duty. If the employee is at his or her top step in the base
13 classification, the employee will be eligible for step increases in the special duty classification.

14 D. Special duty pay shall not be considered part of an employee's pay rate for purposes of
15 pay rate determination as a result of promotion or reclassification, cash-out of vacation or sick leave,
16 or vacation or sick leave donations.

17 E. If the special duty assignment is FLSA non-exempt, the employee's special duty pay will
18 be used for the computation of overtime and compensatory time.

19 F. When the special duty assignment is completed, the employee's pay shall revert to the pay
20 rate the employee would have received if the employee had not been assigned to special duty.

21 G. Compensation, hours of work, and applicable contractual working conditions shall be
22 consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time
23 the employee is placed in the assignment until the time the employee returns to his or her base
24 position. Contractual provisions relating to the base position (i.e., reduction in force and seniority)
25 shall continue to apply during the special duty assignment.

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

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

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

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

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ARTICLE 15: HOLIDAYS

Section 15.1 Holidays Observed. The following days or days in lieu thereof shall be recognized as legal holidays without salary deduction:

New Year's Day	January 1st
Martin Luther King JR's, Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day immediately following Thanksgiving Day
Christmas Day	December 25th
2 Personal Holidays	

Whenever any legal holiday, as described above, falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

Section 15.2 JHS Staff. Jail Health Services staff, other than those scheduled to work Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at the start of night shift (e.g., 10:15 p.m. at KCCF) on the day preceding the calendar holiday and ending at the beginning of night shift (e.g., 10:15 p.m. at KCCF) on the day of the holiday (See also Applicable Shift Time Table in Section 6.6). A comprehensive leave eligible employee shall receive Holiday Pay Premium pursuant to Section 15.6 below if four (4) or more hours of the shift fall within the above time periods.

In addition, when a holiday falls on an employee's regularly scheduled day off, the employee may choose to have the eight (8) straight time hours deposited in the employee's vacation bank.

1 When a holiday falls on an employee's regularly scheduled workday, the employee may choose to
2 work the holiday at straight time and have the eight (8) straight time hours deposited in the
3 employee's vacation bank. If neither of the above options is chosen by the employee, Section 15.6
4 of the Agreement applies.

5 **Section 15.3 Non-JHS Staff assigned to seven day per week operations.** A comprehensive
6 leave eligible employee (non-jail) assigned to work in a seven-day per week operation including but
7 not limited to COVID isolation and quarantine sites, and future 7-day per week operations, shall only
8 observe holidays on the actual calendar day as provided in the table above to begin at the start of
9 night shift on the day preceding the calendar holiday (e.g., 7:00 p.m.) and ending at the beginning of
10 night shift on the day of the holiday (e.g., 7:00 p.m.). Employees assigned to work during this
11 timeframe are eligible for Holiday Premium Pay pursuant to Section 15.6. In no circumstances shall
12 an employee be eligible to receive Holiday Pay Premium for hours worked in excess of a 24-hour
13 period as defined above for work on a particular holiday.

14 In addition, when a holiday falls on an employee's regularly scheduled day off, the employee
15 may choose to have the eight (8) straight time hours deposited in the employee's vacation bank.

16 **Section 15.4 Alternative Work Week Schedules.** Employees scheduled to work an
17 alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96)
18 holiday hours per year. Part-time regular and full time regular employees and employees working
19 alternative work weeks whose work sites close on a designated holiday will be allowed to use
20 accrued but unused time off (vacation or compensatory time) or take leave without pay, or by mutual
21 agreement with the Supervisor, the employee shall be allowed to work to make up the hours. Leave
22 without pay will be authorized if the employee does not request a different option in advance. In no
23 event will the rescheduling of hours in this manner be allowed if the resulting hours of work will
24 result in overtime pay. When a holiday falls on an employee's regularly scheduled day off, the
25 employee will have the option of receiving the holiday pay at the straight-time rate in the same pay
26 period, or of scheduling an alternate paid day off within thirty (30) days after the actual holiday. To
27 be eligible for an alternate day off, the employee must request it in advance of the holiday.

28 **Section 15.5. Qualifications for Holiday Pay.** To qualify for holiday pay, employees

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

6 **Section 15.6. Holiday Premium Pay.** Comprehensive leave-eligible employees who work
7 on a holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall
8 receive either one and one half (1-1/2) times their regular rate of pay for the hours worked or one and
9 one-half (1-1/2) times the hours worked (compensatory time) to be taken off at another date.
10 Compensatory time earned via holiday premium per this section shall be issued as vacation except for
11 nurses employed by DAJD who will continue to accrue compensatory time in lieu of holiday pay.
12 Part-time and temporary employees will be paid at the rate of time and one-half (1-1/2) times their
13 straight rate of pay for work on the holidays listed in Article 9, Section 1. Such pay shall be included
14 in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which qualify
15 as overtime under the FLSA. Compensation in the form of compensatory time must be agreeable to
16 both the affected employee and the Department Director or his/her designee.

17 **Section 15.7. Personal Holidays.** Comprehensive leave eligible employees are granted two
18 personal holidays each year. The hours granted to less than full-time employees will be prorated to in
19 accordance with Section 15.6. Eligible Employees who are active on the last day of the second full
20 pay period of the year shall be granted (2) personal holidays as vacation hours each year in the
21 second full pay period of the year, or upon hire, to be added to their vacation bank on the last day of
22 the first pay period following their date of hire. Eligible Employees must be hired prior to November
23 15 to receive personal holidays. Personal Holidays shall be administered through the vacation plan
24 and can be used in the same manner as any earned vacation day.

25 **Section 15.8. Regular Part-time Employees.** Holiday time for regular part-time nurses will
26 be provided on a pro-rated basis. The straight time hours compensated in the pay period preceding
27 the pay period of the holiday shall be compared to the compensated hours in the period for a full-time
28 position. The resulting factor shall be multiplied by eight (8) hours to determine the amount of

1 holiday time off due to the part-time employee.

2 **Section 15.9. Unpaid Religious Holidays.** Employees may request up to two (2) unpaid
3 holidays for a reason of faith or conscience or an organized activity conducted under the auspices of a
4 religious denomination, church, or religious organization consistent with King County policy (#2014-
5 003) and the work unit’s usual leave without pay request process.

6 **ARTICLE 16: VACATION LEAVE**

7 **Section 16.1 Vacation Leave (Accrual Eligibility).** Comprehensive leave eligible
8 employees (“Eligible Employees”) shall accrue vacation leave time. Employees in short-term
9 temporary employment status are ineligible for vacation leave accrual.

10 **Section 16.2 Vacation Leave (Accrual Rate).** Eligible Employees shall accrue vacation
11 leave time at the applicable hourly rate depending on their months of service for each hour in pay
12 status excluding overtime hours.

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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

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.1153	25	30	240

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

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

Section 16.5. Maximum Vacation Accrual. Eligible Employees shall accrue vacation leave from their date of hire in a benefit eligible position. The maximum vacation accrual is 480 hours for employees hired on or before December 31, 2020. For Eligible Employees hired on or after January 1, 2021, the maximum vacation accrual shall be 320 hours. Failure to use vacation leave beyond the maximum accrual amount by December 31 will result in forfeiture of excess vacation leave, unless the County has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County.

Section 16.6. Vacation Payoff upon Separation. Eligible Employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six months of County service. Payment shall be the accrued vacation leave multiplied by the employee's hourly rate of pay (plus longevity if applicable) that is in effect upon the date of leaving County employment, less mandatory withholdings, and if applicable subject to any VEBA plan election by the bargaining unit.

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

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

5 **ARTICLE 17: SICK LEAVE**

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

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

20 **Section 17.3 STT Sick Leave (Accrual Rate).** Employees that are in STT employment status
21 shall accrue sick leave at the rate of 0.025 hours for each hour in pay status.

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

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

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

Section 17.6 For purposes of paid sick leave, a "family member" is:

1. A child, including a biological, adopted or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de factor parent, regardless of age or dependency status, or the child of the employee's domestic partner;
2. The parent of an employee, employee's spouse or employee's domestic partner. Parent includes:
 - a. A biological parent;
 - b. An adoptive parent;
 - c. A de facto parent;
 - d. A foster parent;
 - e. A stepparent;
 - f. A legal guardian; or
 - g. A person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner;
3. A spouse;
4. A domestic partner;
5. A grandparent;

1 6. A grandchild; or

2 7. A sibling.

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

7 **17.7.1.** An employee who chooses to augment workers' compensation payments with
8 the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning
9 of the leave; and

10 **17.7.2.** An employee may not collect sick leave and workers' compensation wage
11 replacement pay for physical incapacity due to any injury or occupational illness that is directly
12 traceable to employment other than with the County.

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

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

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

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

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

1 the separation, the employee's previously forfeited sick leave shall be restored.

2 **Section 17.13. Retirement Separation: Sick Leave Payoff.** Eligible Employees who have
3 successfully completed at least five years of County service and who retire as a result of length of
4 service or who terminate by reason of death shall be paid, or their estates shall be paid as provided for
5 by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave
6 multiplied by the employee's hourly rate of pay, plus longevity pay if applicable, in effect upon the
7 date of leaving County employment, less mandatory withholdings and subject to any VEBA plan
8 election by the bargaining unit. Retirement as a result of length of service means an employee is
9 eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle
10 Retirement Plan immediately upon terminating County employment. If a retiree who cashes out their
11 sick leave is rehired that employee is not entitled to have any sick leave restored.

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

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

13 **18.1.2.** As provided for in the Federal Family and Medical Leave Act (FMLA) of
14 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single
15 twelve month period for the employee's own qualifying serious health condition that makes the
16 employee unable to perform their job, to care for the employee's spouse, child, or parent who has a
17 qualifying serious health condition, to bond with a newborn child, adoption or foster care placement
18 (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies
19 related to the foreign deployment of a military member who is the employee's spouse, child or
20 parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin
21 may take up to twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to
22 care for the service member with a serious injury or illness.

23 **18.1.3.** The leave may be continuous or intermittent, when medically necessary.
24 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
25 care child may only be taken when approved.

26 **18.1.4.** In order to be eligible for FMLA, an employee must have been employed by
27 King County for at least twelve months and have worked at least 1,250 hours in the twelve month
28 period prior to the commencement of leave.

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

2 **18.2.1.** As provided by King County Code, an eligible employee may take up to
3 eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single
4 twelve month period for the employee's own qualifying serious health condition, to care for an
5 eligible family member who has a qualifying serious health condition, to bond with a newborn child,
6 adopted child or foster care placement (leave must be taken within one year of the child's birth or
7 placement), and for any qualifying reason under the Federal Family and Medical Leave Act,
8 Washington State Family Leave Act, or other family and medical leaves available under federal or
9 state law.

10 **18.2.2.** The leave may be continuous or intermittent, when medically necessary.
11 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
12 care child may only be taken when approved. King County Family and Medical Leave shall run
13 concurrently with other federal, state and county leaves to the extent allowed, including but not
14 limited to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the
15 Washington State Family Care Act.

16 **18.2.3.** In order to be eligible for leave under this Article, an employee must have
17 been employed by King County for at least twelve months and have worked at least 1,040 hours in
18 the preceding twelve month period for a forty-hour week employee or 910 hours in the preceding
19 twelve month period for a thirty-five hour week employee.

20 **18.2.4.** An employee who returns from King County Family and Medical Leave
21 within the time provided under this Article is entitled to the same position she/he occupied when the
22 leave commenced or a position with equivalent pay, benefits and conditions of employment.

23 **Section 18.3 FMLA Leave to Care for an Active Duty National Guard or Reserve**

24 **Member.** Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave
25 during any 12-month period because of any qualifying exigency as defined by the Department of
26 Labor arising out of the fact that the spouse, son, daughter, or parent of the nurse is on active duty in
27 the National Guard or Reserves in support of a contingency operation. Examples of qualifying
28 exigencies include issues arising from a covered military member's short-notice deployment, making

1 or updating financial and legal arrangements to address a covered military member's absence, or
2 attending military events and related activities.

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

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

22 **ARTICLE 19: PARENTAL LEAVE**

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

26 **Section 19.2. Eligibility.** The benefit is available to all comprehensive leave eligible
27 employees who have been employed with the County for at least six months of continuous service at
28 the time of the qualifying event. If both parents work for King County, then each employee is

1 entitled to up to 12 weeks of King County Paid Parental Leave.

2 **Section 19.3. Benefit Amount.** An employee’s supplemental parental leave benefit is
3 calculated based on the employee’s accrued leave balances at the time of the birth, adoption, or
4 foster-to-adopt placement (“qualifying event”). In cases of adoption or foster-to-adopt placement, the
5 qualifying event occurs when the child is legally placed with the family. The employee will receive
6 the equivalent of his or her full salary for up to a total of twelve weeks, when combined with the
7 employee’s accrued leave (except for one week of sick leave and one week of vacation leave, or the
8 equivalent for Benefit Time). The employee is permitted to use the supplemental leave first.
9 Additionally, the employee may choose to take less than twelve weeks of leave. King County
10 Supplemental Paid Parental Leave is not subject to cash out. An employee who does not return to
11 work for at least 6 months of continuous service following the leave, will be required to reimburse
12 King County for the supplemental leave funds received.

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

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

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

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

28 **Section 19.8. Relationship to Washington State Paid Family and Medical Leave.**

1 Provisions of the County’s current Paid Parental Leave program are separate from the Washington
2 State Paid Family and Medical Leave program, which may provide for paid leave benefits in addition
3 to those provided for in this Article.

4 **ARTICLE 20: DOMESTIC VIOLENCE LEAVE**

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

19 **ARTICLE 21: DONATED LEAVE**

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

23 **Section 21.2. Employee to Employee Donations.**

24 **A.** Any comprehensive leave eligible employee may donate a portion of their accrued
25 sick leave or vacation leave to another comprehensive leave eligible employee consistent with this
26 Article.

27 **B. Approval.** Donations require written approval from both the donating and
28 receiving employees’ directors. If approved, the donated leave will be available the pay period after

1 the donation is processed by Department of Human Resources.

2 **C. Vacation Leave hours.** An employee is limited to donating 80 hours of accrued
3 vacation per calendar year to another employee, unless the employee's department director approves
4 a greater amount. Donated vacation leave will be converted to sick leave and placed in the receiving
5 employee's donated sick leave bank provided the receiving employee meets the eligibility
6 requirements under 21.2(F).

7 **D. Sick leave hours.** No donation shall be permitted unless the donating employee's
8 sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or
9 more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a
10 calendar year.

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

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

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

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

18 **G. Calculation of Donated Vacation and Sick Leave.** Sick leave and vacation
19 hours donated shall be converted to a dollar value based on the donor's straight time hourly rate at the
20 time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to
21 determine the actual number of hours received and placed in the receiving employee's donated sick
22 leave bank.

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

25 **Section 21.3 No cash out of donated leave.** Donated sick leave and vacation leave hours
26 shall be excluded from the accrual payoff provisions contained in this Agreement, and sick
27 leave/vacation leave restoration provisions contained in this Agreement.

28 **Section 21.4. No accruals on donated leave.** Vacation and sick leave will not accrue on

1 donated leave as it is used.

2 **Section 21.5 Employee donations to an Emergency Medical Leave Fund – Pilot**
3 **Program.**

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

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

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

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

17 **E. Receive and use donated leave from the Emergency Medical Leave Fund.**

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

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

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

24 4. The leave for which the employee is requesting donations must be
25 anticipated to be at least one regular work week or more.

26 5. The maximum donation an employee can receive is up to 80 hours based on
27 the employee’s normally scheduled hours during the biweekly pay period (e.g., 40, 37, 35 hours),
28 prorated for part-time employees.

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

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

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

10 **H. 60-day use requirement.** Donated hours not used within 60 days of being
11 awarded remain in or are returned to the Emergency Medical Leave Fund and do not revert to the
12 donor.

13 **Section 21.6. No Cash Out of Donated Leave.** Donated leave hours are excluded from all
14 payouts and restorations in this Agreement.

15 **Section 21.7. No accruals on donated leave.** Vacation and sick leave will not accrue on
16 donated leave as it is used.

17 **ARTICLE 22: BEREAVEMENT LEAVE**

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

22 **Section 22.2.** Immediate family shall be defined as the employee's:

- 23 A. spouse or domestic partner; or
- 24 B. legal guardian, ward, or any person whom the employee has legal custody; and
- 25 C. the following family members of the employee, the employee's spouse, or the
26 employee's domestic partner:
 - 27 1. a child;
 - 28 2. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a person

1 who stood or stands in loco parentis);

2 3. a grandparent;

3 4. a son or daughter-in-law;

4 5. a grandchild; or

5 6. a sibling.

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

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

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

12 **ARTICLE 23: CONTINUING EDUCATION**

13 **Section 23.1. Continuing Education Time and Professional Meetings.** The Department
14 and the Association agree continuous upgrading of employee skills and knowledge is beneficial to
15 providing quality health care services to the public. Therefore, employees covered by this Agreement
16 are encouraged to take advantage of opportunities available for continuing education. To this end, it
17 shall be a policy of the Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours)
18 and ARNPs, and APNS employees five (5) days (40 hours) of paid leave annually for purposes of
19 attending professional meetings, seminars and classes to earn continuing education outside of the
20 Department. For purposes of this section, professional meetings shall be defined as: Short term
21 conferences for professional growth and development of the individual nurses related to nursing,
22 and/or meetings and committee activities of the professional association at the national, state or
23 district level which are designed to develop and promote the programs of the professional association
24 in improving the quality and availability of nursing service and health care or training as defined by
25 American Medical Association standards and/or American Nursing Association standards.
26 Conferences or portions of conferences relating solely to union business are not considered
27 professional meetings.

28 **Section 23.2.** Public Health may determine, on a discretionary basis by division, a specified

1 amount of funds to be granted annually for each ARNP to use for continuing education courses to
2 maintain active ARNP licensure. Use of CE funds is subject to management preapproval. If CE funds
3 are granted in a particular year, the funds shall only be available for use during the calendar year in
4 which they are granted. Remaining unused funds at the end of the calendar year shall not roll over to
5 the next calendar year. The amount of CE funds, if any, that are available each year will remain
6 subject to management discretion and change.

7 **Section 23.3.** Other paid leave for this purpose and in-house educational programs shall be at
8 the discretion of the Department Head. Employees who are approved to attend a continuing
9 education seminar or class pursuant to the above referenced policy on a day off shall be compensated
10 at their regular rates, including applicable premiums, for all time spent, and shall be entitled to an
11 additional unpaid day off within thirty (30) days of the continuing education seminar or class. All
12 such leave shall first be scheduled and approved by the employee's supervisor. For this purpose,
13 part-time employees shall be due a prorated amount. The proration shall be determined based on the
14 hours worked in the preceding calendar year divided by the hours scheduled for a full-time position
15 during the same time period.

16 **ARTICLE 24: MILITARY LEAVE**

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

19 **Section 24.2. RCW 38.40.060 Military Leave for Public Employees.** Every officer and
20 employee of the state or of any county, city, or other political subdivision thereof who is a member of
21 the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of
22 the United States, or of any organized reserve or armed forces of the United States shall be entitled to
23 and shall be granted military leave of absence from such employment for a period not exceeding
24 twenty-one (21) days during each year beginning October 1st and ending the following September
25 30th. Such leave shall be granted in order that the person may report for required military duty,
26 training or drills, including those persons in the National Guard. Such military leave of absence shall
27 be in addition to any vacation or sick leave to which the officer or employee might otherwise be
28 entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of

1 military leave, the officer or employee shall receive his or her normal pay.

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

13 **ARTICLE 25: JURY DUTY**

14 **Section 25.1 Jury Duty.** An employee working on other than a part time or temporary basis
15 shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury
16 duty during the employee's normal work schedule, except for transportation allowance, shall be
17 deducted from the gross pay due the employee for such period; provided that an employee excused
18 by the court on any day of such duty falling within his normal work schedule shall notify his
19 supervisor and if so directed report for work for the balance of his normal shift. An employee who is
20 scheduled off work during a period when called to serve jury duty will not suffer a loss of income as
21 a result of serving jury duty. An employee who is scheduled to work either evening or night shifts
22 while on jury duty shall not be required to report to work on any day when jury duty, including travel
23 time, requires three or more hours of attendance. An employee who does not work his or her
24 scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of
25 serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16)
26 hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16) hours
27 between the time the employee is dismissed from jury duty and the time the employee must report for
28 regular duties.

1 **Section 25.2 Required Court Appearance.** An employee who is subpoenaed to appear in
2 court on work related business shall be paid as if working for all time spent in court or in preparation
3 for such appearance as approved by the Department, including reasonable travel time to and from the
4 work site during the employee's work shift.

5 **ARTICLE 26: UNPAID LEAVES OF ABSENCE (short term)**

6 **Section 26.1.** An unconditional leave of absence without pay for a period not exceeding sixty
7 (60) consecutive days may be granted by the Department Director.

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

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

13 **ARTICLE 27: UNPAID LEAVES OF ABSENCE (long term)**

14 **Section 27.1 Leaves of Absence.**

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

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

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

23 **ARTICLE 28: SAFETY STANDARDS**

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

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

28 **Section 28.3 Protective Clothing and Equipment.** Protective devices, protective equipment

1 and protective clothing when required by the County, laws or regulations, will be furnished to and
2 used by the employees.

3 **Section 28.4 Safety Meetings.** At least one designated representative from each of the three
4 sectors in the bargaining unit will be allowed time off with pay to attend departmental safety
5 meetings. The employee will notify their supervisor in advance of such meeting so as to minimize
6 conflict with regularly assigned duties.

7 **Section 28.5 Employees Must Comply with Safety Rules.** It shall be the duty of every
8 employee covered by this Agreement to comply with established safety rules, promote safety and to
9 assist in the prevention of accidents.

10 **Section 28.6 Employee Participation in Safety Program.** All employees covered by this
11 Agreement are expected to participate and cooperate in the County's Safety Program. At the annual
12 OSHA/WISHA training and once per year in the Health Beat the County shall present an explanation
13 of its Safety Program to employees.

14 **Section 28.7 Internal Resolution of Safety Concerns.** Employees shall present unresolved
15 safety issues to the County's Safety Committee prior to presenting same to an outside agency
16 empowered with upholding the state WISHA law.

17 **ARTICLE 29: REDUCTION IN FORCE (RIF), LAYOFF, RECALL**

18 **Section 29.1 Definitions.** The following definitions shall apply for the purposes of
19 administering this Article:

20 **29.1.1 Seniority.** The employee's total uninterrupted time in the bargaining unit,
21 measured as total compensated hours excluding overtime, and up to a cap of 2088 hours for each
22 consecutive 12-month period. If two employees have equal seniority, seniority shall be determined
23 by the adjusted service date reflecting the employee's date of hire into a King County career service
24 position. A career service employee covered by this Agreement who separates from a career service
25 bargaining unit position in good standing, and returns to a career service bargaining unit position
26 within two years of separation, will be credited with previously accrued bargaining unit seniority.

27 **29.1.2. Layoff.** The involuntary separation of employment or involuntary
28 reduction/increase of work hours due to the elimination/reduction/increase of the position or its work

1 hours for reasons of budget, efficiency or reorganization. An involuntary increase or reduction in the
2 regular working hours of a position shall create the same vacancy placement and bumping rights for
3 employees whose hours are increased/reduced as are created by the terms of this Article for whose
4 position is being eliminated, except as provided otherwise by the Part-Time Employment Program.

5 **29.1.3 Qualified.** The employee possesses the necessary knowledge, skills and
6 abilities to competently perform the duties of a position; including required licenses and/or
7 certifications, and would be eligible to be appointed to the position as a new hire. The determination
8 of whether an employee is qualified is made by the Chief Nurse Officer at the time of the Employee
9 RIF Notice.

10 **29.1.4. Trial Service Period (TSP).** For purpose of this Section, if an employee is
11 required to serve a TSP pursuant to this Article, and the TSP is terminated by the employee or the
12 County according to the TSP terms stated in Article 34.7, the employee will be placed in layoff recall
13 for a period of (2) years consistent with this Article.

14 **29.1.5 Layoff Divisions.** Bargaining unit employees are in positions located in
15 multiple departments and divisions in Public Health and the Department of Adult and Juvenile
16 Detention. Each division shall be considered a Layoff Division. All bumping shall be limited to
17 positions in the same Layoff Division where a position is being eliminated. A bargaining unit
18 employee can only bump other less senior bargaining unit employees within their Layoff Division,
19 and cannot bump employees outside their Layoff Division.

20 Examples of current Layoff Divisions:

- 21 1. Nursing Office
- 22 2. Community Health Services
- 23 3. Prevention
- 24 4. Jail Health Services
- 25 5. Juvenile Detention

26 **29.1.6. Employment Sector.** Shall means the locality of the assigned work site of the
27 employee subject to layoff.

28 (1) Jail Health Services (JHS) Sector; includes

- King County Correctional Facility
- Regional Justice Center Jail

1 (2) *North Sector; Sites Include north of I-90, plus Columbia, sites in North Region A, and
2 sites in North Region B.

3 (3) *South Sector; sites includes south of I-90 plus sites in South Region A and South Region
4

5 *A float pool nurse has the right to bump the least senior nurse in the North or South Sector
6 and may be bumped by a nurse from either the North or South Sector.

7
8 **RIF Process: Individual Career Service Position**

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

16 **Section 29.3 Employee RIF Notice.** A career service employee in a position impacted by
17 layoff shall be notified at least (30) calendar days prior to the effective date of such layoff. The notice
18 will include relevant information for the nurse to select Steps below, including notice of all available
19 vacant bargaining unit positions. An informational copy of the notice will be provided to the
20 Association.

21 **Section 29.4 Employee RIF Steps.** Upon receipt of the Employee RIF Notice, the employee
22 shall be allowed (14) calendar days to indicate their RIF Step selection. If the employee does not
23 elect to be laid off (i.e., RIF Step 1), the employee must then elect to move into one or more available
24 vacancies in accordance with RIF Step 2. If no vacancies are available to the employee under RIF
25 Step 2, the employee may elect voluntarily to move into an available position under RIF Step 3 or
26 choose to skip RIF Step 3 and proceed to RIF Step 4, and then Step 5. However, if an Exception is
27 granted per 29.4.1 to an employee incumbent in their position, the employee shall not be subject to
28 displacement by application of Step 4 and 5 (i.e. bumping) by a nurse with higher seniority. When an

1 employee submits their RIF Step elections per the process below, the elections shall not be subject to
2 further change by the employee.

- 3
- 4 ➤ **RIF STEP 1.** Employee can elect to be laid off and placed on the layoff recall list.

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

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

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

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

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

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

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

- 26 ➤ **RIF STEP 5.** Employee can elect to bump the least senior employee in the bargaining
27 unit in a lower paid classification in the same Layoff Division (e.g., PHN may bump
28 RN), provided the employee has successfully completed a probationary period in the
lower level classification. An employee may not bump: (1) a higher senior employee;
(2) a less senior employee in another Layoff Division; (3) bump into a position if they

1 are not deemed qualified; or (4) bump an employee that has been granted an Exception
2 per 29.4.1.

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

5 **29.4.1 EXCEPTION.** Modification to seniority-based bumping in (Step 4 and 5)
6 above may be authorized by the Chief Nurse Officer in consultation with manager/designee and
7 human resources. Notice shall be provided to the Association that bumping out of seniority order is
8 necessary to retain essential skills and qualifications.

9 **RIF Process: Multiple Career Service Positions**

10 **Section 29.5. Introduction.** When the Department determines the need to eliminate or
11 change the work hours of multiple positions, the incumbents in the positions to be affected shall be
12 notified at least (30) calendar days prior to the effective date of the RIF (i.e., via Employee RIF
13 Notice), and the following RIF Process shall be used.

14 **Section 29.6. Employee RIF Notice and RIF Steps.** The County shall provide all potentially
15 impacted employees a RIF Notice at least (30) calendar days prior to the effective date of the RIF.
16 After receipt of RIF Notice, each employee shall be allowed (14) calendar days to elect RIF Steps 1-5
17 stated above in accordance with the aforementioned rules regarding the exercise of RIF Steps.
18 Application of the employees' selected RIF Steps will be administered in seniority order, with the
19 most senior affected employee administered first, and the next most senior employee administered
20 second, and so forth until all impacted employee elected RIF Steps have been processed.
21 Administration of employee elections will be based on the elections being timely and properly
22 submitted by the impacted employees within the 14-day election period, starting the date the layoff
23 notice was issued. Any vacancies must be filled under Step 2 if the nurse is qualified for the position
24 prior to the nurse having the right to displace a less senior employee by application of Step 4 or Step
25 5. If an Exception is granted per 29.6.1 to an individual employee and their position, the employee
26 shall not be subject to displacement through the application of Step 4 or Step 5 (i.e. bumping). When
27 an employee submits their RIF Step elections, the elections shall not be subject to further change by
28 the employee.

29.6.1 EXCEPTION. An exception to seniority-based bumping may be authorized by

1 the Chief Nurse Officer, with notice to the Association, only if bumping out of order is required to
2 retain essential skills and qualifications.

3 **Section 29.7. Appeal.** The Chief Nurse Officer shall determine which positions an employee
4 subject to layoff is qualified to select as an option. If the employee subject to layoff is not in
5 agreement with the decision, the employee may appeal the decision to the Division Director within
6 (14) calendar days. If an appeal is filed, the decision by the Division Director shall be final. If no
7 appeal is filed, the decision by the Chief Nurse Officer is final. The determination whether an
8 employee is qualified will assume an appropriate orientation to the new position.

9 **Section 29.8. Layoff Recall List.** Employees that separate employment due to a RIF Process
10 (or unsuccessful completion of trial service that results in layoff) shall be asked whether they would
11 like to be placed on the layoff recall list for a period of two years commencing from the effective date
12 of their separation. Employees that affirm their interest to be placed on the layoff recall list shall be
13 recalled to openings for which they are qualified in the classification that they were laid off in
14 seniority order. Employee refusal of a recall job offer that is the same work hours and classification
15 from which the employee was laid off shall result in removal from the recall list, unless the County
16 authorizes an exception in writing.

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

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

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

1 policies.

2 **Section 29.9** Pursuant to the provisions of R.C.W. Title 50, King County is a participating
3 County in the regular state unemployment compensation program.

4 **ARTICLE 30: GRIEVANCE PROCEDURE**

5 **Section 30.1. Introduction.** The County and the Association recognize the importance and
6 desirability of settling grievances promptly and fairly in the interest of continued good employee
7 relations and morale and to this end the following procedure is outlined. To accomplish this, every
8 effort will be made to settle grievances at the lowest possible level of supervision. The Association,
9 employee, and the immediate supervisor are encouraged to make every attempt to appropriately
10 resolve issues of concern between themselves in a timely manner prior to filing a formal grievance.
11 Upon timely request by an Association representative to the County, the time period for initial filing
12 of a grievance may be extended for a mutually agreed time in writing, to allow for efforts to resolve a
13 potential grievance. Employees will be free from coercion, discrimination or reprisal for seeking a
14 resolution of their grievances.

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

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

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

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

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

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

27 The Association shall not advance grievances related to disputing disciplinary action or
28 termination concerning probationary and temporary employees (i.e., term-limited temporary and

1 short-term temporary) because such employees are considered in “at-will” employment status. The
2 Association may pursue grievances on behalf of temporary employees related to other alleged
3 violations of the Agreement unrelated to disciplinary action.

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

9 **Section 30.3 Exclusive Representative.** If employees have access to the Personnel Board for
10 adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure
11 will preclude access to other procedures. If the employee chooses to access the Personnel Board for
12 the adjudication of disciplinary or reclassification issues, this decision shall waive the Association’s
13 legal obligations for representation, unless mutually agreed otherwise.

14 **Section 30.4 Grievance Process.**

15 **STEP 1. Supervisor.** A grievance shall be presented in writing by the Association
16 on behalf of the aggrieved employee within thirty (30) calendar days of the occurrence, or the date
17 the employee should have known of the occurrence of such grievance to the employee’s immediate
18 supervisor or designee. The written grievance shall include the required information in Section 30.2.

19 The immediate supervisor shall meet with the Association representative (and grievant if
20 applicable). The immediate supervisor or designee will contact the Association representative within
21 (15) calendar days of receipt of the written grievance to schedule the meeting. If applicable, the
22 grievance meeting will be held during the employees regular working hours. Every effort will be
23 made to schedule this meeting within (25) calendar days of the receipt of the written grievance by the
24 immediate supervisor. The supervisor may issue a decision based upon the information available at
25 the time if the Association representative is unable to attend a meeting in person within a reasonable
26 period of time (60 calendar days), except for extraordinary circumstances (e.g., where a medically
27 verifiable injury or illness exists). The supervisor shall notify the employee and the Association
28 representative in writing of their decision within (15) calendar days after the meeting. If the response

1 is sent via email, a “delivery receipt” will be added to the County email. If a grievance is not pursued
2 to the next level within (15) calendar days of the Step 1 decision response provided to the
3 Association, it shall be presumed resolved.

4 **STEP 2. Division Manager.** If after thorough discussion with the immediate
5 supervisor the grievance has not been satisfactorily resolved, the Association representative shall then
6 present the grievance to the Division Manager/designee for investigation, discussion, and written
7 reply. The written grievance shall include the required information from [Section 30.2]. The Division
8 Manager/designee will contact the Association representative within (15) calendar days of receipt of
9 the written grievance to schedule the meeting. Every effort will be made to schedule this meeting
10 within (25) calendar days of the receipt of the written grievance by the Division Manager or designee.
11 If applicable, the grievance meeting should be held during a grievant’s regularly scheduled working
12 hours if the Association has asked the grievant to attend. The Division Manager/designee after
13 consulting with appropriate management stakeholders shall make a written decision available to the
14 Association representative within (15) calendar days after the meeting. If the grievance is not
15 pursued to the next higher level within (15) calendar days from the Association’s receipt of the
16 Division Manager’s written decision, it shall be presumed resolved.

17 **STEP 3. Office of Labor Relations.** If the decision at Step 2 has not satisfactorily
18 resolved the grievance, the Association may submit the grievance in writing to the Office of Labor
19 Relations Director and designated Labor Negotiator assigned to this Agreement. The written
20 grievance shall include the required information in [Section 30.2]. Every effort will be made to
21 schedule this meeting within (25) calendar days of the receipt of the written grievance by the
22 Negotiator. If the Association invites a grievant to attend the meeting, the meeting should be held
23 during the employee’s regular working hours. The Negotiator, after investigation and appropriate
24 consultation with management stakeholders, shall make a written decision available to the
25 Association representative within (15) calendar days after the Step 3 hearing. If the response is sent
26 via email, a “delivery receipt” will be added to the County email. If the grievance is not pursued to
27 the next higher level within (45) calendar days from the Association’s receipt of the Step 3 written
28 decision, it shall be presumed resolved.

1 **STEP 4. Mediation and/or Arbitration.** Should the decision of the Negotiator not
2 resolve the grievance at Step 3, the parties, prior to submitting a dispute to arbitration, may agree to
3 select a neutral third party to serve as mediator. This agreement shall be reached within (30) calendar
4 days of receipt of the Step 3 response by the Association. If such agreement cannot be reached, the
5 Association may request arbitration within (60) calendar days of receipt of the Step 3 decision. If
6 mediation is undertaken and is not successful, the Association may request arbitration within (30)
7 calendar days if either the County or the Association declares impasse at mediation. The arbitration
8 request shall be submitted in writing to the Director of the Office of Labor Relations and the
9 Negotiator.

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

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

19 1. The arbitrator shall have no power to render a decision that will add to, subtract
20 from, or alter, change, or modify the terms of this Agreement, and their power shall be limited to
21 interpretation or application of the express terms of this Agreement, and all other matters shall be
22 excluded from arbitration. Additionally, the arbitrator must comply and adhere to any agreed upon
23 limitations set forth expressly in this grievance procedure, including those described in [Section
24 30.2].

25 2. No matter may be arbitrated which the County by law, has no authority over, has
26 no authority to change, or has been delegated to any civil service commission or personnel board, as
27 defined in the RCW 41.56.

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

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

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

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

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

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23 **ARTICLE 31: WAIVER CLAUSE**

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

3 **ARTICLE 32: WORK STOPPAGES**

4 **Section 32.1. No Work Stoppages.** The County and the Association agree that the public
5 interest requires the efficient and uninterrupted performance of Department services and to this end
6 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life
7 of this Agreement, the Association or its members shall not cause or condone any work stoppage,
8 strike, slow down or other interference with Department functions by employees under this
9 Agreement, and should same occur, the Association agrees to take appropriate steps to end such
10 interference. Employees covered by this Agreement who engage in any of the foregoing actions shall
11 be subject to such disciplinary action as may be determined by the County; including but not limited
12 to the recovery of any financial losses suffered by the County.

13 **Section 32.2. Association's Responsibilities.** In the event, however, that there is a work
14 stoppage or any other interference with Department functions which is not authorized by the
15 Association, the County agrees that there shall be no liability on the part of the Association, its
16 officers or representatives; provided that in the event of such unauthorized action they first meet the
17 following conditions:

18 **32.2.1.** Within not more than six (6) hours after the occurrence of any such
19 unauthorized action, the Association shall publicly disavow the same by posting a notice on the
20 bulletin boards available in each Department work area, stating that such action is unauthorized by
21 the Association.

22 **32.2.2.** The Association, its officers and representatives, will, in good faith, use every
23 reasonable effort to terminate such unauthorized action.

24 **32.2.3.** The Association shall not question the unqualified right of the County to
25 discipline or discharge employees engaging in or encouraging such action. It is understood that such
26 action on the part of the County shall be final and binding upon the Association and its members and
27 shall in no case be construed as a violation by the County of any provisions in this Agreement.

28 **ARTICLE 33: SAVINGS CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by

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

6 **ARTICLE 34: DEFINITIONS**

7 **Section 34.1 Terminology.** The terms used in this collective bargaining agreement shall have
8 the same definitions specified in King County Code 3.12 Personnel System (KCC), and specifically
9 3.12.010 Definitions, as amended. For illustrative purposes and to improve CBA administration, a
10 few terms defined by KCC are excerpted below in PART A, but are not intended to modify the term
11 definitions provided in KCC. PART B of this Article contains terms and definitions unique to this
12 CBA.

13 ***PART A: KCC TERMS***

14 **Section 34.2 "Class" or "classification"** means a position or group of positions, established
15 under authority of this chapter, sufficiently similar in respect to the duties, responsibilities and
16 authority thereof, that the same descriptive title may be used to designate each position allocated to
17 the class.

18 **Section 34.3 "Career service employee"** means a county employee appointed to a career
19 service position as a result of the selection procedure provided for in King County Code, Chapter 3,
20 as amended, and who has completed the probationary period.

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

27 **Section 34.5 "Term-limited temporary employee"** means a temporary employee who is
28 employed in a term-limited temporary position. Term-limited temporary employees are not members
of the career service. Term-limited temporary employees may not be employed in term-limited

1 temporary positions longer than three years beyond the date of hire, except that for grant-funded
2 projects capital improvement projects and information systems technology projects the maximum
3 period may be extended up to five years upon approval of the director. The director shall maintain a
4 current list of all term-limited temporary employees by department.

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

11 ***PART B: SPECIAL CBA TERMS***

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

14 The purpose of a TSP is to provide the employee with the opportunity to acquire knowledge,
15 training and skills necessary to competently perform in a new position. The timeframe for a TSP
16 shall be (6) months in duration, which may be waived early by the County if the employee
17 demonstrates enough competency in the position. The County may end TSP if management
18 objectively assesses that an employee is not demonstrating sufficient progress to be able to
19 competently perform the duties of the new position by the end of the TSP period. Likewise,
20 employee may end the TSP if they determine the new position is not an appropriate match. Unlike
21 probation, successful completion of a TSP does not result in a wage step increase.

22 **TSP in Layoff Recall Scenario.** If an employee is serving a TSP as a result of being recalled
23 to a new position per Article 29.8, and County end the TSP for the reasons stated in the foregoing
24 paragraph, the employee will be placed back in layoff recall status. In the event the employee does
25 not complete TSP, the employee shall be placed back on the layoff recall list for the remainder of the
26 duration of the employee’s initial two-year recall period, except all time spent in TSP status will be
27 added to the layoff recall period. For example, assume employee is laid off January 2020. They are in
28 layoff recall status for 6 months, and recalled June 2020, and must serve a (6) month TSP. Employee

1 terminates TSP on August 2020 (3 months of TSP), and returns to layoff recall status. Employee will
2 be eligible for layoff recall until March 2022 because their layoff recall period was extended by (3)
3 months due to time spent in TSP.

4 **TSP in Voluntary Transfer Scenario.** If an employee is serving a TSP per a Lateral
5 Voluntary Transfer (Article 11.5), and the employee or management terminate the TSP for the
6 reasons stated above, the employee shall be moved back into their former position occupied prior to
7 the transfer if the position is vacant and available. If their former position is not available, the
8 employee may elect to move into any available vacancy that is in the same classification, same
9 Division, and same program as their former position. If the employee is not qualified for any
10 available vacancy above, the employee will be laid off and placed directly in layoff recall.

11 **ARTICLE 35: TERM OF AGREEMENT**

12 This Agreement (inclusive of all Addendums) shall become effective when enacted by
13 Council through ordinance and shall not be retroactively applied, unless a different effective date is
14 specified, and covers the period of January 1, 2021 through December 31, 2022. Written notice must
15 be served by either party upon the other party of its intent to terminate or modify this Agreement not
16 less than sixty (60) days prior to December 31, 2022.

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APPROVED this _____ day of _____, 2021.

By: _____
King County Executive

FOR WASHINGTON STATE NURSES ASSOCIATION:

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Tami Nesler Feb 10, 2021

Tami Nesler, Grievance Officer, WSNA Negotiating Team Date

Paul Kunkel, MN, RN Feb 10, 2021

Paul Kunkel, Chairperson, WSNA Negotiating Team Date

Yolanda Morris Feb 10, 2021

Yolanda Morris, Secretary, WSNA Negotiating Team Date

Michelle Moore, BSN, RN Feb 11, 2021

Michelle Moore, BSN, RN, IBCLC, WSNA Representative Date

Hanna Welander, BSN RN Feb 10, 2021

Hanna Welander, BSN, RN, WSNA Representative Date

Robert H Lavitt Feb 10, 2021

Robert H. Lavitt, Attorney for WSNA Date

Carolyn Clark Feb 10, 2021

Carolyn Clark, Grievance Officer, WSNA Negotiating Team Date

Member

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ADDENDUM B
NURSES ASSIGNED TO CHILDREN FAMILY JUSTICE CENTER (CFJC)

King County (hereinafter the County) and Washington State Nurses Association (hereinafter the Association) agree that the collective bargaining agreement between the parties, covering nurses represented by the Association and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering nurses represented by the Association and employed in the Department of Adult and Juvenile Detention, Juvenile Division, and assigned to CFJC. All the terms and conditions of the WSNA Staff Unit agreement will apply to nurses assigned to CFJC, except where described below in this Addendum B. It is also understood and agreed that rates of pay for nurses assigned to CFJC shall be listed in Addendum A indicated by “Juvenile” (e.g., Registered Nurse – Juvenile, or Public Health Nurse - Juvenile).

APPLICABLE PROVISIONS FOR JUVENILE DIVISION NURSES

The following provisions apply only to employees in the Department of Adult and Juvenile Detention, Juvenile Division, assigned to CFJC.

Section J.1. The Association and management agree that flexible scheduling designed to consider both agency and employee needs is in the best interest of both parties. Responsibility for arranging, reporting and verifying hours worked is assigned as follows:

J.1.1. Operational requirements shall receive first consideration. The Master Work Schedule is maintained by management. If operationally necessary, revisions to the Master Work Schedule may be made on an annual basis. Employees may request to switch individual slots/patterns within the Master Work Schedule upon mutual agreement between the impacted employees and approved by management.

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

- i. The schedule change does not result in any daily or weekly overtime;

1 ii. The minimum number of work hours per pay cycle is met; and
2 The County retains the right to adjust individual employee's slots/patterns if the changes are
3 to make reasonable accommodations as may be required under the Americans with Disabilities Act or
4 to provide a limited period of close supervision and additional training.

5 **J.1.2.** Management shall be responsible to insure adequate staffing to meet
6 operational requirements. Part-time nurses may have their scheduled third day of the week (per the
7 DAJD Master Work Schedule), which occurs every-other week, moved to another alternated day
8 and/or shift to cover a scheduled vacancy. The alternate day and/or shift shall be scheduled with a
9 minimum of 21 calendar days' notice and shall occur within the same workweek (for FLSA weekly
10 overtime purposes) and pay period in which that third day was originally scheduled.

11 Part-time nurses who are scheduled to work 11:00 AM – 7:00 PM may be moved to an
12 alternate day on either day shift or swing shift. Part-time nurses who work night shift may be moved
13 to an alternate day on night shift.

14 A nurse may request to decline an alternate shift day in writing if notice is provided at least
15 (5) days after being informed of the schedule adjust. Nurses may decline no more than (3) three
16 schedule adjusted days per year.

17 Nothing in this provision shall interfere with scheduling in accordance with the DAJD Master
18 Work Schedule, and as provided in J.1.1 above. In case of emergency, staff may be required upon
19 short notice to work different shifts, or hours, or days, for the period of emergency only.

20 **J.1.3. Holiday Staffing.** One RN will be authorized to work holiday shifts (as defined
21 in Article 15 JHS Staff). If the scheduling of overlapping RNs falls on a holiday, the two RNs may
22 request to take the holiday or work the holiday. If both RNs want to take the holiday, or both want to
23 work the holiday, the decision will be made in accordance with seniority.

24 **J.1.4.** In critical staffing situations, mandatory overtime shall be the last resort and
25 comply with RCW 49.28.140. For purposes of this section, critical staffing levels occur, but are not
26 limited to, situations when unscheduled vacancies occur within 24 hours of the shift in question. All
27 unfilled shifts within the Master Schedule shall be filled by utilizing the following nurses listed below
28 which shall be contacted as quickly as possible in the interest of filling the shift:

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- STT Nurse
- Part-Time Nurse
- Voluntary Nurse (Overtime/Combination)
- Agency Nurse

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

Section J.2. Employees who unavoidably suffer a loss or damage to personal property while on duty shall have same repaired or replaced at County expense. Reimbursement for nonessential personal property shall not exceed one hundred and fifty dollars (\$150.00). Such claims are to be processed by the County immediately upon receipt of the claim from the employee.

Section J.3. Professional Meetings. For purposes of this section, professional meetings shall be defined as short term conferences for professional growth and development of the individual nurses, as related to their current duties and/or meetings and committee activities of the professional association at the national, state or district level which are designed to develop and promote the programs of the professional association in improving the quality and availability of nursing service and health care or training as defined by American Medical Association standards and/or American Nursing Association standards.

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

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ADDENDUM C
ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

The Washington State Nurses Association (the Association) and King County (the County) agree that the Department of Adult and Juvenile Detention (DAJD) reserves the right to end meal service at its jail facilities when employees represented by the King County Corrections Guild no longer receive meal service pursuant to an agreement with the King County Corrections Guild. When a future date is identified that meal service will end, DAJD will provide available information to the Association at least ninety (90) days before implementation about the proposed upgrades to lunchroom facilities. The County and the Association will bargain over the upgrades upon request of the Association. When and if meal services are eliminated, the County will provide suitable microwaves, refrigerators, and vending machines with healthy meals.

ADDENDUM D
10-HOUR AND 12-HOUR SHIFTS
AT MRJC AND KCCF

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 (MRJC) 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.

Agreement Regarding Alternative Schedule Agreement Duration:

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

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

Agreement Regarding Reporting Time Worked Based on Actual Hours:

1 Nursing staff working at the MRJC and KCCF will report their time and be paid for their time
2 based on actual hours rather than projected hours beginning January 1, 2009.

3 **Additional Provisions:**

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

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

10 a. Employees may temporarily switch patterns upon written agreement and
11 management's approval.

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

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

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

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

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

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

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

1 hours. For purposes of this provision, weekend hours shall be the hours of 2200 on Friday through
2 2200 on Sunday.

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

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

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

Rates	Type	Current	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

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