



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.:	5	Date:	7 July 2010
Proposed Ordinance No.:	2010-0354	Prepared by:	Nick Wagner

A. SUMMARY

Proposed Ordinance 2010-0354 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) between King County and Washington State Nurses Association (WSNA). The CBA (pp. 7-80 of these materials) covers employees in the Departments of Public Health and Adult and Juvenile Detention (Juvenile Division).

1. Term of the CBA

The CBA covers the three-year period from 1 January 2010 through 31 December 2012 (CBA Article 23, p. 73 of these materials).

2. The Bargaining Unit

The bargaining unit consists of approximately 300 employees. According to the Executive's transmittal letter (p. 97 of these materials), "The Public Health employees provide services in a variety of program areas in the department such as clinical services, home visiting and prevention and health education to the residents of King County. The nurses in the Juvenile Detention Division provide clinical nursing services to detained youth."

3. Consistency with Labor Policies

As described in the Contract Summary (pp. 93-94 of these materials), the proposed CBA appears to be consistent with the County's adopted labor policies, except that tentative agreement on the CBA was not reached until three months after the expiration date of the previous agreement. This was due to an impasse during direct negotiations, which was resolved through the assistance of a mediator from the Public Employment Relations Commission.

4. Pay Ranges and COLAs

As provided in the furlough agreement approved by Ordinance 16340 (adopted 15 December 2008), the bargaining unit will receive a two percent COLA for 2010,

together with step and merit increases (CBA § 7.2.1, p. 26 of these materials). The CBA contains reopeners for any COLAs or other wage increases for 2011 and/or 2012 (CBA §§ 7.2.2 and 7.2.3, p. 26 of these materials).

There are also reopeners for negotiation of the following terms for 2011 and/or 2012:

- A possible eleventh step (CBA § 7.2.4) (p. 26 of these materials);
- Annual step increases (CBA § 7.2.5) (p. 26 of these materials);
- The current longevity premium (CBA § 7.2.8) (p. 27 of these materials).

B. NEW CONTRACT PROVISIONS

The CBA includes the following new or revised provisions:

1. Discipline

Language has been added in CBA section 5.2 (pp. 14-15 of these materials) to clarify the application of the just cause standard, including the listing of “demotion” as an option and a list of “just cause” considerations. It is no longer necessary for an employee representative to be present when an employee is issued only a written reprimand or warning.

2. Security Clearances

CBA sections 5.1 and 7.7 (pp. 14, 29 of these materials) have been amended to make clear that obtaining and maintaining a security clearance is a requirement for nurses working in positions at the detention facilities.

3. Changes to Conform to State and Federal Law

The following CBA sections have been modified to conform to changes in applicable state and federal law:

- 10.6.1 (FMLA leave to care for active duty service member) (p. 42 of these materials);
- 10.6.2 (FMLA leave to care for injured service member) (p. 42 of these materials);
- 10.7 (military leave) (p. 42 of these materials);
- 10.8 (military spouse leave) (p. 43 of these materials); and
- 10.11 (domestic violence leave) (p. 44 of these materials).

4. Alternative Work Schedules

CBA sections 13.4.1 and 13.4.2 (p. 48 of these materials) contain new language regarding alternative work schedules. Denial of a request for an alternative work schedule must be justified in writing to the employee, who is then entitled to have the decision reviewed at one step above the employee's supervisor on the organizational chart.

In a letter of understanding (pp. 79-80 of these materials) the parties have agreed to conduct a review and assessment of alternative work schedules that are available to Community Health Services Division nurses, including the operational needs of the division.

5. Bilingual Pay

If bilingual premium pay for other employees working in Public Health is increased, the same increase will be extended at the same time to bargaining unit employees. CBA § 7.18 (pp. 32-33 of these materials).

6. Shift Differential Compensation

CBA section 7.9 (p. 30 of these materials) is now calculated on the basis of actual hours work, rather than on whether the employee worked most of his or her hours during the evening or night shift.

7. MOA re Scheduling and Shift Premium at MRJC

CBA section 13.4.4 (p. 49 of these materials) incorporates a memorandum of agreement regarding 10- and 12-hour shifts for nurses working at the Maleng Regional Justice Center (pp. 74-76 of these materials).

8. MOU re Use of Agency Contract Nurses

A memorandum of understanding allows bargaining unit nurses to request a shift for which an agency or contract nurse is scheduled if the request is made at least seven days before the shift begins (pp. 77-78 of these materials).

9. MOA for Employees at DAJD (Juvenile Division)

There is a separate memorandum of agreement governing employees of the Department of Adult and Juvenile Detention (Juvenile Division) (pp. 83-90 of these materials).

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive’s Fiscal Note (p. 95 of these materials). From a base cost of \$27,054,114 for 2009, the CBA would result in an increase of \$553,080 in 2010. Any increase in cost for 2011 or 2012 will depend on the outcome of the contract reopeners referred to above. The Executive’s transmittal letter describes the CBA as being within the county’s capacity to finance (Transmittal letter, pp. 97-98 of these materials).

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division (Transmittal letter, p. 98 of these materials).

INVITEES

- 1. Alex Golan, Labor Negotiator, Office of Labor Relations
- 2. Linda Machia, General Counsel, Washington State Nurses Association

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 6, 2010

Ordinance

Proposed No. 2010-0354.1

Sponsors Hague

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

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

14 SECTION 2. Terms and conditions of said agreements shall be effective from
15 January 1, 2010, through and including December 31, 2012.
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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and Washington State Nurses Association Representing Employees In Seattle King county Public Health and Department of Adult and Juvenile Detention, Juvenile Division, B. Addendum A--Washington State Nurses Association Seattle-King County Dept of Public Health Staff Nurses--Waves Effective 1/1/10, C. Memorandum of Agreement By and Between King County and Washington State Nurses Association Representing Employees in Department of Adult and Juvenile Detention, Juvenile Division

1 **ARTICLE 2: NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

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

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1 **ARTICLE 5: EMPLOYMENT PRACTICES**

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

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

- 18 a. Oral reprimand
- 19 b. Written reprimand
- 20 c. Suspension
- 21 d. Demotion
- 22 e. Dismissal

23 The type and level of disciplinary action will be determined by the nature and severity of the
24 behavior and/or performance deficiency leading to disciplinary action, as well as other just cause
25 considerations such as notice to the employee of the consequence of the conduct for which the
26 employee is being disciplined; whether the Employer investigated before administering the discipline;
27 whether the Employer's investigation was conducted fairly and objectively; whether there was
28 sufficient evidence of the cause for discipline; whether the Employer applied its rule or directive

1 even-handedly and without discrimination. The nurse shall have the right to the attendance of a
2 representative at disciplinary (not including instances where the employee is simply being issued a
3 written reprimand or warning) and/or investigatory meetings.

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

10 The performance evaluation system to be used by the Department will be presented to the
11 Nursing Practice Committee (as defined in Article 15) for review and comment prior to adoption.

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

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

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

23 **Section 5.3.a Performance Improvement Plan (PIP):** The employer may propose a PIP in
24 accordance with this section. A PIP is defined as a written plan of limited duration created by
25 management for the purpose of identifying areas of improvement expected of an employee. Such
26 plan shall contain a description of specific deficiencies in performance and specific steps the
27 employee may take to improve performance. A PIP shall identify available assistance, such as classes
28 or training, in achieving improvement, and shall contain a schedule of regular meetings with

1 appropriate supervisors to monitor progress. A PIP shall have a clear and established end date.

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

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

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

15 b. Interview screened applicants meeting minimum qualifications from within the
16 bargaining unit.

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

20 d. Make selections for promotional positions in accordance with appropriate
21 personnel regulations and ordinances.

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

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

1 period shall be moved back into the nurse's former classification into any available vacancy for which
2 he or she is qualified which may be filled on a temporary basis, pending the outcome of the nurse's
3 trial service period. A lateral transfer is defined as the movement of an employee in the bargaining
4 unit to another position within the same classification within the bargaining unit. A nurse who is
5 promoted shall serve a six (6) month probationary period. A promoted nurse who does not
6 successfully complete the probationary period shall be reverted to his/her former classification and
7 placed in any available vacancy for which he/she is qualified. If there are no available vacancies, the
8 nurse may participate in the County's Career Service Support Program and shall be placed on the
9 Public Health Reversion Register for a period of two years to be reverted to the first available
10 vacancy for which he/she is qualified. If two or more employees on the Recall List compete for the
11 same position, seniority as defined in 17.1(a), shall be the deciding factor. Provided a promoted nurse
12 may not challenge the employer's decision to revert him/her to his/her former classification, this
13 section shall not prevent a promoted nurse from utilizing the grievance procedure to challenge the
14 interpretation or application of this section.

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

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

24 **Section 5.7 Personnel File:** The employees covered by this Agreement may examine their
25 personnel files in the Department's Personnel Office in the presence of the Personnel Officer or
26 designee. No other personnel files will be recognized by the Employer or the Association. Materials
27 to be placed into any employee's personnel file relating to job performance or personal conduct or
28 any other material that may have an adverse effect on the employee's employment shall be brought

1 to his/her attention with copies provided to the employee for his/her signature. Employees who
2 challenge material in their personnel files are permitted to insert material related to the challenge.
3 At the employee's request, materials relating to corrective counseling will be removed from the
4 employee's file after a twelve (12) month period, unless another act of misconduct has been
5 committed during the twelve (12) month period.

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

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

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

26 **New Section 5.10 ARNP Credential Verification Fee.** ARNP's, as a condition of
27 employment (and at the time of the offer of employment), must undergo initial verification of their
28 professional credentials. Newly hired ARNPs may opt to have the direct fees for such verification of

1 credentials deducted from their first paychecks.

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1 **ARTICLE 6: GRIEVANCE PROCEDURE**

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

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

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

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

1 provided herein.

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

7 **Step 1. Supervisor:** A grievance shall be presented in writing by the aggrieved
8 employee (and his/her selected representative if the employee wishes) within ten (10) working days of
9 the occurrence, or the date the employee should have known of the occurrence, of such grievance to
10 the employee's immediate supervisor. The written grievance shall state the act or omission which is
11 the basis for the grievance, the date of such act or omission, the Article and Section of this Agreement
12 the employee believes was violated or misapplied, and the remedy requested. The immediate
13 supervisor shall meet with the employee (and designated Association representative) if the employee
14 so requests. If the employee requests a meeting, the immediate supervisor will contact the employee
15 (and Local Unit representative if requested by the employee) within ten (10) working days of receipt
16 of the written grievance, to schedule the meeting. Whenever possible, grievance meetings will be
17 held during the employee's regular working hours. Every effort will be made to schedule this
18 meeting to occur within twenty (20) working days of the receipt of the written grievance by the
19 immediate supervisor. The supervisor may issue a decision based upon the information available at
20 the time if the nurse is unable to attend a meeting in person within a reasonable period of time (60
21 days), except for extraordinary circumstances (e.g., where a nurse has a medically verifiable injury or
22 illness). The supervisor shall notify the employee in writing of his/her decision within ten (10)
23 working days after the meeting or after receipt of the grievance, if there is no meeting requested by
24 the nurse. If a grievance is not pursued to the next level within ten (10) working days following
25 receipt of the written response from the immediate supervisor, it shall be presumed resolved.

26 **Step 2. Division Manager/Jail Health Services (JHS) Section Manager:** If the
27 grievance has not been satisfactorily resolved by the response from the immediate supervisor, the
28 employee and his/her representative shall then present the grievance to the Division Manager/JHS

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

January 1, 2010 through December 31, 2012

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

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

1 within ten (10) working days from the Association's receipt of the Department Director's or
2 designee's written decision, it shall be presumed resolved.

3 **Step 3.1 Grievances of Disciplinary Action:** Grievances over suspension, demotion,
4 or discharge for cause shall be filed at Step 3 within ten (10) working days of the written notification
5 to the employee, or the effective date of the disciplinary action, whichever occurs later. The
6 Department Director or designee shall process disciplinary grievances and Association grievances
7 according to the same procedures for meeting and response, as set forth for Step 1 and Step 2
8 grievances.

9 **Step 4. Labor Relations Director:** If after receiving the written decision of the
10 Department Director or designee and the grievance has not been resolved to the satisfaction of the
11 employee, the grievance may be presented to the King County Labor Relations Director or his/her
12 designee for review. The Labor Relations Director or designee shall contact the Association
13 representative within ten (10) working days to schedule a meeting for the purpose of resolving the
14 grievance. Every effort will be made to schedule this meeting to occur within twenty (20) working
15 days of the receipt of the written grievance by the Labor Relations Director. Whenever possible,
16 grievance meetings will be held during the employee's regular working hours. The Labor Relations
17 Director or designee shall issue a written response within ten (10) working days following the
18 meeting. If the Manager or designee fails to so issue, the Association may proceed to Step 5 of this
19 grievance procedure.

20 **Step 5. Arbitration:** Should the decision of the Labor Relations Director or his/her
21 designee not resolve the grievance to the satisfaction of the Association or the Employer, either the
22 Association or the Employer may request arbitration within thirty (30) days of receipt of the Step
23 decision. The request for arbitration must specify:

- 24 a. Identification of section(s) of Agreement allegedly violated.
- 25 b. Details or nature of the violation.
- 26 c. Position of party who is referring the grievance to arbitration.
- 27 d. Questions which the arbitrator is being asked to decide.
- 28 e. Remedy sought.

1 Should arbitration be chosen, the Association and the Labor Relations Director or his/her
2 designee shall then select a third disinterested party to serve as an arbitrator. In the event that the
3 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
4 seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The
5 arbitrator will be selected from the list by both the County representative and the Association, each
6 alternately striking a name from the list until only one remains. The arbitrator shall be asked to
7 render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

10 a. The arbitrator shall have no power to render a decision that will add to,
11 subtract from, or alter, change, or modify the terms of this Agreement, and the arbitrators' power
12 shall be limited to interpretation or application of the express terms of this Agreement, and all other
13 matters shall be excluded from arbitration.

14 b. No matter may be arbitrated which the Employer by law, has no authority
15 over, has no authority to change, or has been delegated to any civil service commission or personnel
16 board, as defined in the Revised Code of Washington, Chapter 41.56.

17 c. The cost of the arbitrator shall be borne equally by the County and the
18 Association, and each party shall bear the cost of presenting its own case.

19 d. The parties agree to abide by the award made in connection with any
20 arbitrable difference.

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

23 f. Regardless of the outcome of the arbitration, each party shall be responsible
24 for the cost of its own legal representation.

25 **Section 6.3 Time Limits:** Failure by an employee or the Association to comply with any time
26 limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
27 however, any time limits stipulated in the grievance procedure may be extended for stated periods of
28 time by the appropriate parties by mutual agreement in writing. Working days referred to above

1 shall be defined as Monday through Friday excluding observed holidays. If the grievant has not
2 received a response at Step 1 within the time frames listed, the grievant may elevate the grievance to
3 the next step. If the grievant and/or the Association has not received a response at Step 2 or Step 3
4 within the time frames listed, the Association may elevate the grievance to the next step.

5 **Section 6.4 Back Pay Awards:** Arbitration awards shall not be made retroactive beyond the
6 date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen
7 (15) or less days prior to the initial filing of the grievance, unless the circumstances of the grievance
8 were not and could not have been known by the grievant.

9 **Section 6.5 Association Grievances:** A contract grievance in the interest of two or more
10 employees in the bargaining unit shall be reduced to writing by the Association and may be
11 introduced at Step 3 of the contract grievance procedure to the Director of Public Health and be
12 processed within the time limits set forth herein.

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

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

5 **Section 7.2 Wage Rates:**

6 **Section 7.2.1 2010 Wage Increases:** Effective January 1, 2010, pursuant to the Agreement
7 entitled "Members of the King County Coalition of Unions Addressing the 2009 Budget Crisis"
8 (2009 Mandated Leave), all classifications shall receive a two percent (2%) COLA, merit and step
9 wage increases. The rates of pay shall be as set forth in Addendum A.

10 **Section 7.2.2 2011 Wage Increases:** Effective October 1, 2010, the parties will commence
11 bargaining on the issue of wages, including COLA increases, for the second year of this agreement
12 (January 1, 2011 through December 31, 2011).

13 **Section 7.2.3 2012 Wage Increases:** Effective October 1, 2011, the parties will commence
14 bargaining on the issue of wages increases, including COLA increases, for the third year of this
15 Agreement (January 1, 2012 through December 31, 2012).

16 **Section 7.2.4 New Step:** This section is subject to a re-opener in October 2010 for 2011 and
17 in October 2011 for 2012.

18 **Section 7.2.5 Step Increases:** Annually on January 1, non-probationary regular and term-
19 limited temporary employees who are not at the top step will advance to the next higher step on the
20 salary range. After enactment of this Agreement, temporary employees will be given step increases in
21 accordance with the progression rate established in this Agreement on the employee's anniversary
22 date. This section is subject to a re-opener in October 2010 for 2011 and in October 2011 for 2012.

23 **Section 7.2.6 Probation and Step Increases:** Appointment as a career service employee is
24 accomplished only after the employee successfully completes a probationary period of six (6) months.
25 The Department may extend a nurse's probationary period for up to an additional six (6) months,
26 provided that notice of the extension is provided to the employee and the Association prior to the
27 expiration of the first six (6) month period. A probationary employee, regardless of which step he or
28 she is placed on, appointment will advance to the next higher step upon completion of probation.

1 **Section 7.2.7 Probation and step increases for Part-time and temporary employees:** The
2 following provisions apply to part-time and temporary employees who are appointed to regular career
3 service positions: A part-time and temporary employee who has worked for 1,044 hours without a
4 break in service, will be evaluated and may be given credit for up to one-half (1/2) of the required
5 probationary period provided the per diem work is in the same classification, upon the approval of the
6 Department Director or designee. For example, in cases where a six (6) month probationary period is
7 required, a nurse may be given up to three (3) months credit toward the completion of the
8 probationary period. Part-time and temporary nurses who are not provided credit towards completion
9 of the probation period shall be provided a written explanation for the justification therefore.

10 Part-time and temporary nurses who have worked at least 1,044 hours without a break in
11 service, shall be given six (6) months credit towards accrual of bargaining unit seniority.

12 **Section 7.2.8 Longevity Premium:** full-time regular and part-time regular nurses shall
13 receive the following longevity premiums based upon their length of service with the Department.
14 This section is subject to a re-opener in October 2010 for 2011 and in October 2011 for 2012.

15 after 8 years (96 months) of service	2% above the nurse's Step
16 after 10 years (120 months) of service	3% above the nurse's Step
17 after 12 years (144 months) of service	4% above the nurse's Step
18 after 15 years (180 months) of service	5% above the nurse's Step
19 after 17 years (204 months) of service	6% above the nurse's Step
20 after 20 years (240 months) of service	7% above the nurse's Step

21 **Section 7.3 Mileage Reimbursement/Parking:** An employee who is required or authorized
22 by the Department to provide a personal automobile for use in Department business shall be
23 reimbursed for such use at the rate established by the Internal Revenue Service, excluding commutes
24 from home to the assigned worksite.

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

28 Parking expenses incurred by employees while using personal or Department vehicles in the

1 course of their duties shall be reimbursed by the Department. Claims shall be made on a monthly
2 basis on a form prescribed by the Department to include any required proof of payment as defined by
3 the Department.

4 Nurses working the evening and night shift in the jail who desire parking in the jail facility
5 must pay for the cost of parking as set by County ordinance. Parking options otherwise shall be
6 available for all other jail staff in the same manner as provided all other County employees by
7 ordinance of the King County Council.

8 **Section 7.4 Uniforms:** If a uniform and special shoes are, in the future, required as a
9 condition of employment for employees covered by this Agreement, the Department agrees to inform
10 the Association thirty (30) days prior to implementation of said condition of employment and
11 negotiate the conditions thereof.

12 **Section 7.5 Part-time and temporary employees:** If a Part-time or temporary employee (not
13 necessarily the same person) has worked for 1,044 hours in a period of twelve (12) or fewer months,
14 the Association may request a meeting with the Employer to review the feasibility of posting a
15 position at that site to fill the hours which have been filled by a Part-time and temporary employee. If
16 such a need is jointly determined, the Department Director shall make a position request to the
17 Budget Office.

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

22 **Section 7.5.1** Part-time and temporary employees shall be eligible for standby pay, callback
23 pay, shift differentials, weekend premium and jail premium pay.

24 **Section 7.5.2** Part-time and temporary nurses are not entitled to holidays, sick leave,
25 bereavement leave or other paid leaves.

26 **Section 7.5.3** Part-time and temporary employees, other than probationary, provisional and
27 term-limited employees, who exceed the calendar year working hours threshold defined in Article 21
28 shall receive compensation in lieu of leave benefits at the rate of 15% of gross pay for all hours

1 worked, paid retroactive to the first hour of employment and for each hour worked thereafter. The
2 employee will also receive a one-time only payment in an amount equal to the direct cost of three
3 months of insured benefits, as determined by the director, and, in lieu of insured benefits, an amount
4 prorated to an hourly equivalent based on the employee's normal work week for each hour worked
5 thereafter. Such additional compensation shall continue until termination of employment or hire into a
6 full-time regular, part-time regular or term-limited position. Further, employees receiving pay in lieu of
7 insured benefits may elect to receive the medical component of the insured benefit plan, with the cost to
8 be deducted from their gross pay; provided, that an employee who so elects shall remain in the selected
9 plan until termination of employment, hire into a full-time regular, part-time regular, or term-limited
10 position, or service of an appropriate notice of change or cancellation during the employee benefits
11 annual open-enrollment.

12 **Section 7.5.4 Return to Employment:** Nurses who retire or separate in good standing and
13 subsequently return to their previous or new classification on a part-time, temporary, term-limited
14 basis, or career service basis may be hired at any step of the salary range upon the approval of the
15 Department Director and/or designee, based on the nurses' previous relevant nursing experience. A
16 nurse who returns to the classification held at the time of separation shall be paid at no less than the
17 rate he/she received at the time of separation.

18 **Section 7.6 Professional Liability Insurance:** Employees covered by this Agreement are
19 covered by the liability protection as provided in the King County Code for acts committed in good
20 faith and within the scope of their official County duties.

21 **Section 7.7 Licensing/Certification Requirements - Condition of Employment:** All nurses
22 must meet licensing and certification requirements as a condition of hire and continued employment.
23 Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and
24 prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced
25 Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with
26 the Department. Nurses failing to maintain necessary licenses or certifications will be demoted from
27 their current position or terminated from employment. Nurses employed in positions at the detention
28 facilities (KCCF, MRJC, and JDC) must obtain and maintain security clearance.

1 **Section 7.8 License Fees:** The Department shall pay for the cost of the following fees for all
2 full-time regular and part-time regular Nurse Practitioners with ARNP status:

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

5 **Section 7.9 Shift Differentials:** A bargaining unit employee scheduled to work in a 24-hour
6 facility or site which is staffed for 24-hour operation and scheduled to work during the evening shift
7 or night shift, shall receive one of the following shift differentials for all hours worked during such
8 shift.

9 Evening Shift: \$2.50 per hour

10 Night Shift: \$4.00 per hour

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

	MRJC	KCCF	DAJD
Day Shift	0600 - 1400	0620 - 1420	0700 - 1500
Evening Shift	1400 - 2200	1420 - 2220	1500 - 2300
Night Shift	2200 - 0600	2220 - 0620	2300 - 0700

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18 Those employees not working at a 24-hour facility will receive the evening shift differential
19 for all hours worked after the normal business hours of 5:00 p.m. Shift differential pay does not
20 apply to employees on alternate schedules as provided in Article 13.4.

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

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

26 **Section 7.10 Weekend Premium:** A weekend premium shall be paid for all regular hours of
27 work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of
28 work of employees, including part-time and temporary employees, regularly scheduled to work

1 beginning with the night shift on Friday and through evening shift on Sunday.

2 **Section 7.11 *Hiring Above Step 1:*** Full-time regular, part-time regular, temporary and term-
3 limited temporary nurses may be hired at any step of the salary range upon the approval of the
4 Department Director and/or designee, based upon the nurses' previous relevant nursing experience.

5 **Section 7.11.1 *Notice of Step Placement:*** On the nurse's date of hire, each nurse shall be
6 provided a written statement from the hiring supervisor clearly indicating: 1) the step and wage rate
7 that is being proposed for the nurse; 2) that the proposed step/wage rate is contingent upon receipt of
8 final approval from the Department Director; 3) the potential wage rates that may be approved
9 depending upon the step ultimately granted; and 4) that, if the nurse begins working prior to the final
10 setting of his/her step/wage rate, the nurse will be paid at the base rate unless and until a higher
11 step/wage rate is approved at which time the difference in the nurse's pay shall be retroactively paid
12 to the nurse's date of hire.

13 **Section 7.12 *Assignment Rates:*** Bargaining unit positions in Jail Health Services will
14 receive a 15% pay differential as reflected in Addendum A of this Agreement. All part-time and full-
15 time regular and part-time and temporary and term-limited temporary nurses working in non-jail
16 positions who are temporarily assigned to perform the duties of a Jail Health Services position will be
17 paid fifteen (15) percent per hour above the nurse's base rate of pay. The applicable general
18 assignment and JHS assignment rates for each job classification are as listed in Addendum A.

19 The JHS rate is a "base" or "regular" rate of pay and is included in the computation for
20 overtime and is payable for paid leave and holiday pay.

21 **Section 7.13 *Preceptor Assignments:*** Nurses assigned as preceptors shall be paid one dollar
22 (\$1.00) per hour more than their normal hourly rate and in accordance with Article 15.5. This
23 premium pay shall only be due for hours actually worked and not for paid leave benefits. The
24 Department shall reduce to writing the length of each preceptor assignment.

25 **Section 7.14 *Salary Step Placement for Transfer:*** Employees who transfer within the same
26 job classification from a JHS to a general assignment or vice versa shall remain at the same salary
27 step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the JHS
28 schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

1 **Section 7.15 Salary Step Placement for Promotion:** An employee who attains a higher level
2 title through a promotional, competitive process shall be placed at the pay step in the higher salary
3 range resulting in an increase that constitutes an approximately five percent increase above the former
4 rate of pay, provided that such placement shall never exceed the maximum step established for the
5 higher paying title. All hours worked in a higher classification, as provided in Article 14.1, will be
6 paid as for a promotion.

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

12 **Section 7.16 Charge Nurse Pay:** A nurse assigned the duties of Charge Nurse has assigned,
13 limited supervisory and leadership responsibilities in addition to providing direct patient care
14 services. Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium
15 over the nurse's base rate of pay. Examples of Charge Nurse duties include day-to-day problem
16 solving and reporting, assignment and distribution of work or maintenance of a balanced workload
17 among employees. A Charge Nurse shall not have authority to hire, fire, or discipline, nor effectively
18 recommend any of these actions. There will be a good faith effort to balance the Charge Nurse's
19 additional responsibilities with the nurse's direct patient care assignments. Charge Nurse
20 designations may be revoked at any time with an explanation to the affected nurse.

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

26 **Section 7.17 Report Pay:** Any nurse who reports for his/her scheduled shift and is sent home
27 without completing his/her shift shall be paid a minimum of four (4) hours report pay.

28 **Section 7.18 Bilingual Premium Pay:** Employees may be assigned in writing to provide

1 bilingual, interpreter and/or translation services to the Department and shall receive a premium of
2 fifty dollars (\$50) per month. The assignment will be renewed annually and may be terminated at
3 anytime. It is understood by the parties that the work performed by the bilingual speaker provided for
4 under this section shall not supplant the work of the Medical Interpreter/Translator. If the bilingual
5 premium pay for other employees working in Public Health is increased, then such increase will be
6 extended to employees covered by this Agreement at the same time.

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1 **ARTICLE 8: VACATIONS**

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

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

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

9

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

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

1 Agreement by County Council.

2 **Section 8.4 Accumulation and Use of Vacation:** Eligible employees shall accumulate
3 vacation from the date of entering Department service and may use accumulated vacation with pay
4 after six (6) months on regular pay status with Department approval.

5 **Section 8.5 Maximum Accrual:** Employees eligible for vacation leave may accrue up to four
6 hundred and eighty (480) hours vacation leave, prorated to reflect their normal scheduled work day.
7 Such employees shall use vacation leave beyond the maximum accrual amount prior to December 31
8 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in
9 forfeiture of vacation leave beyond the maximum amount with the following exceptions: The
10 appointing authority has approved a carryover of such vacation leave because of cyclical workloads;
11 inability to use accrued vacation leave due to work assignments; when the Department cancels an
12 employee's previously scheduled vacation which has been approved by the Health Director; or for
13 other reasons as may be in the best interest of the County. All employees who are bargaining unit
14 members as of January 1, 2007 will be exempt from the prorating portion of this Section (sentence
15 one of this section).

16 **Section 8.6 Cashout Limit Upon Retirement:** Employees who are eligible for participation
17 in the Public Employees' Retirement System Plan I shall not be compensated for more than two
18 hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours accrued in
19 excess of two hundred forty (240) hours may be used prior to the employee's date of retirement or
20 such hours will be lost.

21 **Section 8.7 Minimum Vacation to be Used:** The minimum vacation allowance to be used by
22 an employee shall be one-half hour at the discretion of the employee's supervisor.

23 **Section 8.8 Vacation Upon Termination:** An employee who terminates employment for any
24 reason after more than six (6) months service shall be paid in a lump sum for any unused accrued
25 vacation. An employee's prior hours of service on Regular Pay Status will be reinstated if the
26 employee returns to work within a two year period if s/he resigned in good standing. Upon the death
27 of an employee in active service, such payment will be made to the estate of the deceased employee.

28 **Section 8.9 Vacation in Conjunction With Leave of Absence:** When an employee has

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

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

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

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

1 **ARTICLE 9: HOLIDAYS**

2 **Section 9.1 *Holidays Observed:*** The following days or days in lieu thereof shall be
3 recognized as legal holidays without salary deduction:

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5 New Year's Day	January 1st
6 Martin Luther King JR's, Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Day immediately following Thanksgiving Day
14 Christmas Day	December 25th
15 2 Personal Holidays	

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

19 **Section 9.1.1 *JHS Staff:*** Jail Health Services staff, other than those scheduled to work
20 Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at
21 ten-twenty in the evening (10:20 p.m.) on the day preceding the calendar holiday and ending at ten-
22 twenty in the evening (10:20 p.m.) on the day of the holiday. A regular employee shall receive
23 holiday pay pursuant to Section 9.3 below if four (4) or more hours of the shift fall within the above
24 time periods. In addition when a holiday falls on an employee's regularly scheduled day off, the
25 employee may choose to have the eight (8) straight time hours deposited in the employee's vacation
26 bank. When a holiday falls on an employee's regularly scheduled work day, the employee may
27 choose to work the holiday at straight time and have the eight (8) straight time hours deposited in the
28 employee's vacation bank. If neither of the above options is chosen by the employee, Section 9.3 of
the Agreement applies.

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

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

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

27 Compensation in the form of compensatory time must be agreeable to both the affected
28 employee and the Department Director or his/her designee.

1 **Section 9.4 *Personal Holidays:*** Regular employees, provisional employees, probationary
2 employees, and term limited temporary are granted two personal holidays each year. The hours
3 granted to less than full-time employees will be prorated to in accordance with Article 9.5. One day
4 is credited to the employee's vacation leave balance on the first of October; the second holiday is
5 credited on the first of November. Personal Holidays shall be administered through the vacation plan
6 and can be used in the same manner as any earned vacation day.

7 **Section 9.5 *Regular Part-time Employees:*** Holiday time for regular part-time nurses will be
8 provided on a pro-rated basis. The straight time hours compensated in the pay period preceding the
9 pay period of the holiday shall be compared to the compensated hours in the period for a full-time
10 position. The resulting factor shall be multiplied by eight (8) hours to determine the amount of
11 holiday time off due to the part-time employee.

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

2 **Section 10.1 *Accrual Rate and Usage:*** A uniform plan for sick leave with pay shall be
3 granted to eligible Department employees as provided by King County Code 3.12.220, and
4 administered according to Department policies and procedures. Sick leave credit shall accumulate at
5 the rate of .04616 hours for each hour on regular pay status as shown on the payroll, but not more
6 than forty (40) hours per week. There shall be no limit to the amount of sick leave an employee may
7 accrue. New employees will accrue sick leave on an hourly basis to begin the first of the month
8 following the date of employment. Sick leave credit may be used for bona fide cases of:

- 9 a. Illness or injury which has incapacitated the employee from performing regular
10 duties.
- 11 b. Disability due to pregnancy and/or childbirth.
- 12 c. Medical or dental appointments.
- 13 d. Care for the employee's child under the age of eighteen who has a health condition
14 that requires medical treatment or supervision. Consistent with Chapter 49.12.270-295 RCW, and
15 implementing rules, employees shall be entitled to use accrued sick leave, vacation, or personal
16 holidays - at the employee's discretion - to care for a child with a health condition that requires
17 treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a
18 serious health condition or an emergency condition.
- 19 e. Eligible employees may use accrued sick leave and other paid leave as provided by
20 King County Code 3.12.220 and Chapter 49.12.270-295 RCW.

21 **Section 10.2 *Disciplinary Action for Abuse of Sick Leave:*** Abuse of sick leave shall be
22 grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated.

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

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

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

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

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

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

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

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

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

24 **Section 10.6 *Family and Medical Leave:*** Up to eighteen weeks of unpaid leave will be
25 granted in a rolling twelve (12) month period (a rolling twelve (12) month period as measured
26 backwards from the date an employee starts Family and Medical Leave). Family and Medical Leave
27 benefits shall be as provided in the King County Family and Medical Leave Ordinance (KCC
28 3.12.220 and Personnel Guidelines 14.4.5) and administered in accordance with the King County

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1 Personnel Guidelines. The County agrees to maintain existing Family and Medical Leave benefits
2 during the term of this Agreement.

3 The employing Department will maintain its contribution for health benefits for the employee
4 during the period of family and medical leave.

5 **Section 10.6.1 FMLA Leave To Care For An Active Duty Service Member:** Pursuant to
6 federal law, nurses are entitled to up to twelve (12) weeks of leave during any 12-month period
7 because of any qualifying exigency as defined by the Department of Labor arising out of the fact that
8 the spouse, son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a
9 contingency operation.

10 **Section 10.6.2 FMLA Leave To Care For An Injured Service Member:** Pursuant to federal
11 law, nurses are entitled to twenty-six (26) weeks of leave in a 12-month period to care for a spouse,
12 son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the
13 injury or illness is incurred by an active duty member of the military while in the line of duty. A
14 covered service member is a member of the Armed Forces, including a member of the National Guard
15 or Reserves who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient
16 status, or is otherwise on the temporary disability retired list for a serious injury or illness.

17 **Section 10.6.3 Sick Leave Donation:** Employees covered by this Agreement are eligible for
18 the sick leave donation program provided in KCC 3.12.223 and the King County Personnel
19 Guidelines.

20 **Section 10.7 Military Leave:** Pursuant to RCW 38.40.060 Military leaves for public
21 employees, every officer and employee of the state or of any county, city, or other political
22 subdivision thereof who is a member of the Washington national guard or of the army, navy, air force,
23 coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces
24 of the United States shall be entitled to and shall be granted military leave of absence from such
25 employment for a period not exceeding twenty-one (21) days during each year beginning October 1st
26 and ending the following September 30th. Such leave shall be granted in order that the person may
27 report for active duty, when called, or take part in active training duty in such manner and at such
28 time as he or she may be ordered to active duty or active training duty. Such military leave of

1 absence shall be in addition to any vacation or sick leave to which the officer or employee might
2 otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During
3 the period of military leave, the officer or employee shall receive from the state, or the county, city, or
4 other political subdivision, his or her normal pay.

5 **Section 10.8 *Military Spouse Leave:*** Pursuant to state law, up to fifteen (15) business days
6 of leave will be granted to a nurse whose spouse is on leave from deployment or before and up to
7 deployment during a period of military conflict. Any combination of leave without pay,
8 compensatory time, vacation leave, sick leave and/or personal holiday may be used, at the nurse's
9 discretion. Nurses must provide the employer with five (5) business days notice that the nurse's
10 spouse will be on leave or of an impending call to active duty.

11 **Section 10.9 *Jury Duty:*** An employee working on other than a part time or temporary basis
12 shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury
13 duty during the employee's normal work schedule, except for transportation allowance, shall be
14 deducted from the gross pay due the employee for such period; provided that an employee excused by
15 the court on any day of such duty falling within his normal work schedule shall notify his supervisor
16 and if so directed report for work for the balance of his normal shift. An employee who is scheduled
17 off work during a period when called to serve jury duty will not suffer a loss of income as a result of
18 serving jury duty. An employee who is scheduled to work either evening or night shifts while on jury
19 duty shall not be required to report to work on any day when jury duty, including travel time, requires
20 three or more hours of attendance. An employee who does not work his or her scheduled evening or
21 night shift due to jury duty shall not suffer a loss of income as a result of serving on jury duty. An
22 employee shall be relieved of regular duties a minimum of sixteen (16) hours prior to reporting to
23 serve jury duty. Similarly, there must be a minimum of sixteen (16) hours between the time the
24 employee is dismissed from jury duty and the time the employee must report for regular duties.

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

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

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

2 **Section 12.1 Continuation of the Plan:** Medical/Dental and Life Insurance benefits shall be
3 as negotiated through the County Joint Labor Management Insurance Committee which negotiates
4 with collective bargaining representatives of County employees as a group.

5 **Section 12.2 Benefit Eligibility:** Full-time regular, part-time regular, provisional, probationary
6 and term-limited temporary employees shall be eligible for receipt of all benefits under the County's
7 medical, dental, vision and life insurance programs as determined by the County Joint Labor
8 Management Insurance Committee.

9 **Section 12.3 Plan Changes:** In the event the County Joint Labor Management Insurance
10 Committee negotiates a change in medical, dental, vision or life insurance plans which result in a
11 decrease in benefits or increase in costs for nurses, the County will meet to discuss the impact of the
12 changes.

13 **Section 12.4 Industrial Insurance:** Employees covered by this Agreement shall be covered
14 by the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.

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

2 **Section 13.1 *Work Day:*** Eight (8) hours shall constitute a normal day's work and five (5)
3 consecutive days a normal week's work.

4 **Section 13.2 *Work Week:*** The basic work week shall begin at 12:00 a.m. Sunday and end at
5 11:59 p.m. Saturday. Any shift which begins before 12:00 a.m. Sunday will be considered entirely
6 within the work week in which the shift begins. Other seven day work week beginning and ending
7 times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule).
8 Copies of schedules and alternative work week designations shall be provided to the Department
9 Administrative Services Manager who shall forward copies to the Association and to Labor Relations
10 of the Human Resources Division, Department of Executive Services.

11 **Section 13.2.1 "*Flexing a schedule*"** means that on a day-to-day basis the employee may
12 request or agree to a revision in the schedule of work hours, working more hours than scheduled on
13 one day and less on another day during the same work week. Upon mutual agreement between the
14 employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours
15 worked in excess of forty (40) in a work week.

16 **Section 13.3 *Overtime:*** Except as provided in Section 13.2 above, for regular full-time and
17 regular part-time employees, all work performed over forty (40) hours in any one (1) work week or
18 over eight (8) hours in one (1) work day or over ten (10) hours per day depending on the employee's
19 regular schedule, shall be considered as overtime and shall be paid for at the overtime rate of one and
20 one-half (1-1/2) times the regular rate of pay provided that overtime work is authorized by the
21 employee's supervisor. For part time and temporary employees, overtime pay shall be due for all
22 hours worked over forty (40) in any one seven (7) day work week. The Department will make a good
23 faith effort to minimize the use of overtime.

24 **Section 13.3.1 *Compensatory Time:*** Overtime may be compensated by compensatory time
25 off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee
26 requests compensatory time accrual in advance and the supervisor approves. Employees may not
27 have a balance of more than forty (40) hours of compensatory time. All compensatory time not used
28 by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work

1 demands of the position, the employee may request and the Division Manager may approve the
2 carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory time
3 accrual will be approved for the last pay period of a calendar year (December 16 through December
4 31). Use of compensatory time off must be approved in advance as for vacation leave.

5 **Section 13.4 *Alternate Work Schedules:*** An alternative work schedule is defined as any
6 schedule of hours of work other than the traditional five eight-hour days within a seven-day work
7 week. Examples of alternative work schedules include but are not limited to:

8 4 - 10 hour work days

9 A 9/8-off alternating work week schedule (the record keeping time-sheet for this schedule
10 must be the one which meets the FLSA standards dividing between two work weeks mid shift on the
11 fifth day of work which is either 8 hours or a day off.)

12 **Section 13.4.1** Alternative work schedules will be assigned as follows, provided the nurse
13 possesses the necessary skills, knowledge and experience to perform the function of the particular
14 position with that particular schedule:

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

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

18 **Section 13.4.2** Employees, individually or in groups, may request an alternative work
19 schedule. The request will be reviewed to see if it meets the business needs of the site. If the request
20 is denied, the basis for the denial (an explanation of how/why the schedule does not meet the business
21 needs of the site) will be provided in writing to the employee. Additionally, the employee is entitled
22 to have the decision on the request reviewed at one step on the organization chart above the
23 supervisor, provided a request for such review is made in writing within ten (10) business days of
24 receipt of the initial decision.

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

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

1 week.

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

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

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

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

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

10 **Section 13.4.4 MRJC Memorandum of Agreement Regarding 10-, 11-, and 12-hour Shifts:**

11 The parties agree that the terms of the Memorandum of Agreement regarding 10 and 12-hour shifts
12 for nurses working at the Maleng Regional Justice Center, attached hereto as Exhibit A, shall be
13 incorporated as part of this Agreement and have the same duration.

14 **Section 13.5 Standby/Callback/Clinical Call:** Whenever an employee covered by this
15 Agreement is placed on standby duty by the Department, the employee shall be available at a pre-
16 designated location to respond to emergency calls and, when necessary, return immediately to work.
17 The Department will first seek volunteers for nurses to be on standby. If not enough volunteers are
18 available, the Department will utilize a system providing appropriate consideration for seniority to be
19 developed by a staffing committee for each site regularly utilizing standby to fill gaps in the standby
20 schedule. Employees who are placed on standby duty by the Department shall be paid at the rate of
21 ten percent (10%) of the straight time hourly rate of pay listed in Addendum A for all hours assigned.
22 The Department reserves the right to determine the standby assignments.

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

26 Phone calls received by nurses on standby which do not result in the need to return to work
27 shall be logged and paid for at time and one-half (1-1/2) for actual hours worked six (6) minute
28 minimum, rounded to the nearest six (6) minute increment. It is understood that phone calls while

1 on standby do not constitute a callback.

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

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

9 **Section 13.6 Schedule Changes:**

10 **Section 13.6.1 Non-Jail Schedules:** The Department recognizes the need to give employees
11 timely notice of schedules and schedule changes. To that end, the Department shall make reasonable
12 efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.
13 Prior to changing an employee's regularly scheduled day off, the supervisor shall first contact the
14 employee to discuss said change.

15 Once the final schedule has been posted, any change by the Department to the employee's
16 schedule with less than twenty-four (24) hours notice, shall be by mutual consent. Both parties
17 acknowledge that a change of duties or an overtime assignment does not constitute a schedule change.
18 If the Employer deems it necessary to establish work schedules other than a Monday through Friday
19 schedule, or other than forty (40) hours per week in the non-jail facilities, the Employer shall notify
20 the Association and bargain any impact such a change may have on the unit's wages, hours and
21 working conditions.

22 **Section 13.6.2 Jail Schedules:** The Department recognizes the need to give employees
23 timely notice of schedules and schedule changes. To that end, the Department shall post the final
24 schedule at least ten (10) days before the schedule takes effect. Major schedule changes affecting the
25 majority of nurses in Jail Health Services will be negotiated with the Association prior to
26 implementation. The employer will limit required shift changes to two per month with at least fifteen
27 (15) hours off between changes. A shift change shall be defined as a change of working hours in
28 which a majority of working time occurs in a different shift.

1 Prior to changing an employee's regular scheduled pattern, the supervisor shall first contact
2 the employee to discuss said change. The Department reserves the right to make temporary changes
3 to the schedule to ensure the staffing of the facility in cases of emergency (i.e., immediate vacancies,
4 medical leave coverage, unanticipated absence of a scheduled nurse). Prior to changing the schedule,
5 the employer will seek volunteers and utilize available temporary staff. Once the final schedule has
6 been posted, any change by the Department to the employee's schedule, shall be by mutual consent.
7 Both parties acknowledge that a change of duties or an overtime assignment does not constitute a
8 schedule change.

9 In the event of wide-scale changes in scheduling patterns at the jail, available patterns will be
10 posted for bidding at the Jail Health Services (JHS) site for at least fourteen (14) calendar days.
11 Nurses at the JHS site shall have the opportunity to bid, based on seniority in the site and FTE level,
12 for the shift and days off/on pattern. When individual scheduling patterns become available, the
13 pattern will be posted for at least fourteen (14) days. When patterns become available, irrespective of
14 whether it is wide-scale or a single pattern, schedules may be temporarily filled pending the outcome
15 of the bidding process. Implementation date of the newly assigned pattern will be by mutual consent
16 of impacted employee and supervisor.

17 For purposes of pattern bidding, employees transferred to a new jail site will be entitled to use
18 only one-half (1/2) of their seniority credit for the first eighteen (18) months at the new site. After
19 eighteen (18) months, such employees will be entitled to use their full seniority credit for such pattern
20 bidding.

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

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

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

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

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

2 **Section 14.1 *Payment for Work in a Higher Classification:*** Whenever an employee is
3 assigned by proper authority to perform all the duties and accept all of the responsibility of an
4 employee at a higher paid classification, he/she shall be paid at the rate established for such
5 classification while performing such duties and accepting such responsibility. Proper authority shall
6 be a supervisory employee in the line of organization outside of the bargaining unit, and if his
7 position is to be filled, proper authority shall be his/her supervisor. An employee properly assigned
8 work in a higher level classification shall be paid at the first step in the higher salary range of the
9 higher level job classification or at the salary step in the higher classification that most closely
10 approximates a five percent increase over the employee's current rate of pay, whichever is greater.
11 Payment for work in a higher classification may not exceed the top step of the new range.

12 **Section 14.2 *Temporary Work in a Lower Classification:*** If an employee is assigned to
13 work temporarily in a lower level job classification, the employee shall be paid at his/her regular rate
14 of pay.

15 **Section 14.3 *Regular Work in a Lower Classification:*** If an employee works in a lower
16 level job classification on a regular basis, at his or her request or in lieu of a layoff, the employee will
17 be paid at his/her same step in the salary range of the lower job class or if necessary, be frozen at their
18 old base rate for a maximum of three (3) months. During this period of pay freezing, employees shall
19 not be eligible for cost of living increases, longevity pay and/or any other wage adjustments.
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1 **ARTICLE 15: CONFERENCE COMMITTEES**

2 **Section 15.1 *Local Conference Committees:*** The Department jointly with the elected
3 representative of the employees covered by Addendum A of this Agreement shall establish a Local
4 Conference Committee at each work site to assist with mutual problems regarding nursing personnel
5 and client care, and for the purpose of discussing and facilitating the resolution of all problems which
6 may arise between the parties other than those for which another procedure is provided by law or by
7 other provisions of this Agreement. The function of the committee shall be limited to an advisory
8 rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as
9 mutually agreed and operate according to mutually agreed ground rules. The Committee shall consist
10 of three representatives of administration and three representatives of the employees (one of whom
11 may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as
12 needed depending on the issues to be discussed. A local conference committee may refer subjects to
13 the Executive Conference Committee.

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

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

22 **Section 15.3 *Nursing Practice Committee:*** The parties agree to establish and maintain a
23 Nursing Practice Committee. The Committee shall consist of three Association members and three
24 representatives of the Department. The Association shall designate the Committee chair. The
25 purpose of the Committee shall be to develop recommendations to the Executive Conference
26 Committee and the Department on issues of nursing practice and client care. The Committee shall
27 meet during the month prior to the scheduled Executive Conference Committee meeting. The
28 Nursing Practice Committee Report shall be a standing agenda item for the Executive Conference

1 Committee.

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

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

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

9 **Section 15.5.1** A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health
10 Nurse, Advanced Practice Nurse Specialist, Nurse Recruiter or Advanced Registered Nurse
11 Practitioner with at least one year of continuous relevant experience who is assigned specific
12 responsibility for planning organizing, teaching, and evaluating the new skill development of a
13 student intern or nurse employed by the Department who is participating in a specific Preceptor
14 Program. Inherent in the Preceptor role is the responsibility for specific, criteria-based competencies,
15 and goal directed education for a defined time period. A Charge Nurse is eligible for preceptor pay.

16 **Section 15.5.2** It is understood that nurses in the ordinary course of their responsibilities will
17 be expected to participate in the general orientation process of new nurses without receiving
18 Preceptor pay. This includes providing information, support and guidance to new nurses in the
19 Department.

1 **ARTICLE 16: STAFF DEVELOPMENT**

2 **Section 16.1 *Staff Development:***

3 Staff development issues shall be a proper subject for discussion in the Nursing Practice
4 Committee. Upon request by the Association the parties shall discuss:

5 a. The orientation program for newly hired nurses which shall include a site-specific
6 orientation as well as the general orientation for the Department. Local Conference Committees shall
7 discuss the formulation of site specific orientations.

8 b. The orientation program for nurses transferring to a position requiring significantly
9 different duties and/or skills.

10 c. In service meetings, including development of programs; status of programs offered
11 and level of participation.

12 **Section 16.2 *Continuing Education Time and Professional Meetings:*** The Department and
13 the Association agree continuous upgrading of employees skills and knowledge is beneficial to
14 providing quality health care services to the public. Therefore employees covered by this Agreement
15 are encouraged to take advantage of opportunities available for continuing education. To this end, it
16 shall be a policy of the Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours)
17 and ARNPs, Nurse Recruiters, and APNS employees five (5) days (40 hours) of paid leave annually
18 for purposes of attending professional meetings, seminars and classes to earn continuing education
19 outside of the Department. For purposes of this section, professional meetings shall be defined as:
20 Short term conferences for professional growth and development of the individual nurses related to
21 nursing, and/or meetings and committee activities of the professional association at the national, state
22 or district level which are designed to develop and promote the programs of the professional
23 association in improving the quality and availability of nursing service and health care or training as
24 defined by American Medical Association standards and/or American Nursing Association standards.
25 Conferences or portions of conferences relating solely to union business are not considered
26 professional meetings.

27 Other paid leave for this purpose and in-house educational programs shall be at the discretion
28 of the Department Head. Employees who are approved to attend a continuing education seminar or

1 class pursuant to the above referenced policy on a day off shall be compensated at their regular rates,
2 including applicable premiums, for all time spent, and shall be entitled to an additional unpaid day off
3 within thirty (30) days of the continuing education seminar or class. All such leave shall first be
4 scheduled and approved by the employee's supervisor. For this purpose, part-time employees shall be
5 due a prorated amount. The proration shall be determined based on the hours worked in the
6 preceding calendar year divided by the hours scheduled for a full-time position during the same time
7 period.

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

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

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

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

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

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

19 **e. Employment Sector** means the locality of the assigned work site of the employee
20 subject to layoff:

21 **Jail Health Services (JHS) Sector; Sites include:**

22 King County Correctional Facility

23 Regional Justice Center Jail

24 **North Sector; Includes sites north of I-90, plus Columbia. Major sites in North Sector include:**

25 North

26 Northshore

27 Eastgate

28 Downtown Seattle

- 1 First Hill
- 2 Harborview Medical Center
- 3 Columbia
- 4 **South Sector;** Includes sites south of I-90. Major sites in South Sector include:
- 5 Renton
- 6 Kent
- 7 Federal Way
- 8 Auburn
- 9 Roxbury
- 10 White Center

11 **f. Vacant position** means a position that the Department intends to fill.

12 **Section 17.2** When the Department determines there is a need to reduce, or increase the
13 working hours of existing positions, the Department shall identify by job class and work site which
14 positions(s) are to be eliminated or increased.

15 **Section 17.3** An incumbent employee in a position impacted by a change in FTE, either a
16 decrease or an increase, shall be notified at least thirty calendar days prior to the effective date. The
17 notice will include information about the options provided in this Section. A copy of the notice will
18 be provided to the Association. The employee shall be allowed fourteen calendar days to elect one of
19 the following options:

20 a. The employee may choose to be placed in a vacant position within the bargaining
21 unit for which the employee is qualified. In the case of an involuntary increase or decrease in hours,
22 an affected employee shall be given first right of refusal over the increased or decreased hours before
23 such position is posted. The Department must offer a vacant bargaining unit position to a qualified
24 employee subject to layoff, if the position is the same classification as the position from which the
25 employee is laid off, and if the Department intends to fill the position. The Department will inform
26 the employee of all, available vacant positions that the Department intends to fill.

27 b. The employee may voluntarily move to a vacant bargaining unit position in another
28 job class, provided the employee is qualified and the Department intends to fill the position.

1 c. The employee may displace (bump) the least senior employee in the same job class
2 within the same Employment Sector, provided the employee is qualified for the position and has more
3 seniority than the incumbent employee. A Nurse Practitioner without prescriptive authority shall not
4 bump a Nurse Practitioner with prescriptive authority. A nurse who is based in and works in the
5 North and South sectors has the right to bump the least senior nurse and may be bumped by a more
6 senior nurse from either the North or South sector. A float pool nurse has the right to bump the least
7 senior nurse in the North or South Sector and may be bumped by a nurse from either the North or
8 South sector in accordance with the terms of this Agreement.

9 d. An employee may bump the least senior employee in a bargaining unit
10 classification within the same Employment Sector with a lower salary range, provided the employee
11 is qualified for the lower-paid position and has more seniority than the incumbent employee, if there
12 is no other employee with less seniority in the job class of the employee to be laid off. A nurse who
13 is based in and works in North and South sectors has the right to bump the least senior nurse and may
14 be bumped by a more senior nurse from either the North or South sector. A float pool nurse has the
15 right to bump the least senior nurse in the North or South Sector and may be bumped by a nurse from
16 either the North or South sector in accordance with the terms of this Agreement.

17 e. An employee may choose to be laid off rather than exercise the options above.

18 **Section 17.3.1 Nurses Who Have Work Assignments in Two Different Sectors.** A nurse
19 who has work assignments in two different sectors shall have all rights guaranteed by Article 17.

20 **Section 17.4** When the Department determines to eliminate, reduce, or increase the hours of
21 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty
22 calendar days prior to the effective date. The notice will include information about the options
23 provided in Section 3 of this Article. A copy of the notice will be provided to the Association. A
24 seniority list shall be compiled by the Employer and distributed to the nurse who is subject to layoff.
25 The seniority list shall contain the names, FTE, work hours and work days of the least senior nurses
26 from the sectors in which the affected nurse is assigned to work. The employees shall be allowed
27 fourteen calendar days to select their options under Section 3 above using the following procedure:

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

1 b. Option choices will be allocated in order of seniority, the most senior employee
2 having priority; provided, however, bumping choices will be allocated according to c. below, and
3 vacant positions will be allocated according to e. below:

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

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

16 e. If two or more employees select the same vacant position, the position will be
17 offered to the employee within the same Employment Sector; however, if the employees both work
18 within the same Employment Sector, the position will be offered to the most senior employee. An
19 employee may choose to be laid off rather than exercising the options above.

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

22 **Section 17.6** The Chief of Nursing Services shall determine which positions an employee
23 subject to layoff is qualified to select as an option, according to the definition in Section 1.d. of this
24 Article. This decision shall be final. The determination whether an employee is qualified will
25 assume an appropriate orientation to the new position.

26 **Section 17.7** Employees who transfer or bump into a position due to a layoff shall not serve a
27 probation period; however, if an employee from another Sector transfers into a position in the JHS
28 Sector, the employee will serve a six-month trial service period. In the event the employee does not

1 successfully complete trial service, the employee will be afforded the layoff options provided under
2 Sections 3.a., 3.b. and 3.e. of this Article.

3 **Section 17.8** Employees who are laid off or placed in a position with reduced hours as a
4 result of the layoff procedures in this Article shall be placed on a recall list for a period of two years
5 from the date of layoff or reduction of hours. Employees shall be recalled to openings in the
6 classification from which laid off in seniority order, the most senior to be recalled first. Refusal of a
7 job offer that is the same FTE, same shift, classification and site may be grounds for removal from the
8 recall list, except that an employee may refuse a position that is less than full-time if the employee
9 had a full-time position at the time of layoff or reduction. The Department will offer positions to
10 qualified and available employees on the recall list before making any offers to persons outside the
11 Department.

12 **Section 17.9** The Department and/or Human Resources Division of the Department of
13 Executive Services may offer additional layoff options including but not limited to, placement in
14 other King County positions as provided in the Workforce Management Plan or other County
15 policies.

16 **Section 17.10** Any career service employee covered by this Agreement who separates from a
17 career service bargaining unit position in good standing, and returns to a career service bargaining
18 unit position within two years of separation, will be credited with previously accrued bargaining unit
19 seniority.

20 **Section 17.11** Pursuant to the provisions of R.C.W. Title 50, King County is a participating
21 employer in the regular state unemployment compensation program.

1 **ARTICLE 18: SAVINGS CLAUSE**

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

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1 **ARTICLE 19: WAIVER CLAUSE**

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

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1 **ARTICLE 20: SAFETY STANDARDS**

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

4 **Section 20.2 *WISHA Standards:*** All work shall be performed in a competent manner in
5 accordance with the Washington Industrial Safety and Health Act (WISHA).

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

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

13 **Section 20.5 *Employees Must Comply with Safety Rules:*** It shall be the duty of every
14 employee covered by this Agreement to comply with established safety rules, promote safety and to
15 assist in the prevention of accidents.

16 **Section 20.6 *Employee Participation in Safety Program:*** All employees covered by this
17 Agreement are expected to participate and cooperate in the Employer's Safety Program. At the
18 annual OSHA/WISHA training and once per year in the Health Beat the employer shall present an
19 explanation of its Safety Program to employees.

20 **Section 20.7 *Internal Resolution of Safety Concerns:*** Employees shall present unresolved
21 safety issues to the Employer's Safety Committee prior to presenting same to an outside agency
22 empowered with upholding the state WISHA law.

1 **ARTICLE 21: DEFINITIONS**

2 **Section 21.1 “Career service employee”** means a county employee appointed to a career
3 service position as a result of the selection procedure provided for in King County Code, Chapter 3,
4 as amended, and who has completed the probationary period.

5 **Section 21.2 “Career service position”** means all positions in the county service except for those
6 which are designated by Section 550 of the charter as follows: All elected officers; the county auditor, the
7 clerk and all other employees of the county council; the county administrative officer; the chief officer of
8 each executive department and administrative office; the members of all boards and commissions;
9 administrative assistants for the executive and one administrative assistant each for the county
10 administrative officer, the county auditor, the county assessor, the chief officer of each executive
11 department and administrative office and for each board and commission; a chief deputy for the county
12 assessor; one confidential secretary each for the executive, the chief officer of each executive department
13 and administrative office, and for each administrative assistant specified herein; all employees of those
14 officers who are exempted from the provisions of this chapter by the state constitution; persons employed
15 in a professional or scientific capacity to conduct a special inquiry, investigation or examination; part-time
16 and temporary employees; administrative interns; election precinct officials; all persons serving the county
17 without compensation; physicians; surgeons; dentists; medical interns; and student nurses and inmates
18 employed by county hospitals, tuberculosis sanitariums and Departments of the county.

19 Divisions in executive departments and administrative offices as determined by the county
20 council shall be considered to be executive departments for the purpose of determining the
21 applicability of Section 550 of the charter.

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

25 **Section 21.3 “Demotion”** Demotion means the reassignment of an employee to a job in a
26 different position classification having a lower salary schedule.

27 **Section 21.4 “Employee”** means any person who is employed in a career service position or
28 exempt position.

1 **Section 21.5 “Employed at least half time or more”** means employed in a regular position
2 which has an established work schedule of not less than one-half the number of hours of the full-time
3 positions in the work unit in which the employee is assigned or when viewed on a calendar year basis,
4 910 hours or more in a work unit in which a work week of more than thirty-five but less than forty
5 hours is standard or 1040 hours or more in a work unit in which a forty hour work week is standard.
6 If the standard work week hours within a work unit varies (for instance, employees working both
7 thirty five and forty hours), the director, in consultation with the department, will be responsible for
8 determining what hour threshold will apply

9 **Section 21.6 “Full-time regular employee”** means an employee employed in a full-time
10 position and, for full-time career service positions, is not serving a probationary period.

11 **Section 21.7 “Full-time regular position”** means a regular position which has an established
12 work schedule of not less than thirty-five hours per week in those work units in which a thirty-five
13 hour week is standard, or of not less than forty hours per week in those work units in which a forty-
14 hour week is standard.

15 **Section 21.8 “Part-time employee”** means an employee employed in a part-time position.
16 Under Section 550 of the charter, part-time employees are not members of the career service.

17 **Section 21.9 “Part-time position”** means an other than a regular position in which the part-time
18 employee is employed less than half time, that is less than 910 hours in a calendar year in a work unit in
19 which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in
20 which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the
21 standard work week falls between thirty-five and forty hours, the director, in consultation with the
22 department, will be responsible for determining what hour threshold will apply. Part-time position
23 excludes administrative intern.

24 **Section 21.10 “Part-time regular employee”** means an employee employed in a part-time
25 regular position and, for part-time career service positions, is not serving a probationary period.
26 Under Section 550 of the charter, such part-time regular employees are members of the career service.

27 **Section 21.11 “Part-time regular position”** means a regular position in which the part-time
28 regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year

1 in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less
2 than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

3 **Section 21.12 “Position”** means a group of current duties and responsibilities assigned by
4 competent authority requiring the employment of one person.

5 **Section 21.13 “Probationary employee”** means an employee serving a probationary period in
6 a regular career service position. Probationary employees are temporary employees and excluded
7 from career service under Section 550 of the charter.

8 **Section 21.14 “Probationary period”** means a period of time constituting the final step in the
9 competitive screening process for career service or for promotion from one career service position to
10 another. An appointment to the career service, whether following successful completion of an initial
11 probationary period of county employment or a promotional probationary period, shall not be final
12 unless the employee successfully completes this probationary period.

13 **Section 21.15 “Provisional appointment”** means an appointment made in the absence of a
14 list of candidates certified as qualified by the director. Only the director may authorize a provisional
15 appointment. An appointment to this status is limited to six months.

16 **Section 21.16 “Provisional employee”** means an employee serving by provisional
17 appointment in a regular career service position. Provisional employees are temporary employees and
18 excluded from career service under Section 550 of the charter.

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

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

26 **Section 21.19 “Temporary position ”** means a position which is not a regular position as
27 defined in this chapter and excludes administrative intern. Temporary positions include both term-
28 limited temporary positions as defined in this chapter and short-term (normally less than six months)

1 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a
2 work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year
3 in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
4 chapter. Where the standard work week falls between thirty-five and forty hours, the director, in
5 consultation with the department, will be responsible for determining what hour threshold will apply.

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

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

18 **a. Grant-funded projects:** These positions will involve projects or activities that are
19 funded by special grants for a specific time or activity. These grants are not regularly available to or their
20 receipt predictable by the county.

21 **b. Information systems technology projects:** These positions will be needed to plan and
22 implement new information systems projects for the county. Term-limited temporary positions may not be
23 used for on-going maintenance of systems that have been implemented.

24 **c. Capital improvement projects:** These positions will involve the management of major
25 capital improvement projects. Term-limited temporary positions may not be used for on-going
26 management of buildings or facilities once they have been built.

27 **d. Miscellaneous projects:** Other significant and substantial bodies of work may be
28 appropriate for term-limited temporary positions. These bodies of work must be either non-routine

1 projects for the department, or related to the initiation or cessation of a county function, project, or
2 department.

3 **e. Seasonal positions:** These are positions with work for more than six consecutive
4 months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a
5 thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in which a
6 forty-hour work week is standard, that due to the nature of the work have predictable periods of inactivity
7 exceeding one month.

8 **f. Temporary placement in regular positions:** These are positions used to back fill
9 regular positions for six months or more due to a career service employee's absence such as extended
10 leave or assignment on any of the foregoing time-limited projects.

11 All appointments to term-limited temporary positions will be made by the appointing
12 authority in consultation with the director prior to the appointment of term-limited temporary
13 employees.

14 **Section 21.22 "Nurse Practitioner Clinical Call"** means using professional judgment and
15 expertise to advise other nursing staff on medical orders, medication management, and treatment
16 direction when other advanced health care providers are not available on site.

17 **Section 21.23 "Working Days"** for purposes of Article 6 Grievance Procedure shall be
18 defined as Monday through Friday excluding observed holidays.

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

26 **Section 21.25 "Charge Nurse"** shall be defined as a member of this bargaining unit who,
27 while continuing to perform the same duties as other employees in the unit, shall have limited
28 supervisory responsibility for directing the work of other employees in the unit. A Charge Nurse

1 shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.

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

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1 **ARTICLE 22: WORK STOPPAGES**

2 **Section 22.1 No Work Stoppages:** The Employer and the Association agree that the public
3 interest requires the efficient and uninterrupted performance of Department services and to this end
4 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life
5 of this Agreement, the Association or its members shall not cause or condone any work stoppage,
6 strike, slow down or other interference with Department functions by employees under this
7 Agreement, and should same occur, the Association agrees to take appropriate steps to end such
8 interference. Employees covered by this Agreement who engage in any of the foregoing actions shall
9 be subject to such disciplinary action as may be determined by the Employer; including but not
10 limited to the recovery of any financial losses suffered by the Employer.

11 **Section 22.2 Association's Responsibilities:** In the event, however, that there is a work
12 stoppage or any other interference with Department functions which is not authorized by the
13 Association, the Employer agrees that there shall be no liability on the part of the Association, its
14 officers or representatives; provided that in the event of such unauthorized action they first meet the
15 following conditions:

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

19 b. The Association, its officers and representatives, will, in good faith, use every
20 reasonable effort to terminate such unauthorized action.

21 c. The Association shall not question the unqualified right of the Employer to
22 discipline or discharge employees engaging in or encouraging such action. It is understood that such
23 action on the part of the Employer shall be final and binding upon the Association and its members
24 and shall in no case be construed as a violation by the employer of any provisions in this Agreement.

1 **ARTICLE 23: TERM OF AGREEMENT**

2 This Agreement shall become effective when enacted by Council through ordinance unless a
3 different effective date is specified, and covers the period of January 1, 2010 through December 31,
4 2012. Written notice must be served by either party upon the other party of its intent to terminate or
5 modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to
6 December 31, 2012 with the following exceptions. Re-openers of the following sections shall
7 commence on or about October 1, 2010 and 2011: 7.2.2, 7.2.3, 7.2.4, 7.2.5 and 7.2.8 that will be in
8 effect January 1, 2011 and January 1, 2012, respectively.

9 APPROVED this 14 day of JUNE, 2010.

11 By: Dow Conitt

12 King County Executive

14 WASHINGTON STATE NURSES ASSOCIATION:

16
17 Donna Borgford Parnell RN 5/3/10
18 Donna Borgford Parnell, RN WSNA LUC Date

19 William Johnston RN 5/4/10
20 William Johnston, RN, WSNA Secretary Date

21 Tina Maestas PHN 5/3/10
22 Tina Maestas, PHN Date

23
24 Heather Worbets RN 5.3.10
25 Heather Worbets, RN, WSNA Nurse Representative Date

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27 Linda Machia 4/28/10
28 Linda Machia, General Counsel, WSNA Date

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EXHIBIT A
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING STAFF NURSES IN
SEATTLE-KING COUNTY PUBLIC HEALTH
REGARDING 10-HOUR AND 12-HOUR SHIFTS
AT MALENG JUSTICE CENTER

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 Justice Center 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 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:

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

1 **Agreement Regarding Alternative Schedule Agreement Duration:**

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

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

6 **Agreement Regarding Reporting Time Worked Based on Actual Hours:**

7 This Alternative Schedule Agreement, nursing staff working at the Norm Maleng Regional
8 Justice Center will report their time and be paid for their time based on actual hours rather than
9 projected hours beginning January 1, 2009.

10 **Additional Provisions:**

11 1. During the duration of this Alternative Schedule Agreement, including as it may be
12 extended or regularly adopted, employees will not be permitted to switch days off or flex schedules as
13 provided in Article 13.2.1 of the collective bargaining agreement. All patterns will remain fixed for
14 the duration of this Agreement.

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

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

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

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

28 6. Employees are required to provide at least two hours notice prior to being absent or late

1 for a scheduled shift.

2 7. *Weekend Premium:* A weekend premium shall be paid for all regular hours of work on
3 weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of work of
4 employees, including part-time and temporary employees, regularly scheduled to work weekend
5 hours. For purposes of this provision, weekend hours shall be the hours of 2200 on Friday through
6 2200 on Sunday.

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

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11 APPROVED this 14 day of JUNE, 2010.

12

13

By: 

14

King County Executive

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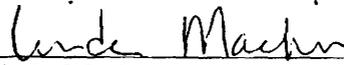
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For the Washington State Nurses Association:

19

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Linda Machia
General Counsel, WSNA

4-28-10

Date

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1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN
3 KING COUNTY AND
4 WASHINGTON STATE NURSES ASSOCIATION
5 REPRESENTING EMPLOYEES IN
6 SEATTLE KING COUNTY PUBLIC HEALTH
7 USE OF AGENCY/CONTRACT NURSES
8 IN PUBLIC HEALTH JAIL HEALTH SERVICES
9

10 The parties concur that maximizing the use of career service staff is a priority because to do so
11 is both fair and fiscally sound. The following procedure with respect to scheduling reflects the goal
12 of maximizing the use of career service staff and shall be applied to all classifications of bargaining
13 unit members in all locations.

14 1. Scheduling will occur as follows:

15 a. The "Draft Schedule" will be displayed by the 10th of the preceding month. It
16 includes career service staffing patterns, approved vacation, holidays, sick time, planned leaves and
17 any extra shifts that career service nurses have requested. No agency shifts will be scheduled on the
18 "Draft Schedule."

19 b. Between the "Draft Schedule" and the "Final Schedule," career service staff,
20 probationary, term limited temporary, and temporary nurses may request any vacant shift on the
21 "Draft Schedule" on a first come, first serve basis.

22 c. The "Final schedule" will be displayed at least ten (10) days before it takes effect.
23 During this ten (10) day period, career services staff have the continuing right to request extra shifts.
24 Bargaining unit probationary, term limited temporary, and temporary nurses will be called for
25 availability to fill remaining vacant shifts.

26 2. A bargaining unit nurse may request any shift for which an agency nurse is scheduled if the
27 nurse makes such request seven (7) or more days prior to the start of the shift for which the agency
28 nurse is scheduled.

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

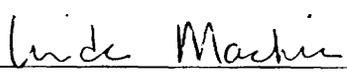
a. A list of all positions at each jail, including FTE, sequence number, classification and whether the position is vacant or filled.

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

APPROVED this 14 day of JUNE, 2010.

By: 
King County Executive

For the Washington State Nurses Association:

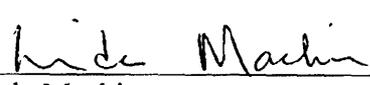
 4-28-10
Linda Machia Date
General Counsel, WSNA

1 meetings shall be considered work time. The outcome meetings to be held with the CHS nurses shall
2 commence in September, 2010.

3
4
5 APPROVED this 14 day of JUNE, 2010.

6
7 By: 
8 King County Executive

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11
12 **For the Washington State Nurses Association:**

13  4-28-10
14 Linda Machia Date
15 General Counsel, WSNA

cba Code: 310

**ADDENDUM A
WASHINGTON STATE NURSES ASSOCIATION
SEATTLE-KING COUNTY DEPT OF PUBLIC HEALTH
STAFF NURSES
WAGES EFFECTIVE 1/1/10**

Union Codes: WSNAB, WSNAI

Attachment B

Job Class Code	MSA Job Code	People-soft Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	8325	333501	Advanced Practice Nurse Specialist	\$32.05	\$33.10	\$34.62	\$35.71	\$37.84	\$39.25	\$40.72	\$42.05	\$42.67	\$43.98	\$45.08
3309110	8730	333502	Advanced Practice Nurse Specialist - Jail	\$36.86	\$38.07	\$39.81	\$41.07	\$43.52	\$45.14	\$46.83	\$48.36	\$49.07	\$50.58	\$51.84
3313100	8339	332101	Advanced Registered Nurse Practitioner	\$34.75	\$35.90	\$37.58	\$38.73	\$41.04	\$42.57	\$44.17	\$45.61	\$46.26	\$47.71	\$48.90
3313110	8732	332102	Advanced Registered Nurse Practitioner - Jail	\$39.96	\$41.29	\$43.22	\$44.54	\$47.20	\$48.96	\$50.80	\$52.45	\$53.20	\$54.87	\$56.24
3311100	8336	331202	Licensed Practical Nurse	\$18.96	\$19.43	\$19.93	\$20.38	\$20.93	\$21.58	\$21.96	\$22.56	\$23.10	\$23.65	\$24.25
3311110	8734	331203	Licensed Practical Nurse - Jail	\$21.80	\$22.34	\$22.92	\$23.44	\$24.07	\$24.82	\$25.25	\$25.94	\$26.57	\$27.20	\$27.89
3308100	8029	330802	Nurse Recruiter	\$32.05	\$33.10	\$34.62	\$35.71	\$37.84	\$39.25	\$40.72	\$42.05	\$42.67	\$43.98	\$45.08
3312200	8338	331402	Public Health Nurse	\$28.93	\$29.97	\$31.03	\$32.64	\$33.71	\$35.06	\$36.44	\$37.04	\$37.64	\$38.58	\$39.54
3312210	8735	331403	Public Health Nurse - Jail	\$33.27	\$34.47	\$35.68	\$37.54	\$38.77	\$40.32	\$41.91	\$42.60	\$43.29	\$44.37	\$45.47
3312100	8337	331302	Registered Nurse	\$26.48	\$27.55	\$28.62	\$29.66	\$30.55	\$31.53	\$32.60	\$33.77	\$34.92	\$36.16	\$37.07
3312110	8733	331303	Registered Nurse - Jail	\$30.45	\$31.68	\$32.91	\$34.11	\$35.13	\$36.26	\$37.49	\$38.84	\$40.16	\$41.58	\$42.63
3312120	8040	331304	Registered Nurse - Juvenile	\$30.45	\$31.68	\$32.91	\$34.11	\$35.13	\$36.26	\$37.49	\$38.84	\$40.16	\$41.58	\$42.63

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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION

The parties, 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 (covering the period of January 1, 2010 through December 31, 2012), shall be the agreement covering nurses represented by the Association and employed in the Department of Adult and Juvenile Detention, Juvenile Division. All of the terms and conditions of the Public Health agreement will apply to nurses in Adult and Juvenile Detention, except as set forth in this Memorandum of Agreement. It is understood and agreed that rates of pay for nurses employed in the Department of Adult and Juvenile Detention, Juvenile Division shall be those rates defined as the Registered Nurse-Juvenile rates as set forth in Addendum A of the Public Health Agreement. In those provisions of the Public Health agreement that do apply to Adult and Juvenile Detention nurses, the terms "Department" or "Health Department" shall be construed to also mean Department of Adult and Juvenile Detention, Juvenile Division.

PART A. EXCEPTIONS

The following provisions of the collective bargaining agreement in effect between the Association and the County covering employees in Public Health, Seattle and King County, do not apply to employees of the Department of Adult and Juvenile Detention, Juvenile Division.

ARTICLE 5: EMPLOYMENT PRACTICES

Section 5.4 *Position Vacancies*

Section 5.5 *Change of Duties*

Section 5.6 *Transfers*

ARTICLE 7: JOB TITLES AND RATES OF PAY

Section 7.3 Mileage Reimbursement/Parking

Section 7.5 Part time and temporary (Per Diem/Intermittent Nurses) (Article 7.5.1, 7.5.2, 7.5.3, 7.5.4 and 7.6 do apply)

Section 7.8 License Fees

Section 7.13 Preceptor Assignments

Section 7.14 Salary Step Placement for Transfer

ARTICLE 9: HOLIDAYS

Section 9.1.1 JHS Staff

ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE

Section 10.5 Leaves of Absence

ARTICLE 13: HOURS OF WORK AND OVERTIME

ARTICLE 15: CONFERENCE COMMITTEES

ARTICLE 17: REDUCTION IN FORCE/LAYOFF/REHIRES

**PART B. SPECIAL PROVISIONS FOR ADULT AND JUVENILE DETENTION,
JUVENILE DIVISION NURSES**

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

B.1. HOURS OF WORK AND OVERTIME

Section B.1.1. The standard bi-weekly work period shall consist of eighty (80) hours. The normal work day shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days each week, according to the master work schedule. Any nurse impacted by changes to this section has the option of availing himself/herself of the layoff provisions as laid out by this agreement. Furthermore, the County and the Association agree to work cooperatively to address, and where appropriate, mitigate the effects of these changes.

Section B.1.2. 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:

a. Operation 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, provided the request to trade days/shifts is made at least seven (7) 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;
- ii. The minimum number of work hours per pay cycle is met; and
- iii. The schedule change is otherwise consistent with the terms of this Collective Bargaining Agreement (unless mutually agreed to between the Union and the Employer).

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

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

c. Management shall be responsible to insure adequate staffing to meet operational requirements.

d. Regular full-time and part-time employees who apply for lateral transfers may be considered prior to interviewing outside applicants.

e. **Holiday Staffing.** One RN will be authorized to work holiday shifts (as defined in Article 9 of the Public Health Seattle and King County Staff Contract). If the scheduling of overlapping RNs falls on a holiday, the two RNs may request to take the holiday or work the holiday. If both RNs want to take the holiday, or both want to work the holiday, the decision will be made in accordance with seniority.

Section B.1.3. In case of emergency, staff may be required upon short notice to work different shifts, or hours, or days, for the period of emergency only.

Section B.1.4. Overtime. Except as otherwise provided in this article, employees shall be paid at a rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in

one day, or forty (40) hours in a one week work period, exclusive of lunch period. Normally overtime work shall require prior approval of the individual's supervisor, however, overtime work may be approved after it is performed provided sufficient justification is made.

Section B.1.5. A minimum of two (2) hours at overtime rate shall be allowed for each call-out. Where such overtime exceeds two (2) hours, the actual hours worked shall be compensated at overtime rates. Call-out shall be defined as that circumstance when an employee having completed the assigned shift and departed the premises is requested by management to return to work. Time actually spent at the work place shall be compensated in accordance with this section.

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

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

Section B.1.8. If any provision of this Article shall conflict with the minimum standards of R.C.W. 49.46.130, then that provision shall be automatically amended to conform to those standards.

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

Per Diem Nurse

Voluntary Nurse (Overtime/Combination)

Part-Time Nurse

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 situation and when expressly authorized by the Division Director, or designee.

B.2. REDUCTION IN FORCE

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

Employees selected for lay off shall be laid off according to seniority in classification (see Addendum A) in the Department of Adult and Juvenile Detention, Juvenile Division (DAJD).

Section B.2.2. An employee designated for lay off within a specific classification may, on the basis of total DAJD seniority, bump the least senior employee in any DAJD job classification previously worked and included in Addendum A of the Public Health Agreement; provided:

- a. That at least a six-month probation period was satisfactorily completed; and,
- b. The demonstrated job performance in the former classification was at an acceptable standard.

Section B.2.3. Employees laid off shall have re-employment rights to the same kind and level of position held at the time of lay off if such a position becomes available in DAJD within two (2) years from the date of lay off. In such cases, the seniority status accrued at the time of lay off shall be reinstated when the employee returns to full-time employment with DAJD.

Section B.2.4. Employees eligible for leave benefits shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six months of county service and are in good standing. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

Section B.2.5. At least two weeks notice shall be given employees to be laid off.

Section B.2.6. Pursuant to the provisions of R.C.W. Title 50, King County is a participating employer in the regular state unemployment compensation program.

Section B.2.7. In the event there are two or more employees eligible for lay off within

the bargaining unit with the same classification title and seniority, the lay off shall be based upon review of performance evaluations covering the most recent two (2) years of employment. Final decision in such cases shall be made by the Director.

Section B.2.8. Employees may be eligible for placement in other King County positions as provided in the Workforce Management Plan or other County policies.

B.3. EMPLOYMENT PRACTICES

Section B.3.1. *Entry Probation.* An individual who is newly employed in a regular position shall be considered to be on "entry probation" for a period of six (6) months from the date of hire. During this probationary period, an individual may be terminated without prior notice by the department, and such discharge shall not be subject to the Grievance Procedure provided by the Public Health collective bargaining agreement.

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

Section B.3.5. Openings in new and existing classifications covered by this agreement shall be filled according to Personnel Guidelines.

Section B.3.6. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by the Internal Revenue Service.

Section B.3.7. 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 B.3.8. *Assignment to Orientation Duty* - If a staff nurse is assigned to conduct orientation of new employees, they shall be paid an additional \$.50 per hour in addition to their regular rate of pay for each hour assigned to orientation.

Section B.3.9. *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.

Section B.3.10. *Labor Management Committee/Local Conference Committee.* The Department jointly with the elected representative of the employees covered by Addendum A of this Agreement shall establish a Local Conference Committee at each work site to assist with mutual problems regarding nursing personnel and client care, and for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. The function of the committee shall be limited to an advisory rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as mutually agreed and operate according to mutually agreed ground rules. The Committee shall consist of up to three representatives of administration and up to three representatives of the employees (one of whom may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as needed depending on the issues to be discussed. A local conference committee may refer subjects to the DAJD Joint Labor Management Committee.

PART C. WAGE INCREASES

Section C.1. *2010 Wage Increases:*

Effective January 1, 2010, pursuant to the Agreement entitled "Members of the King County Coalition of Unions Addressing the 2009 Budget Crisis" (2009 Mandated Leave), all classifications shall receive a two percent (2%) COLA, merit and step wage increases.

Section C.2. *2011 Wage Increases:*

Effective October 1, 2010, the parties will commence bargaining on the issue of wages increases, including COLA increases, for the second year of this Agreement (January 1, 2011 through December 31, 2011).

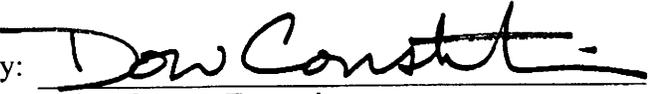
Section C.3. 2012 Wage Increases:

Effective October 1, 2011, the parties will commence bargaining on the issue of wages increases, including COLA increases, for the third year of this Agreement (January 1, 2012 through December 31, 2012).

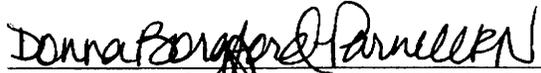
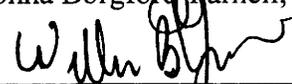
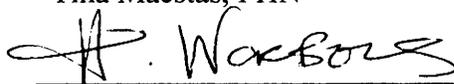
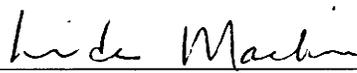
PART D. DURATION AND EFFECTIVE DATE

This Memorandum of Agreement and its provisions shall be effective when ratified by King County Council and shall cover the time period January 1, 2010 through December 31, 2012, with the following exceptions. Re-openers of the following sections of the Collective Bargaining Agreement in effect between the Association and the County covering employees in Public Health, Seattle and King County shall commence on or about October 1, 2010 and 2011: 7.2.2, 7.2.3, 7.2.4, 7.2.5 and 7.2.8 that will be in effect January 1, 2011 and January 1, 2012, respectively.

APPROVED this 14 day of JUNE, 2010.

By: 
King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

<u></u>	<u>5/3/10</u>
Donna Borgford Farnell, RN WSNA LUC	Date
<u></u>	<u>5/4/10</u>
William Johnston RN, WSNA Secretary	Date
<u></u>	<u>5/3/10</u>
Tina Maestas, PHN	Date
<u></u>	<u>5.3.10</u>
Heather Worbets, RN, WSNA Nurse Representative	Date
<u></u>	<u>4-28-10</u>
Linda Machia, General Counsel, WSNA	Date



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Washington State Nurses Association (Staff Nurses - Departments: Public Health, Adult and Juvenile Detention (Juvenile Detention)) and Memorandum of Agreement
Labor Negotiator
Alex Golan

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA? X1</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. The wage settlement includes re-openers on COLA, step increases and longevity premium, and a provision for increases to bilingual premiums in the event other employees in Public Health receive such increases.
2. The contract contains new language requiring written justification for rescissions or denials of requests for alternative work schedules, and the parties have agreed to conduct a study of clinic hours and the impacts and options of alternative work schedules in relation to serving their respective communities.
3. The contract clarifies that positions assigned to work in the correctional facilities must obtain and maintain security clearance to those facilities as a condition of employment.
4. The parties have agree to language clarifying the application of the just cause standard, including the option of demotions, to the disciplinary process, and have added language which streamlines the early stages of the grievance resolution process.
5. The agreement contains language clarifying and simplifying the payment of shift premiums on "actual hours worked" rather than a "majority of hours" basis.
6. New language has been added to provide for reduced staffing on holidays in the Juvenile Division of the Department of Adult and Juvenile Detention.

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CONTRACT SUMMARY

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

TERM OF CONTRACT: January 1, 2010, through December 31, 2012

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Public Health nurses provide services to the residents of King County in a variety of program areas in the department such as clinical services, home visiting and prevention and health education. The nurses in the Juvenile Detention Division provide clinical nursing services to detained youth.

NEGOTIATOR: Alex Golan

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Layoff is according to seniority in accordance with policy.
➤ INTEREST-BASED BARGAINING:	The parties employed an interest-based approach in these negotiations.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Vacation cashout and accrual provisions are consistent with King County Code. Employees hired prior to January 1, 2007 are grandfathered under prior accrual table.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement includes a comprehensive equal employment opportunity clause.
➤ CONTRACTING OUT OF WORK:	The agreement limits contracting out of work usually and traditionally performed by bargaining unit members except on a temporary basis.
➤ LABOR / MANAGEMENT COMMITTEES:	The parties have established labor management committees.
➤ DISCIPLINE & GRIEVANCES:	The agreement has just cause protection and has binding arbitration for grievances.
➤ MEDIATION:	The parties have agreed to use mediation as needed.
➤ CONTRACT CONSOLIDATION:	The agreement covers two departments, thus reducing the number of agreements county-wide.
➤ BENEFITS TRUST PLAN:	N/A
➤ HEALTH BENEFITS COST SHARING:	Health insurance is provided through the Joint Labor Management Insurance Committee Agreement.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT:

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

COUNCIL POLICY	COMMENTS
➤ RELEASE TIME:	Release time is consistent with county policy.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The negotiations were initiated several months prior to the expiration of the prior agreement. The parties reached impasse during direct negotiations. The parties engaged in two mediation sessions with a mediator from the Public Employment Relations Commission and reached tentative agreement through the mediation process three months after agreement's expiration date.
➤ TIMELINESS OF IMPLEMENTATION:	The agreement will be timely implemented.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The agreement is consistent with county policy on use of part-time employees.
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	The agreement's leave provisions are consistent with federal, state and county leave laws.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement contains a waiver of bargaining obligation for biweekly pay implementation.
➤ INTEREST ARBITRATION ELIGIBLE:	N/A
➤ NO STRIKE PROVISION:	The agreement contains a standard no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	No additional leave provisions are provided for in the agreement other than those generally provided under federal, state or county law.
➤ HOURS OF WORK:	The agreement contains standard 40 hour workweek provisions with alternative work schedules available consistent with business needs.
➤ PERFORMANCE EVALUATIONS:	The agreement provides for the implementation of performance evaluations.



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	Washington State Nurses Association (Staff Nurses - Departments: Public Health, Adult and Juvenile Detention (Juvenile Detention))		
Effective Date:	Three Year contract 1/1/2010 - 12/31/2012		
Affected Agency and/or Agencies:	Department of Public Health, Department of Adult and Juvenile Detention		
Note Prepared by:	John McCoy, Labor Relations Analyst, HRD	Phone: 205-5398	
Department Sign Off:	Cindy West, CFO, Public Health	Phone: 263-8643	
Department Sign Off:	Pat Presson, Finance Manager, DAJD	Phone: 296-3410	
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Tyler Running Deer, Budget Supervisor		Phone: 263-9723
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Jo Anne Fox, Budget Analyst		Phone: 263-9696

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2010	2011	2012
General Fund	10	DAJD	\$ 9,920	\$ 0	\$ 0
General Fund	10	Public Health	\$ 198,674	\$ 0	\$ 0
Public Health	1800	Public Health	\$ 344,486	\$ 0	\$ 0
TOTAL			\$ 553,080	\$ 0	\$ 0

EXPENDITURE BY CATEGORIES:						
Expense Type	Dept Code	Department	2009 Base	2010	2011	2012
Salaries			\$ 23,050,441	\$ 471,626	\$ 0	\$ 0
OT			\$ 891,253	\$ 17,825	\$ 0	\$ 0
PERS & FICA			\$ 3,112,420	\$ 63,629	\$ 0	\$ 0
TOTAL			\$ 27,054,114	\$ 553,080	\$ 0	\$ 0

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period (s):	1/1/2010 -12/31/2012
2. Wage Adjustments & Effective Dates:	
COLA:	2.00% for 2010.
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Provisions unchanged.
PERS/FICA:	Payroll taxes assumed to be 13%.
Overtime:	
4. Other Cost Factors:	Military Leave increased from 15 to 21 days.

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June 9, 2010

The Honorable Bob Ferguson
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Ferguson:

The enclosed ordinance, if approved, will ratify the Washington State Nurses Association (Staff Nurses) collective bargaining agreement and memorandum of agreement for the period of January 1, 2010, through December 31, 2012. This agreement covers approximately 300 employees in the Department of Public Health and the Department of Adult and Juvenile Detention, Juvenile Division.

The Public Health employees provide services in a variety of program areas in the department such as clinical services, home visiting and prevention and health education to the residents of King County. The nurses in the Juvenile Detention Division provide clinical nursing services to detained youth.

This agreement contains significant improvements in efficiency, accountability, and productivity for the county. Wage related items, including cost-of-living, will be bargained separately for each year of the contract. New language was added providing for scheduling flexibility/efficiency and reduction of staffing levels on holidays. Language requiring job applicants to assume the costs associated with verifications of credentials was also added. The parties have agreed as part of these negotiations to jointly study the core hours at the various community health clinics in order to best apply resources to the populations served, while also looking at the impacts and possibilities of alternative work schedules for employees working at those sites.

The wage settlement for 2010 includes the cost-of-living increase implemented as part of the 2009 agreement on furloughs. The parties have negotiated re-openers into the contract to negotiate cost-of-living increases for 2011 and 2012 at a later time.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our

The Honorable Bob Ferguson
June 9, 2010
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capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Patti Cole-Tindall, Labor Relations Manager, at 206-296-4273, at your convenience.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Chief of Staff
Anne Noris, Clerk of the Council
Dwight Dively, Director, Office of Management and Budget
Patti Cole-Tindall, Labor Relations Manager, Office of Labor Relations