

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

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

ARTICLE 1: PURPOSE

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

ARTICLE 2: NON-DISCRIMINATION

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

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

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

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

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

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

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

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

25 **Section 3.3 Payroll Deduction:** The Employer agrees to deduct from the pay check of each
26 employee who has so authorized it, the regular monthly dues uniformly required of members of the
27 Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the
28 employees involved by the tenth of the month following the payroll deduction date. Authorization by

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

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

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

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

1 (30) calendar day discharge notification period, the Association will thereafter notify the King
2 County Director of the Human Resources Division (HRD) in writing, with a copy to the Department
3 Director, Public Health Human Administrative Services, County Labor Relations Director, and the
4 employee, of such employee's failure to abide by Article 3 as applicable. In this notice the
5 Association will specifically request discharge of the employee for failure to abide by the terms of the
6 Agreement between the Employer and the Association.

7 **Section 3.6 Religious Exemptions:** Employees who can substantiate in accordance with case
8 law bona fide religious tenets or beliefs or tenets that prohibit the payment of dues or initiation fees to
9 union organizations shall contribute an amount equivalent to regular Association dues and initiation
10 fees to a non-religious charity or another charitable organization mutually agreed upon by the
11 employee affected and the bargaining representative to which such employee would otherwise pay
12 the regular monthly dues and initiation fee. The employee shall provide the Association with a
13 receipt as proof of payment to the non-religious charity.

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

21 **Section 3.8 Bargaining Unit Roster:** Semi-Annually, in the months of April and October,
22 Public Health Payroll will provide to the Association a complete list of employees covered by this
23 Agreement. The list will include the name, address, telephone, status, FTE, job title and date of hire
24 for present job classification for each employee. In addition, the Employer will provide a monthly
25 roster of terminations, to include dates of termination and a roster of new hires including the
26 information detailed above.

27 **Section 3.9 Orientation:** The local unit chairperson or designee will be afforded an
28 opportunity during the department's orientation of newly hired nurses covered by this Agreement to

1 provide information on the Association and the contract.

2 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

11 **ARTICLE 5: EMPLOYMENT PRACTICES**

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

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

28 **a. Oral reprimand**

- b. Written reprimand
- c. Suspension
- d. Demotion
- e. Dismissal

The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance deficiency leading to disciplinary action, as well as other just cause considerations such as notice to the employee of the consequence of the conduct for which the employee is being disciplined; whether the Employer investigated before administering the discipline; whether the Employer's investigation was conducted fairly and objectively; whether there was sufficient evidence of the cause for discipline; whether the Employer applied its rule or directive even-handedly and without discrimination. The nurse shall have the right to the attendance of a representative at disciplinary (not including instances where the employee is simply being issued a written reprimand or warning) and/or investigatory meetings.

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

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

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

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

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

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

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

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

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

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

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

1 personnel regulations and ordinances.

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

4 f. An employee who applies for and receives a lateral transfer will not be required to
5 serve another probationary period. However, at the time of acceptance of the transfer, the nurse may
6 request the Department to consider, or the Department may impose a trial service period of up to
7 three (3) months (six (6) months for nurses who transfer from a general to a Jail Health Services
8 (JHS) assignment or vice versa). A nurse who does not successfully complete the trial service period
9 shall be moved back into the nurse's former classification into any available vacancy for which he or
10 she is qualified which may be filled on a temporary basis, pending the outcome of the nurse's trial
11 service period (See section 21.27, Definition of Trial Service Period). A lateral transfer is defined as
12 the movement of an employee in the bargaining unit to another position within the same classification
13 within the bargaining unit. A nurse who is promoted shall serve a six (6) month probationary period.
14 A promoted nurse who does not successfully complete the probationary period shall be reverted to
15 his/her former classification and placed in any available vacancy for which he/she is qualified. If
16 there are no available vacancies, the nurse may participate in the County's Career Service Support
17 Program and shall be placed on the Public Health Reversion Register for a period of two years to be
18 reverted to the first available vacancy for which he/she is qualified. If two or more employees on the
19 Recall List compete for the same position, seniority as defined in 17.1(a), shall be the deciding factor.
20 Provided a promoted nurse may not challenge the employer's decision to revert him/her to his/her
21 former classification, this section shall not prevent a promoted nurse from utilizing the grievance
22 procedure to challenge the interpretation or application of this section.

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

28 **Section 5.6 Transfers:** When the Department intends to transfer a position or employee

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

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

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

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

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

1 staffing plans available for each work site. The County and the Association will utilize Joint
2 Labor/Management Committees to develop a process for the purpose of identifying measures that can
3 be used to inform staffing decisions. Similar measures will be identified that will be utilized to
4 understand patient outcomes and the impact of staffing levels on patient outcomes.

5 **Section 5.9 Productivity:** This section applies to all nurses. Reasonable productivity
6 standards shall be based on actual work days less average sick/vacation leave, meetings, training, and
7 continuing education. Individual productivity standards will be adjusted in the event that staff are on
8 approved leave of absence or extensive bargaining unit work, such as contract negotiations. No nurse
9 shall be subject to discipline without just cause for failing to meet productivity standards.

10 Productivity expectations may be addressed in Local Conference Committees and the Executive
11 Conference Committee.

12 **Section 5.10 ARNP Credential Verification Fee.** ARNP's, as a condition of employment
13 (and at the time of the offer of employment), must undergo initial verification of their professional
14 credentials. Newly hired ARNPs may opt to have the direct fees for such verification of credentials
15 deducted from their first paychecks.

16 **ARTICLE 6: GRIEVANCE PROCEDURE**

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

26 A grievance concerning the discipline or discharge of a career service non-probationary
27 employee may be presented through this grievance procedure; provided, however, an employee
28 covered by this Agreement must, upon initiating objections relating to disciplinary action, use either

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

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

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

17 **Section 6.2 Process:**

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

1 grievance by the immediate supervisor. The supervisor may issue a decision based upon the
2 information available at the time if the nurse is unable to attend a meeting in person within a
3 reasonable period of time (60 days), except for extraordinary circumstances (e.g., where a nurse has a
4 medically verifiable injury or illness). The supervisor shall notify the employee and the Association
5 representative in writing of his/her decision within ten (10) working days after the meeting. If a
6 grievance is not pursued to the next level within ten (10) working days of this notification, it shall be
7 presumed resolved.

8 **Step 2. Division Manager.** If after thorough discussion with the immediate
9 supervisor the grievance has not been satisfactorily resolved, the employee and his/her Association
10 representative shall then present the grievance to the Division Manager for investigation, discussion,
11 and written reply. The Division Manager or designee shall meet with the employee and his/her
12 Association representative. The Division Manager or designee will contact the employee and the
13 Association representative within ten (10) working days of receipt of the written grievance, to
14 schedule the meeting. Every effort will be made to schedule this meeting within twenty (20) working
15 days of the receipt of the written grievance by the Division Manager. Whenever possible, grievance
16 meetings will be held during the employee's regular working hours. The Division Manager or
17 designee, after consulting with the Department Director, shall make a written decision available to
18 the aggrieved employee with a copy mailed to the Association representative within ten (10) working
19 days after the meeting. If the grievance is not pursued to the next higher level within ten (10)
20 working days from the Association's receipt of the Division Manager's written decision, it shall be
21 presumed resolved.

22 **Step 3. Office of Labor Relations.** If the decision at Step 2 has not satisfactorily
23 resolved the grievance, the Association may submit the grievance in writing to the Director of the
24 Office of Labor Relations in the King County Executive's Office. The Labor Relations Director or
25 designee shall meet with the employee and his/her Association representative. The Labor Relations
26 Director or designee will contact the employee and the Association representative within ten (10)
27 working days of receipt of the written grievance, to schedule the meeting. The hearing shall be
28 scheduled as soon as possible, but not later than thirty (30) days after receipt of the grievance.

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

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

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

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

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

1 understood as follows:

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

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

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

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

14 **Section 6.3 Time Limits:** Failure by an employee or the Association to comply with any
15 time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
16 however, any time limits stipulated in the grievance procedure may be extended for stated periods of
17 time by the appropriate parties by mutual agreement in writing. Working days referred to above shall
18 be defined as Monday through Friday excluding observed holidays. If the grievant has not received a
19 response at Step 1 within the time frames listed, the grievant may elevate the grievance to the next
20 step. If the grievant and/or the Association has not received a response at Step 2 or Step 3 within the
21 time frames listed, the Association may elevate the grievance to the next step.

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

26 **Section 6.5 Association Grievances:** A contract grievance in the interest of two or more
27 employees in the bargaining unit shall be reduced to writing by the Association and may be
28 introduced at Step 2 of the contract grievance procedure to the Division Manager or designee and be

1 processed within the time limits set forth herein.

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

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

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

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

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

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

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

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

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

1 months, provided that notice of the extension is provided to the employee and the Association prior to
2 the expiration of the first six (6) month period. A probationary employee, regardless of which step he
3 or she is placed on, appointment will advance to the next higher step upon completion of probation.

4 **Section 7.2.6 Probation and step increases for Part-time and temporary employees:** The
5 following provisions apply to part-time and temporary employees who are appointed to regular career
6 service positions: A part-time and temporary employee who has worked for 1,044 hours without a
7 break in service, will be evaluated and may be given credit for up to one-half (1/2) of the required
8 probationary period provided the per diem work is in the same classification, upon the approval of the
9 Department Director or designee. For example, in cases where a six (6) month probationary period is
10 required, a nurse may be given up to three (3) months credit toward the completion of the
11 probationary period. Part-time and temporary nurses who are not provided credit towards completion
12 of the probation period shall be provided a written explanation for the justification therefore.

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

15 **Section 7.2.7 Longevity Premium:** Full-time regular and part-time regular nurses shall
16 receive the following longevity premiums based upon their length of service with the Department.

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

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

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

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

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

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

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

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

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

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

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

1 shall receive compensation in lieu of leave benefits at the rate of 15% of gross pay for all hours worked,
2 paid retroactive to the first hour of employment and for each hour worked thereafter. The employee
3 will also receive a one-time only payment in an amount equal to the direct cost of three months of
4 insured benefits, as determined by the director, and, in lieu of insured benefits, an amount prorated to an
5 hourly equivalent based on the employee's normal work week for each hour worked thereafter. Such
6 additional compensation shall continue until termination of employment or hire into a full-time regular,
7 part-time regular or term-limited position. Further, employees receiving pay in lieu of insured benefits
8 may elect to receive the medical component of the insured benefit plan, with the cost to be deducted
9 from their gross pay; provided, that an employee who so elects shall remain in the selected plan until
10 termination of employment, hire into a full-time regular, part-time regular, or term-limited position, or
11 service of an appropriate notice of change or cancellation during the employee benefits annual open-
12 enrollment.

13 **Section 7.4.4 Return to Employment:** Nurses who retire or separate in good standing and
14 subsequently return to their previous or new classification on a part-time, temporary, term-limited
15 basis, or career service basis may be hired at any step of the salary range upon the approval of the
16 Department Director and/or designee, based on the nurses' previous relevant nursing experience. A
17 nurse who returns to the classification held at the time of separation shall be paid at no less than the
18 rate he/she received at the time of separation.

19 **Section 7.5 Professional Liability Insurance:** Employees covered by this Agreement are
20 covered by the liability protection as provided in the King County Code for acts committed in good
21 faith and within the scope of their official County duties.

22 **Section 7.6 Licensing/Certification Requirements - Condition of Employment:** All nurses
23 must meet licensing and certification requirements as a condition of hire and continued employment.
24 Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and
25 prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced
26 Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with
27 the Department. Nurses failing to maintain necessary licenses or certifications will be demoted from
28 their current position or terminated from employment. Nurses employed in positions at the detention

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

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

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

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

Evening Shift: \$2.50 per hour

Night Shift: \$4.00 per hour

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

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

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

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

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

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

1 FLSA.

2 **Section 7.9 Weekend Premium:** A weekend premium shall be paid for all regular hours of
3 work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of
4 work of employees, including part-time and temporary employees, regularly scheduled to work
5 beginning with the night shift on Friday and through evening shift on Sunday.

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

8 **Section 7.10 Hiring Above Step 1:** Full-time regular, part-time regular, temporary and term-
9 limited temporary nurses may be hired at any step of the salary range upon the approval of the
10 Department Director and/or designee, based upon the nurses' previous relevant nursing experience.

11 **Section 7.10.1 Notice of Step Placement:** On the nurse's date of hire, each nurse shall be
12 provided a written statement from the hiring supervisor clearly indicating: 1) the step and wage rate
13 that is being proposed for the nurse; 2) that the proposed step/wage rate is contingent upon receipt of
14 final approval from the Department Director; 3) the potential wage rates that may be approved
15 depending upon the step ultimately granted; and 4) that, if the nurse begins working prior to the final
16 setting of his/her step/wage rate, the nurse will be paid at step one of the wage scale for his/her
17 classification unless and until a higher step/wage rate is approved at which time the difference in the
18 nurse's pay shall be retroactively paid to the nurse's date of hire.

19 **Section 7.11 Assignment Rates:** Bargaining unit positions in Jail Health Services will
20 receive a 15% pay differential as reflected in Addendum A of this Agreement. All part-time and full-
21 time regular and part-time and temporary and term-limited temporary nurses working in non-jail
22 positions who are temporarily assigned to perform the duties of a Jail Health Services position will be
23 paid fifteen (15) percent per hour above the nurse's base rate of pay. The applicable general
24 assignment and JHS assignment rates for each job classification are as listed in Addendum A.

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

28 **Section 7.12 Preceptor Assignments:** Nurses assigned as preceptors shall be paid one dollar

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

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

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

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

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

1 There will be a good faith effort to balance the Charge Nurse's additional responsibilities with the
2 nurse's direct patient care assignments. Charge Nurse designations may be revoked at any time with
3 an explanation to the affected nurse.

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

9 **Section 7.16 Report Pay:** Any nurse who reports for his/her scheduled shift and is sent home
10 without completing his/her shift shall be paid a minimum of four (4) hours report pay. Report Pay
11 shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for
12 hours which qualify as overtime under the FLSA.

13 **Section 7.17 Bilingual Premium Pay:** Employees may be assigned in writing to provide
14 bilingual, interpreter and/or translation services to the Department and shall receive a premium of
15 fifty dollars (\$50) per month. The assignment will be renewed annually and may be terminated at
16 any time. It is understood by the parties that the work performed by the bilingual speaker provided
17 for under this section shall not supplant the work of the Medical Interpreter/Translator. If the
18 bilingual premium pay for other employees working in Public Health is increased, then such increase
19 will be extended to employees covered by this Agreement at the same time. Bilingual premium pay
20 shall be included in the calculation of the nurse's FLSA regular rate for purposes of payment for
21 hours which qualify as overtime under the FLSA.

22 **Section 7.18 Certification Premium Pay.**

23 All currently employed nurses who are certified in a specialty area by a national nursing
24 organization and relevant to his or her nursing practice shall be paid a premium of one hundred
25 dollars (\$100.00) per month, provided the particular certification has been approved by the Nursing
26 Office and their respective manager, and provided the nurse continues to meet all educational and
27 other requirements to keep the certification current and in good standing. A nurse is eligible for only
28 one (1) certification premium regardless of the number of certifications the nurse may have. The

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

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

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

14 **Advanced Practice Nurse Specialists Certifications**

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

19 **RN/PHN Certifications**

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

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- Public Health Nursing—Advanced
- Certification Board of Infection Control and Epidemiology
- Medical-Surgical Nursing
- Pain Management Nursing
- Wound Care

ARTICLE 8: VACATIONS

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

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

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

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

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

1 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
6 four hundred and eighty (480) hours vacation leave, prorated to reflect their normal scheduled work
7 day. Such employees shall use vacation leave beyond the maximum accrual amount prior to
8 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
9 result in forfeiture of vacation leave beyond the maximum amount with the following exceptions:

10 The appointing authority has approved a carryover of such vacation leave because of cyclical
11 workloads; inability to use accrued vacation leave due to work assignments; when the Department
12 cancels an employee's previously scheduled vacation which has been approved by the Health
13 Director; or for other reasons as may be in the best interest of the County. All employees who are
14 bargaining unit members as of January 1, 2007 will be exempt from the prorating portion of this
15 Section (sentence 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-quarter 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.

ARTICLE 9: HOLIDAYS

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

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

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

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

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

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

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

1 employee and the Department Director or his/her designee.

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

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

13 **Section 9.6 *Unpaid Religious Holidays:*** Employees may request up to two (2) unpaid
14 holidays for a reason of faith or conscience or an organized activity conducted under the auspices of a
15 religious denomination, church, or religious organization consistent with King County policy (#2014-
16 003) and the work unit's usual leave without pay request process.

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

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

- 25 a. Illness or injury which has incapacitated the employee from performing regular
26 duties.
- 27 b. Disability due to pregnancy and/or childbirth.
- 28 c. Medical or dental appointments.

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

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

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

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

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

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

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

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

1 recommendation of the Department Director may be granted by the Human Resources Division
2 Manager.

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

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

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

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

14 **Section 10.6 *Family and Medical Leave:***

15 **Section 10.6.1 (a)** Effective January 1, 2018, all employees shall be transitioned to
16 "concurrent" King County Family Medical Leave (KCFML) benefits provided in accordance with
17 Ordinance 18191, as amended, which provides all eligible county employees with up to eighteen
18 weeks of family and medical leave, which is paid or unpaid depending upon the employee's paid
19 leave accruals.

20 **Section 10.6.1 (b)** Prior to converting to "concurrent" KCFML benefits, all employees shall
21 maintain their current "consecutive" KCFML benefits without change as follows. Up to eighteen
22 weeks of unpaid leave will be granted in a rolling twelve (12) month period (a rolling twelve (12)
23 month period as measured backwards from the date an employee starts Family and Medical Leave).
24 Family and Medical Leave benefits shall be as provided in the King County Family and Medical
25 Leave Ordinance (KCC 3.12.220 and Personnel Guidelines 14.4.5) and administered in accordance
26 with the King County Personnel Guidelines. The County agrees to maintain existing Family and
27 Medical Leave benefits during the term of this Agreement. The employing Department will maintain
28 its contribution for health benefits for the employee during the period of family and medical leave.

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

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

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

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

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

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

1 October 1st and ending the following September 30th. Such leave shall be granted in order that the
2 person may report for required military duty, training or drills, including those persons in the
3 National Guard. Such military leave of absence shall be in addition to any vacation or sick leave to
4 which the officer or employee might otherwise be entitled, and shall not involve any loss of
5 efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall
6 receive his or her normal pay.

7 **Section 10.8 *Military Spouse Leave:*** Pursuant to RCW 49.77.030, during a period of
8 military conflict a nurse who is the spouse of a member of the armed forces of the U.S., or the
9 National Guard or Reserves, who has been notified of an impending call or order to active duty or has
10 been deployed, is entitled to a total of fifteen (15) days of unpaid leave per deployment. Fifteen days
11 of unpaid leave will be granted after the military spouse has been notified of an impending call or
12 order to active duty and before deployment or when the military spouse is on leave from deployment.
13 Any combination of leave without pay, compensatory time, vacation leave, sick leave and/or personal
14 holiday may be used, at the nurse's discretion. Nurses must provide the employer with notice, within
15 five (5) business days of receiving official notice of an impending call or order to active duty or of a
16 leave from deployment, of the nurse's spouse's intention to take such leave under the circumstances
17 stated above.

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

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

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

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

24 **Section 10.12 Paid Parental Leave**

25 **Section 10.12.1 Eligibility**

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

1 **B.** An employee's supplemental leave benefit is calculated based on the employee's
2 accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying
3 event"). The employee will receive the equivalent of his or her base rate of pay for up to a total of
4 twelve weeks, when combined with the employee's accrued leave (except for one week of sick leave
5 and one week of vacation leave, or the equivalent for Benefit Time).

6 **C.** The employee is permitted to use the supplemental leave first. Additionally, the
7 employee may choose to take less than twelve weeks of leave.

8 **D.** Supplemental Paid Parental Leave is not subject to cash out.

9 **E.** An employee that does not return to work for at least six months of continuous
10 service following the paid parental leave, will be required to reimburse King County for the
11 supplemental paid parental leave funds received.

12 The benefit is available to all leave eligible employees who have been employed with the
13 County for at least six months of continuous service at the time of the qualifying event. If both
14 parents work for King County, then each employee is entitled to up to twelve weeks of Paid Parental
15 Leave.

16 **Section 10.12.2 Benefit Period.** Paid Parental Leave must be used within twelve months of
17 the qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time basis,
18 as long as it is consistent with the department's operational needs, and it is approved in writing by the
19 employee's supervisor prior to the leave.

20 **Section 10.12.3. Concurrency.** Paid Parental Leave will run concurrently with King
21 County's family and medical leave, as well as federal and state family and medical leave laws, to the
22 fullest extent permitted by law.

23 **Section 10.12.4. Job Protection.** Paid Parental Leave is protected leave. Barring required
24 budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave.
25 Further, no retaliatory action may be taken against an employee for participating or planning to
26 participate in the program.

27 **Section 10.12.5. Health Benefits.** The employee will continue to receive all health benefits
28 and shall continue to accrue vacation and sick leave during the period of Paid Parental Leave.

1 **ARTICLE 11: BEREAVEMENT LEAVE**

2 **Section 11.1 *Annual Entitlement:*** Employees eligible for leave benefits shall be entitled to
3 three (3) working days (to a maximum of twenty-four hours) of bereavement leave per occurrence
4 due to death of members of their immediate family.

5 **Section 11.2 *Use of Sick Leave for Bereavement Purposes:*** Employees who have exhausted
6 their bereavement leave shall be entitled to use up to three days of sick leave (twenty-four hours) for
7 each instance when death occurs to a member of the employee's immediate family. One day of sick
8 leave per occurrence may be used for the attendance of a funeral of other than a close relative or a
9 significant person living in the employee's household.

10 **Section 11.3 *Pro-Rata Benefit for Part-Time Employees:*** Part-time regular and part-time
11 term-limited temporary employees shall be entitled to bereavement leave and sick leave for
12 bereavement in the same proportion as the number of hours worked is to the number of hours
13 scheduled for a full-time position.

14 **Section 11.4 *Definition of Immediate Family:*** For purposes of this Article, a member of the
15 immediate family is construed to mean:

- 16
- | | |
|---------------------------------------|---|
| 17 • Children | • Children of spouse or domestic partner |
| 18 • Parents | • Parents of spouse or domestic partner |
| 19 • Siblings | • Siblings of spouse or domestic partner |
| 20 • Grandchildren | • Grandchildren of spouse or domestic partner |
| 21 • Grandparents | • Grandparents of spouse or domestic partner |
| 22 • Spouse or domestic partner | • Legal Guardian |
- 23

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

25 **Section 12.1** King County presently participates in insured medical, dental, vision, and life
26 insurance programs. The plan designs and plan features for the insured benefits are negotiated in the
27 Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County
28 and labor organizations, including the Union. The JLMIC benefits agreement for 2017 and 2018 is

1 attached as a Memorandum of Agreement. The Union has agreed to sign the benefits agreement and
2 be bound by its terms and conditions, including any changes the JLMIC makes pursuant to the benefit
3 agreement.

4 **Section 12.2 Continuation of the Plan:** Medical/Dental and Life Insurance benefits shall be
5 as negotiated through the County Joint Labor Management Insurance Committee which negotiates
6 with collective bargaining representatives of County employees as a group.

7 **Section 12.3 Benefit Eligibility:** Full-time regular, part-time regular, provisional,
8 probationary and term-limited temporary employees shall be eligible for receipt of all benefits under
9 the County's medical, dental, vision and life insurance programs as determined by the County Joint
10 Labor Management Insurance Committee.

11 **Section 12.4 Plan Changes:** In the event the JLMIC negotiates a change in medical, dental,
12 vision or life insurance plans which result in a decrease in benefits or increase in costs for nurses, the
13 County will meet to discuss the impact of the changes. It is further understood that in the event that
14 the Union elects to not agree to the successor Agreement to the 2017-2018 JLMIC benefits agreement
15 attached as a Memorandum of Agreement, the union agrees to be bound by whatever benefit changes
16 the JLMIC agrees to in a successor benefits agreement beginning 2019 and until such time that the
17 Union has bargained an alternative benefits agreement with the County.

18 **Section 12.5 Industrial Insurance:** Employees covered by this Agreement shall be covered
19 by the County Industrial Insurance Plan and any supplement thereto as provided by County
20 ordinance.

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

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

24 **Section 13.2 Work Week:** The basic work week shall begin at 12:00 a.m. Sunday and end at
25 11:59 p.m. Saturday. Any shift which begins before 12:00 a.m. Sunday will be considered entirely
26 within the work week in which the shift begins. Other seven day work week beginning and ending
27 times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule).

28 Copies of schedules and alternative work week designations shall be provided to the Department

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

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

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

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

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

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

1 receive overtime pay for all hours worked over forty (40) in any one seven (7) day work week. The
2 Department will make a good faith effort to minimize the use of overtime. In addition, the
3 Department will follow RCW 49.28.140, Mandatory Overtime Prohibited, with respect to Jail Health
4 Services overtime.

5 A nurse who does not work all of his/her regularly scheduled shifts for that week will not be
6 paid daily overtime for hours worked in excess of his/her 8, 10, 12 hour shift unless: (a) the absence
7 is authorized by the nurse's supervisor at the time the overtime is authorized, or (b) the nurse's
8 absence has been approved prior to the week in which the daily overtime occurred or (c) the daily
9 overtime occurred due to a management directed mandatory overtime.

10 **Section 13.3.3 Compensatory Time:** Overtime may be compensated by compensatory time
11 off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee
12 requests compensatory time accrual in advance and the supervisor approves. Employees may not
13 have a balance of more than forty (40) hours of compensatory time. All compensatory time not used
14 by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work
15 demands of the position, the employee may request and the Division Manager may approve the
16 carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory
17 time accrual will be approved for the last pay period of a calendar year (December 16 through
18 December 31). Use of compensatory time off must be approved in advance as for vacation leave.

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

22 4 - 10 hour work days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13.6 Schedule Changes:

Section 13.6.1 Non-Jail Schedules: The Department recognizes the need to give employees

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

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

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

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

15 The JHS Monthly Schedule will be created as follows:

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

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

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

nurses may submit a request to cover any vacant shift on the posted "Draft Schedule" on a first come, first serve basis.

d. After the 10th of the preceding month that the schedule takes effect, bargaining unit probationary, short-term temporary, term limited temporary, temporary nurses, and agency nurses) may be called for availability to fill vacant shifts. During this period, career service staff, probationary, short-term temporary, term limited temporary, and temporary nurses may also submit requests to cover any remaining vacant shift on the posted "Draft Schedule," if still available, on a first come, first serve basis.

Schedule Changes: Major schedule changes affecting the majority of nurses in Jail Health Services will be negotiated with the Association prior to implementation. The employer will limit required shift changes to two per month with at least fifteen (15) hours off between changes. A shift change shall be defined as a change of working hours in which a majority of working time occurs in a different shift.

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

In the event of wide-scale changes in scheduling patterns at the jail, available patterns will be posted for bidding at the Jail Health Services (JHS) site for at least fourteen (14) calendar days. Nurses at the JHS site shall have the opportunity to bid, based on seniority in the site and FTE level, for the shift and days off/on pattern. When individual scheduling patterns become available, the pattern will be posted for at least seven (7) days. When patterns become available, irrespective of whether it is wide-scale or a single pattern, schedules may be temporarily filled pending the outcome of the bidding process. Implementation date of the newly assigned pattern will be by mutual consent

1 of impacted employee and supervisor.

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

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

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

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

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

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

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

1 position is to be filled, proper authority shall be his/her supervisor. An employee properly assigned
2 work in a higher level classification shall be paid at the first step in the higher salary range of the
3 higher level job classification or at the salary step in the higher classification that most closely
4 approximates a five percent increase over the employee's current rate of pay, whichever is greater.
5 Payment for work in a higher classification may not exceed the top step of the new range.

6 Out-of-class pay shall be included in the calculation of the nurse's FLSA regular rate for
7 purposes of payment for hours which qualify as overtime under the FLSA.

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

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

16 **ARTICLE 15: CONFERENCE COMMITTEES**

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

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

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

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

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

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

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

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

Program. Inherent in the Preceptor role is the responsibility for specific, criteria-based competencies, and goal directed education for a defined time period. A Charge Nurse is eligible for preceptor pay.

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

ARTICLE 16: STAFF DEVELOPMENT

Section 16.1 Staff Development:

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

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

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

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

Section 16.2 Continuing Education Time and Professional Meetings: The Department and the Association agree continuous upgrading of employees skills and knowledge is beneficial to providing quality health care services to the public. Therefore employees covered by this Agreement are encouraged to take advantage of opportunities available for continuing education. To this end, it shall be a policy of the Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours) and ARNPs, Nurse Recruiters, and APNS employees five (5) days (40 hours) of paid leave annually for purposes of attending professional meetings, seminars and classes to earn continuing education outside of the Department. For purposes of this section, professional meetings shall be defined as: Short term conferences for professional growth and development of the individual nurses related to nursing, 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

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

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

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

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

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

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

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

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

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

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

7 King County Correctional Facility

8 Regional Justice Center Jail

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

10 North

11 Northshore

12 Eastgate

13 Downtown Seattle

14 First Hill

15 Harborview Medical Center

16 Columbia

17 **South Sector;** Includes sites south of I-90. Major sites in South Sector include:

18 Renton

19 Kent

20 Federal Way

21 Auburn

22 Roxbury

23 White Center

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

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

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

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

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

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

1 position is not a good fit, the employee will be afforded the layoff option provided under Section 3.e
2 of this Article.

3 **d.** An employee may bump the least senior employee in a bargaining unit
4 classification within the same Employment Sector with a lower salary range, provided the employee
5 is qualified for the lower-paid position and has more seniority than the incumbent employee, if there
6 is no other employee with less seniority in the job class of the employee to be laid off. A nurse who
7 is based in and works in North and South sectors has the right to bump the least senior nurse and may
8 be bumped by a more senior nurse from either the North or South sector. A float pool nurse has the
9 right to bump the least senior nurse in the North or South Sector and may be bumped by a nurse from
10 either the North or South sector in accordance with the terms of this Agreement. The employee must
11 serve a six-month trial service period as defined in Section 21.27 if the new position is in a different
12 division or program from the position from which the employee was laid off. In the event the
13 employee does not successfully complete trial service, or the employee determines the new position
14 is not a good fit, the employee will be afforded the layoff option provided under Section 3.e of this
15 Article.

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

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

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

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

28 **b.** Option choices will be allocated in order of seniority, the most senior employee

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

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

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

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

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

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

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

1 section 21.27, if the new position is in a different classification or in a different division or program.
2 In the event the employee does not successfully complete trial service or the employee determines the
3 new position is not a good fit, the employee will be afforded the layoff option provided under Section
4 3.e. of this Article.

5 **Section 17.8** Employees who are laid off or placed in a position with reduced hours as a
6 result of the layoff procedures in this Article shall be placed on a recall list for a period of two years
7 from the date of layoff or reduction of hours. Employees shall be recalled to openings in the
8 classification from which laid off in seniority order, the most senior to be recalled first. Refusal of a
9 job offer that is the same FTE, same shift, classification and site may be grounds for removal from
10 the recall list, except that an employee may refuse a position that is less than full-time if the employee
11 had a full-time position at the time of layoff or reduction. The Department will offer positions to
12 qualified and available employees on the recall list before making any offers to persons outside the
13 Department. Employees returned to employment via recall into a different classification, division or
14 program will serve a six-month trial service period as defined in Section 21.27. In the event the
15 employee does not successfully complete trial service or the employee determines the position is not
16 a good fit, the employee will be afforded the layoff options provided under Section 3.e. of this
17 Article. The two-year time period for recall shall be suspended for the time the employee is serving a
18 trial service period. If the employee returns to the recall list during the trial service period, the
19 suspension of the two-year time period shall end.

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

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

28 **Section 17.11** Pursuant to the provisions of R.C.W. Title 50, King County is a participating

1 employer in the regular state unemployment compensation program.

2 **ARTICLE 18: SAVINGS CLAUSE**

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

9 **ARTICLE 19: WAIVER CLAUSE**

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

16 **ARTICLE 20: SAFETY STANDARDS**

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

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

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

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

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

1 employee covered by this Agreement to comply with established safety rules, promote safety and to
2 assist in the prevention of accidents.

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

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

10 **ARTICLE 21: DEFINITIONS**

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

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

28 Divisions in executive departments and administrative offices as determined by the county

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

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

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

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

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

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

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

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

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

1 which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the
2 standard work week falls between thirty-five and forty hours, the director, in consultation with the
3 department, will be responsible for determining what hour threshold will apply. Part-time position
4 excludes administrative intern.

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

9 **Section 21.11 “Part-time regular position”** means a regular position in which the part-time
10 regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year
11 in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less
12 than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

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

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

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

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

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

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

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

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

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

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

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

1 funded by special grants for a specific time or activity. These grants are not regularly available to or their
2 receipt predictable by the county.

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

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

9 **d. Miscellaneous projects:** Other significant and substantial bodies of work may be
10 appropriate for term-limited temporary positions. These bodies of work must be either non-routine
11 projects for the department, or related to the initiation or cessation of a county function, project, or
12 department.

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

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

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

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

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

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

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

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

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

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

1 Trial Service Period will not count against the two year period of recall rights.

2 If the nurse is serving the Trial Service Period due to a transfer from a general position to a
3 Jail Health Services position, or vice versa (See Section 5.4(f)), and the nurse or management end the
4 Trial Service Period for the reasons stated above, the nurse shall be moved back into his or her former
5 classification into any available vacancy for which he or she is qualified, which may be filled on a
6 temporary basis, pending the outcome of the Trial Service Period.

7 **ARTICLE 22: WORK STOPPAGES**

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

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

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

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

27 c. The Association shall not question the unqualified right of the Employer to
28 discipline or discharge employees engaging in or encouraging such action. It is understood that such

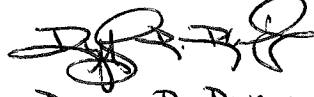
1 action on the part of the Employer shall be final and binding upon the Association and its members
2 and shall in no case be construed as a violation by the employer of any provisions in this Agreement.

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1 **ARTICLE 23: TERM OF AGREEMENT**

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

7 APPROVED this 30TH day of AUGUST, 2017.

8
9 
10 By: Dwight D. Dively for

11 King County Executive

12 WASHINGTON STATE NURSES ASSOCIATION:

13
14
15 
16 Brenda Balogh, RN

7/18/17

Date

17 
18 Paul Kunkel, RN, MN - Public Health Nurse

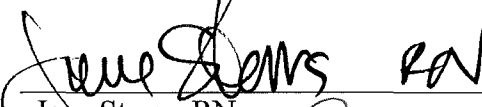
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Date

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21 Hanna Welander, BSN, RN, Nurse Representative

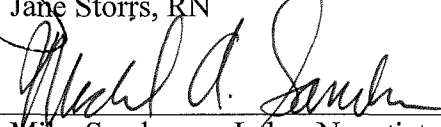
7/19/17

Date

22 
23 Jane Storrs, RN

7/18/17

Date

24 
25 Mike Sanderson, Labor Negotiator/Attorney

7/17/17

Date

1 **MEMORANDUM OF AGREEMENT**
2 **BY AND BETWEEN**
3 **KING COUNTY**
4 **AND**
5 **WASHINGTON STATE NURSES ASSOCIATION**
6 **REPRESENTING EMPLOYEES IN**
7 **DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION**
8

9 The parties, King County (hereinafter the County) and Washington State Nurses Association
10 (hereinafter the Association) agree that the collective bargaining agreement between the parties,
11 covering nurses represented by the Association and employed by the Department of Public Health,
12 Seattle and King County (covering the period of January 1, 2017 through December 31, 2019), shall
13 be the agreement covering nurses represented by the Association and employed in the Department of
14 Adult and Juvenile Detention, Juvenile Division. All of the terms and conditions of the Public Health
15 agreement will apply to nurses in Adult and Juvenile Detention, except as set forth in this
16 Memorandum of Agreement. It is understood and agreed that rates of pay for nurses employed in the
17 Department of Adult and Juvenile Detention, Juvenile Division shall be those rates defined as the
18 Registered Nurse-Juvenile rates as set forth in Addendum A of the Public Health Agreement. In
19 those provisions of the Public Health agreement that do apply to Adult and Juvenile Detention nurses,
20 the terms "Department" or "Health Department" shall be construed to also mean Department of Adult
21 and Juvenile Detention, Juvenile Division.
22

23 **PART A. EXCEPTIONS**

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

27 **ARTICLE 5: EMPLOYMENT PRACTICES**

28 **Section 5.4 *Position Vacancies***

1 Section 5.5 *Change of Duties*

2 Section 5.6 *Transfers*

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

4 Section 7.3 *Mileage Reimbursement/Parking*

5 Section 7.5 *Part time and temporary (Per Diem/Intermittent Nurses)* (Article 7.5.1, 7.5.2,
6 7.5.3, 7.5.4 and 7.6 do apply)

7 Section 7.8 *License Fees*

8 Section 7.13 *Preceptor Assignments*

9 Section 7.14 *Salary Step Placement for Transfer*

10 **ARTICLE 9: HOLIDAYS**

11 Section 9.1.1 *JHS Staff*

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

13 Section 10.5 *Leaves of Absence*

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

15 **ARTICLE 15: CONFERENCE COMMITTEES**

16 **ARTICLE 17: REDUCTION IN FORCE/LAYOFF/REHIRES**

17

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

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

22

23 **B.1. HOURS OF WORK AND OVERTIME**

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

1 mitigate the effects of these changes.

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

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

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

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

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

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

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

1 pay period in which that third day was originally scheduled.

2 Part-time nurses who are scheduled to work 10:00 AM – 6:00 PM may be moved to an
3 alternate day on either day shift or swing shift. Part-time nurses who work night shift may be moved
4 to an alternate day on night shift.

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

8 Nothing in this provision shall interfere with scheduling in accordance with the DAJD Master
9 Work Schedule, and as provided in Section B.1.2(a) above.

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

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

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

19 **Section B.1.4. Overtime.** Except as otherwise provided in this article, employees shall be
20 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,
21 or forty (40) hours in a one week work period, exclusive of lunch period. Normally overtime work
22 shall require prior approval of the individual's supervisor, however, overtime work may be approved
23 after it is performed provided sufficient justification is made.

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

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

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

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

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

12
13 Per Diem Nurse

14 Voluntary Nurse (Overtime/Combination)

15 Part-Time Nurse

16 Agency Nurse
17

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

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

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

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

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

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

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

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

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

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

21 **Section B.2.7.** In the event there are two or more employees eligible for lay off within the
22 bargaining unit with the same classification title and seniority, the layoff shall be based upon review
23 of performance evaluations covering the most recent two (2) years of employment. Final decision in
24 such cases shall be made by the Director.

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

27 **B.3. EMPLOYMENT PRACTICES**

28 **Section B.3.1. Entry Probation.** An individual who is newly employed in a regular position

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

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

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

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

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

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

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

21 Short term conferences for professional growth and development of the individual nurses, as
22 related to their current duties and/or meetings and committee activities of the professional association
23 at the national, state or district level which are designed to develop and promote the programs of the
24 professional association in improving the quality and availability of nursing service and health care or
25 training as defined by American Medical Association standards and/or American Nursing
26 Association standards.

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

1 required by the provisions of the Fair Labor Standards Action (FLSA), for the purpose of attending
2 professional meetings, as defined above, for regular full-time nurses and a pro-rated number of hours
3 to regular part-time nurses.

4 **Section B.3.8. *Labor Management Committee/Local Conference Committee.*** The
5 Department jointly with the elected representative of the employees covered by Addendum A of this
6 Agreement shall establish a Local Conference Committee at each work site to assist with mutual
7 problems regarding nursing personnel and client care, and for the purpose of discussing and
8 facilitating the resolution of all problems which may arise between the parties other than those for
9 which another procedure is provided by law or by other provisions of this Agreement. The function
10 of the committee shall be limited to an advisory rather than a decision-making capacity. Such
11 committee shall be on a permanent basis and meet as mutually agreed and operate according to
12 mutually agreed ground rules. The Committee shall consist of up to three representatives of
13 administration and up to three representatives of the employees (one of whom may be the Local Unit
14 Chairperson or his/her designee). The representatives may be rotated as needed depending on the
15 issues to be discussed. A local conference committee may refer subjects to the DAJD Joint Labor
16 Management Committee.

17 18 **PART C. WAGE INCREASES**

19 Nurses represented by the Association and employed in the Department of Adult and Juvenile
20 Detention, Juvenile Division shall receive the same general wage rate increases listed in Section 7.2.
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PART D. DURATION AND EFFECTIVE DATE

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

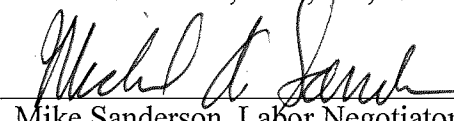
APPROVED this 30TH day of AUGUST, 2017.

By:  FOR
King County Executive

WASHINGTON STATE NURSES ASSOCIATION:


Hanna Weland, BSN, RN, Nurse Representative

7/19/17
Date


Mike Sanderson, Labor Negotiator, WSNA

7/17/17
Date

1 **MEMORANDUM OF UNDERSTANDING (MOU)**
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 **(MOU Expires 10/1/2017)**

10 The parties concur that maximizing the use of career service staff is a priority because to do
11 so is both fair and fiscally sound. The following procedure with respect to scheduling reflects the
12 goal of maximizing the use of career service staff and shall be applied to all classifications of
13 bargaining 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
27 the nurse makes such request seven (7) or more days prior to the start of the shift for which the
28 agency nurse is scheduled.

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

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

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

APPROVED this 30th day of August, 2017.

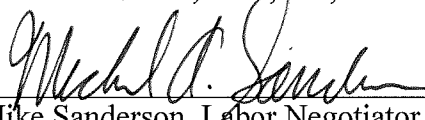
By:  DWIGHT D. DIVELY FOR

King County Executive

WASHINGTON STATE NURSES ASSOCIATION:


Hanna Welander, BSN, RN, Nurse Representative

7/19/17
Date


Mike Sanderson, Labor Negotiator, WSNA

7/17/17
Date

cba Code: 310

ADDENDUM A
Washington State Nurses Association
Staff Nurses

Union Codes: R2, R2A

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

Wages Effective 1/1/2017 (+2.25%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$36.40	\$37.61	\$39.34	\$40.55	\$43.00	\$44.59	\$46.26	\$47.78	\$48.48	\$49.97	\$51.21
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$41.87	\$43.24	\$45.23	\$46.63	\$49.44	\$51.27	\$53.19	\$54.94	\$55.76	\$57.46	\$58.89
3313100	332101	Advanced Registered Nurse Practitioner*	\$40.64	\$41.99	\$43.94	\$45.30	\$47.98	\$49.77	\$51.65	\$53.32	\$54.09	\$55.79	\$57.19
3313110	332102	Advanced Registered Nurse Practitioner - Jail*	\$46.73	\$48.29	\$50.53	\$52.09	\$55.19	\$57.23	\$59.39	\$61.33	\$62.19	\$64.15	\$65.78
3311100	331202	Licensed Practical Nurse	\$21.53	\$22.07	\$22.64	\$23.15	\$23.78	\$24.52	\$24.95	\$25.62	\$26.24	\$26.86	\$27.55
3311110	331203	Licensed Practical Nurse - Jail	\$24.76	\$25.40	\$26.03	\$26.63	\$27.35	\$28.20	\$28.69	\$29.46	\$30.18	\$30.89	\$31.67
3308100	330802	Nurse Recruiter	\$36.40	\$37.61	\$39.34	\$40.55	\$43.00	\$44.59	\$46.26	\$47.78	\$48.48	\$49.97	\$51.21
3312200	331402	Public Health Nurse	\$32.87	\$34.04	\$35.25	\$37.08	\$38.29	\$39.83	\$41.39	\$42.08	\$42.75	\$43.82	\$44.91
3312210	331403	Public Health Nurse - Jail	\$37.79	\$39.14	\$40.53	\$42.63	\$44.05	\$45.80	\$47.59	\$48.38	\$49.16	\$50.41	\$51.65
3312220	331501	Public Health Nurse - Juvenile	\$37.79	\$39.14	\$40.53	\$42.63	\$44.05	\$45.80	\$47.59	\$48.38	\$49.16	\$50.41	\$51.65
3312100	331302	Registered Nurse	\$30.07	\$31.30	\$32.52	\$33.68	\$34.70	\$35.81	\$37.02	\$38.36	\$39.66	\$41.07	\$42.11
3312110	331303	Registered Nurse - Jail	\$34.58	\$35.99	\$37.38	\$38.74	\$39.91	\$41.19	\$42.59	\$44.12	\$45.62	\$47.25	\$48.42
3312120	331304	Registered Nurse - Juvenile	\$34.58	\$35.99	\$37.38	\$38.74	\$39.91	\$41.19	\$42.59	\$44.12	\$45.62	\$47.25	\$48.42

* Advanced Registered Nurse Practitioner rates increased additional 3%.

cba Code: 310

ADDENDUM A
Washington State Nurses Association
Staff Nurses

Union Codes: R2, R2A

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

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

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

cba Code: 310

ADDENDUM A
Washington State Nurses Association
Staff Nurses

Union Codes: R2, R2A

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

Wages Effective 1/1/2019 (+2.75%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$38.24	\$39.52	\$41.34	\$42.60	\$45.18	\$46.84	\$48.60	\$50.20	\$50.93	\$52.49	\$53.80
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$43.99	\$45.43	\$47.52	\$48.99	\$51.94	\$53.86	\$55.89	\$57.72	\$58.58	\$60.37	\$61.88
3313100	332101	Advanced Registered Nurse Practitioner	\$42.69	\$44.11	\$46.17	\$47.59	\$50.41	\$52.29	\$54.26	\$56.02	\$56.83	\$58.62	\$60.09
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$49.09	\$50.74	\$53.09	\$54.72	\$57.98	\$60.13	\$62.40	\$64.43	\$65.34	\$67.39	\$69.11
3311100	331202	Licensed Practical Nurse	\$22.62	\$23.19	\$23.79	\$24.32	\$24.99	\$25.76	\$26.21	\$26.92	\$27.57	\$28.22	\$28.94
3311110	331203	Licensed Practical Nurse - Jail	\$26.02	\$26.68	\$27.35	\$27.98	\$28.74	\$29.62	\$30.15	\$30.95	\$31.71	\$32.46	\$33.27
3308100	330802	Nurse Recruiter	\$38.24	\$39.52	\$41.34	\$42.60	\$45.18	\$46.84	\$48.60	\$50.20	\$50.93	\$52.49	\$53.80
3312200	331402	Public Health Nurse	\$34.53	\$35.77	\$37.03	\$38.95	\$40.23	\$41.85	\$43.48	\$44.21	\$44.91	\$46.04	\$47.18
3312210	331403	Public Health Nurse - Jail	\$39.70	\$41.12	\$42.58	\$44.79	\$46.28	\$48.12	\$50.00	\$50.83	\$51.65	\$52.96	\$54.26
3312220	331501	Public Health Nurse - Juvenile	\$39.70	\$41.12	\$42.58	\$44.79	\$46.28	\$48.12	\$50.00	\$50.83	\$51.65	\$52.96	\$54.26
3312100	331302	Registered Nurse	\$31.60	\$32.88	\$34.16	\$35.39	\$36.46	\$37.63	\$38.89	\$40.30	\$41.67	\$43.14	\$44.24
3312110	331303	Registered Nurse - Jail	\$36.33	\$37.81	\$39.27	\$40.70	\$41.93	\$43.28	\$44.75	\$46.35	\$47.93	\$49.64	\$50.87
3312120	331304	Registered Nurse - Juvenile	\$36.33	\$37.81	\$39.27	\$40.70	\$41.93	\$43.28	\$44.75	\$46.35	\$47.93	\$49.64	\$50.87

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

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

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

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

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

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

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

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

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

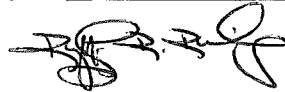
NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. **Scope of Agreement.** This Agreement shall apply to all county employees represented by the Unions signatory hereto (“the Parties”), with the exception of employees represented by the Amalgamated Transit Union, Local 587, and the King County Police Officers’ Guild. In addition, this Agreement shall apply to any non-represented County employees identified by Council to be treated in the same way as the represented employees covered by this Agreement. All employees to which this Agreement applies shall be referred to as “JLMIC-Eligible Employees.”
2. **Continuation of JLMIC Protected Fund Reserve.** The balance of the 2016 JLMIC Protected Fund Reserve (“PFR”) shall be carried over to this Agreement and the PFR shall continue to be maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases to the cost of those insured benefits for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.
3. **County Funding Rate.**
 - A. **2017.** Commencing on January 1, 2017, the County shall maintain the same funding rate contributed in 2016 (i.e., \$1,465 per month) on behalf of each JLMIC-Eligible Employee.
 - B. **2018.** Commencing on January 1, 2018, the County shall contribute four percent (4%) more than was contributed in the prior year (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.
4. **Insufficient County Funding.** To the extent that the County’s funding rate identified in Paragraph 3, and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, are at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible Employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.
5. **Excess County Funding.** To the extent that the County’s funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provide greater funding than is necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the Parties agree that the excess shall be added to the PFR.

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

11. **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2019) no later than January of 2018.
12. **Agreement To All Provisions.** This Agreement supersedes any statutory or contractual provision in any existing contract that in any way conflicts with this Agreement.
13. **Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer VEBA benefits to JLMIC-Eligible Employees consistent with the program parameters outlined in the attached Memorandum of Agreement (Attachment C).
14. **Total Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party that is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
15. **Term.** This Agreement shall be in effect, upon approval of the King County Council, from January 1, 2017, through December 31, 2018.

APPROVED this 30th day of AUGUST, 2017.



Dwight R. Rively FOR

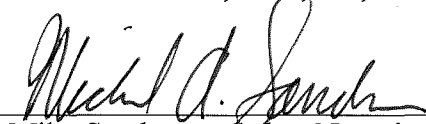
By: King County Executive

SIGNATORY ORGANIZATION:



7/19/17

Hanna Welander, BSN, RN, Nurse Representative



7/17/17

Mike Sanderson, Labor Negotiator/Attorney

ADDENDUM B
Attachment A

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

ADDENDUM B

Attachment B

<i>Summary</i>	Group Health Gold	Group Health Silver	Group Health Bronze
<i>Annual Deductible</i>	\$0	\$0	\$0
<i>Office visit Copay</i>	\$20	\$35	\$50
<i>Network Emergency Room Copay</i>	\$100	\$100	\$100
<i>Inpatient Hospital Copay</i>	\$200 then 100%	\$400 then 100%	\$600 then 100%
<i>Annual Out-of-Pocket Maximum</i>	\$1,000/person \$2,000/family Rx copay does not count towards annual out-of-pocket max	\$2,000/person \$4,000/family Rx copay does not count towards annual out-of-pocket max	\$3,000/person \$6,000/family Rx copay does not count towards annual out-of-pocket max
<i>Retail Prescription Drug</i>	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand
<i>Lifetime maximum</i>	No limit	No limit	No limit

ADDENDUM B
ATTACHMENT C
MEMORANDUM OF AGREEMENT

By and Between

King County and the Joint Labor Management Insurance Committee

Regarding

HRA VEBA

Elections and Health Benefits for 2015 and 2016

For Represented Benefits-Eligible Employees

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

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

Whereas, the parties have negotiated in good faith; now

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

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

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

Joint Labor Management Insurance Committee VEBA Memorandum of Agreement

000U0114_VEBA 000U0116_HealthBenefits_2017-2018_Attachment C-VEBA

310C0117_Addendum B_310U0317_000U0116R_HealthBenefits_2017-2018_Attachment C

Page 1

ADDENDUM B
ATTACHMENT C

The following options are currently available to participating bargaining units:

a. Sick Leave Cash Out at Retirement VEBA Option: If a retiring employee is in a VEBA bargaining unit that has opted to participate in the HRA VEBA Plan and has elected this option, the County will transfer funds equal to that participating employee's cash out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

b. Vacation Cash Out at Retirement Option: If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA and has elected this option, the County will transfer funds equal to fifty (50) percent of that participating employee's cash out of eligible vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds in the HRA VEBA Plan will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

The following conditions (as well as any additional conditions required by law) apply to this Option:

- All benefit-eligible union members must complete HRA VEBA enrollment forms to establish HRA VEBA accounts.

ADDENDUM B
ATTACHMENT C

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

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

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

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

ADDENDUM B
ATTACHMENT C

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year. Bargaining Units that are participating in the HRA VEBA Plan and wish to terminate, or who wish to change their options, may do so via the above referenced election process and agreed upon reporting process. Union representatives must notify the King County BPROS no later than the last Friday in June of 2014 and 2015, using the County's standardized VEBA elections report form, of the VEBA Program Option election results for each County identified bargaining unit.

Bargaining units that are not currently participating in the HRA VEBA Plan may elect to participate in the HRA VEBA Plan effective January 1, 2015, by following the VEBA election and reporting process outlined in this Memorandum of Agreement.

2. Irrevocability. Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, his/her spouse, and eligible dependents until exhausted, as provided for by the terms of the HRA VEBA Plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.

3. The parties agree that a standardized VEBA elections process is in their best interests and that they consequently may meet from time to time in JLMIC to discuss changes that may contribute to the efficiency of this process.

4. Total Agreement. This Agreement is the complete and final agreement on the subject of VEBA elections (in addition to any applicable collective bargaining agreement provisions) between the parties, and may be modified or amended only by a written amendment executed by all parties hereto.

ADDENDUM B
ATTACHMENT C

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

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

ADDENDUM C
MEMORANDUM OF AGREEMENT
BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION IN
PUBLIC HEALTH – SEATTLE & KING COUNTY

RE: COMMITTEE ON FLEXIBLE STAFFING

Community Health Services (CHS) employs Public Health Nurses at Public Health Centers. Due to structural funding problems at the Centers, CHS is exploring new and creative ways to appropriately staff clinics, meet patient needs, support staff, and develop long term operational strategies to remain financially sustainable. Public Health Nurses have expressed interest in having greater autonomy over scheduling so that they can exercise their independent, professional judgment in determining the appropriate course of action regarding patient care and so that they can achieve a healthy balance between their duties at work and their lives away from work.

To this end, the parties agree to create a Committee on Flexible Staffing within thirty (30) days of WSNA's ratification of the parties' collective bargaining agreement to explore, in a collaborative fashion, new approaches to scheduling to meet these needs. Public Health will designate up to four management representatives to be members of the Committee. WSNA will designate up to four nurses to be members of the Committee. The WSNA Nurse Representative and the King County Labor Negotiator may also attend the meetings. The meeting will be co-facilitated by one of the management members and one of the WSNA representatives on the Committee.

The first meeting of the workgroup will be held within sixty (60) days of WSNA's ratification of the parties' collective bargaining agreement. The expectation of both management and WSNA is that the Committee will complete its work and make mutually agreeable recommendations to the County and WSNA within four months of the first meeting.

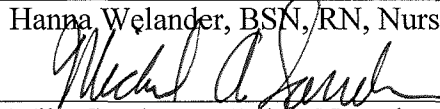
For the Washington State Nurses Association, Staff Nurses:



Hanna Welander, BSN, RN, Nurse Representative

7/19/17

Date

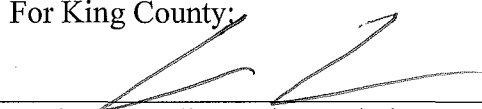


Mike Sanderson, Labor Negotiator/Attorney

7/17/17

Date

For King County:



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

7/27/17

Date

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

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

Agreement Regarding Alternative Schedule Agreement and Shift Premium:

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

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

I. Day shift - no premium earned for any hours worked between 0600 and 1400

II. Evening shift - Employees are eligible for evening premium for hours worked between 1400 and 2200

III. Night shift - Employees are eligible for night premium for hours worked between 2200 and 0600.

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

I. Day shift - no premium earned for any hours worked between 0615 and 1415.

II. Evening shift - Employees are eligible for evening premium for hours worked between 1415 and 2215.

III. Night shift - Employees are eligible for night premium for hours worked between 2215 and 0615.

Agreement Regarding Alternative Schedule Agreement Duration:

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

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

Agreement Regarding Reporting Time Worked Based on Actual Hours:

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

Additional Provisions:

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

Temporary pattern changes will be allowed with the following restrictions:

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

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

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

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

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

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

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

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

hours.

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

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

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

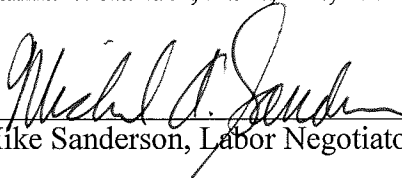
For the Washington State Nurses Association:



Hanna Welander, BSN, RN, Nurse Representative

7/19/17

Date



Mike Sanderson, Labor Negotiator/Attorney

7/17/17

Date

For King County:



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

7/27/17

Date

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

Subject: Elimination of Meal Service in Jail Facilities

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

For the Washington State Nurses Association:



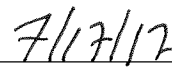
Hanna Welander, BSN, RN, Nurse Representative



Date

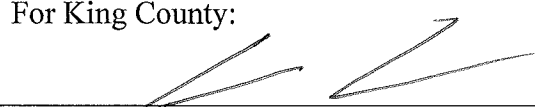


Mike Sanderson, Labor Negotiator/Attorney

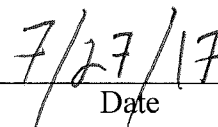


Date

For King County:



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



Date

ADDENDUM F

Memorandum of Agreement

By and Between

King County

and

Washington State Nurses Association

Representing Staff Nurses in

Seattle-King County Public Health and Department of

Adult and Juvenile Detention

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

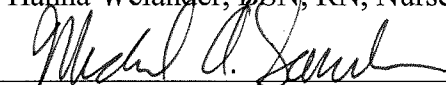
King County and the Washington State Nurses Association, representing Supervisors and Managers in Seattle-King County Public Health, agree employees under the collective bargaining agreement effective January 1, 2017 through December 31, 2019, who choose to use their own personal vehicles and park at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

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

For the Washington State Nurses Association, Staff Nurses:



Hanna Welander, BSN, RN, Nurse Representative



Mike Sanderson, Labor Negotiator/Attorney

7/19/17

Date

7/17/17

Date

For King County:



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

7/27/17

Date