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

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

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

ARTICLE 3: RECOGNITION, BARGAINING UNIT MEMBERSHIP AND DUES

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

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

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

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

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

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

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

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

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

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

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

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

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

provide information on the Association and the contract.

ARTICLE 4: RIGHTS OF MANAGEMENT

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

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

ARTICLE 5: EMPLOYMENT PRACTICES

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

former classification, this section shall not prevent a promoted nurse from utilizing the grievance procedure to challenge the interpretation or application of this section.

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

Section 5.6 ***Transfers:*** When the Department intends to transfer a position or employee from one sector or site to another, the Department will first seek a volunteer for transfer. If there is no volunteer, the Department will transfer the least senior, appropriately qualified employee in the job classification. The Department may transfer an employee as part of a disciplinary action subject to the just cause provision of this Contract or to address issues of employee safety and security (e.g., pending investigation or mitigation of a hostile work environment). Such transfers will be made by the Division Manager with notice to the Association.

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

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

Section 5.8 ***Staffing:*** The Employer recognizes that implementing a joint labor/management partnership for consideration and review of staffing issues produces a better work environment that

ensures that patients and clients receive quality care and that there is recruitment and retention of LPNs, RNs, PHNs, APNSs, Nurse Recruiters, and ARNPs. Upon request of either party, staffing issues may become a standing agenda item at Local Conference Committees and/or Labor-Management Committees. The Employer will inform the Association through the Conference Committees if changes in the general staffing plan for nursing are considered. Such changes will be thoroughly discussed and any changes to the general staffing plan shall maintain community standards of care.

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

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

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

ARTICLE 6: GRIEVANCE PROCEDURE

Management recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision. The employee and the immediate supervisor are encouraged to make

every attempt to appropriately resolve issues of concern between themselves in a timely manner prior to filing a formal grievance. Upon timely request by an Association representative to the Department's Human Resources Section, the time period for initial filing of a grievance may be extended for a mutually agreed time, to allow for efforts to resolve a potential grievance. Employees will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

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

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

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

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

mediation session(s) can be used against them during the arbitration proceedings.

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

Step 2. ***Division Manager/Jail Health Services (JHS) Section Manager:*** If the grievance has not been satisfactorily resolved by the response from the immediate supervisor, the employee and his/her representative shall then present the grievance to the Division Manager/JHS Section Manager with a copy to the Department's Human Resources Section. The written grievance shall include the Step 1 grievance statement and the immediate supervisor's response. The Division Manager/JHS Section Manager or designee shall meet with the employee if the employee so requests. If the employee requests a meeting, the Division Manager/JHS Section Manager or designee will contact the employee (and Association representative if appropriate) within ten (10) working days of

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

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

Step 3.1 ***Grievances of Disciplinary Action:*** Grievances over suspension, demotion, or discharge for cause shall be filed at Step 3 within ten (10) working days of the written notification to the employee, or the effective date of the disciplinary action, whichever occurs later. The

Department Director or designee shall process disciplinary grievances and Association grievances according to the same procedures for meeting and response, as set forth for Step 1 and Step 2 grievances.

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

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

a. Identification of section(s) of Agreement allegedly violated.

b. Details or nature of the violation.

c. Position of party who is referring the grievance to arbitration.

d. Questions which the arbitrator is being asked to decide.

e. Remedy sought.

Should arbitration be chosen, the Association and the Labor Relations Director or his/her designee shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the list by both the County representative and the Association, each

alternately striking a name from the list until only one remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

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

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

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

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

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

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

ARTICLE 7: JOB TITLES AND RATES OF PAY

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

Section 7.2 ***Wage Rates:***

Section 7.2.1 ***2013 Wage Increases:*** Effective January 1, 2013, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA is equal to 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the Current year). The minimum increase (floor) will be zero (0) percent and there will be no limit on the maximum increase (ceiling). For 2013, the COLA is 3.09%. The rates of pay for 2013 shall be as set forth in Addendum A, Base Rates of Pay.

Section 7.2.2 ***2014 Wage Increases:*** Effective January 1, 2014, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA is equal to 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the Current year). The minimum increase (floor) will be zero (0) percent and there will be no limit on the maximum increase (ceiling).

Section 7.2.3 ***Step Increases:*** Annually on January 1, non-probationary regular and term-limited temporary employees who are not at the top step will advance to the next higher step on the

salary range. After enactment of this Agreement, temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee's anniversary date.

Section 7.2.4 ***Probation and Step Increases:*** Appointment as a career service employee is accomplished only after the employee successfully completes a probationary period of six (6) months. The Department may extend a nurse's probationary period for up to an additional six (6) months, provided that notice of the extension is provided to the employee and the Association prior to the expiration of the first six (6) month period. A probationary employee, regardless of which step he or she is placed on, appointment will advance to the next higher step upon completion of probation.

Section 7.2.5 ***Probation and step increases for Part-time and temporary employees:*** The following provisions apply to part-time and temporary employees who are appointed to regular career service positions: A part-time and temporary employee who has worked for 1,044 hours without a break in service, will be evaluated and may be given credit for up to one-half (1/2) of the required probationary period provided the per diem work is in the same classification, upon the approval of the Department Director or designee. For example, in cases where a six (6) month probationary period is required, a nurse may be given up to three (3) months credit toward the completion of the probationary period. Part-time and temporary nurses who are not provided credit towards completion of the probation period shall be provided a written explanation for the justification therefore.

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

Section 7.2.6 ***Longevity Premium*****:** Full-time regular and part-time regular nurses shall receive the following longevity premiums based upon their length of service with the Department.

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

Longevity premium 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.

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

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

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

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

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

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

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

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

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

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

Section 7.5.3 Part-time and temporary employees, other than probationary, provisional and term-limited employees, who exceed the calendar year working hours threshold defined in Article 21 shall receive compensation in lieu of leave benefits at the rate of 15% of gross pay for all hours worked, paid retroactive to the first hour of employment and for each hour worked thereafter. The employee will also receive a one-time only payment in an amount equal to the direct cost of three months of insured benefits, as determined by the director, and, in lieu of insured benefits, an amount prorated to an hourly equivalent based on the employee's normal work week for each hour worked thereafter. Such additional compensation shall continue until termination of employment or hire into a full-time regular, part-time regular or term-limited position. Further, employees receiving pay in lieu of insured benefits may elect to receive the medical component of the insured benefit plan, with the cost to be deducted from their gross pay; provided, that an employee who so elects shall remain in the selected plan until termination of employment, hire into a full-time regular, part-time regular, or term-limited position, or service of an appropriate notice of change or cancellation during the employee benefits annual open-enrollment.

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

Section 7.6 ***Professional Liability Insurance:*** Employees covered by this Agreement are

covered by the liability protection as provided in the King County Code for acts committed in good faith and within the scope of their official County duties.

Section 7.7 ***Licensing/Certification Requirements - Condition of Employment:*** All nurses must meet licensing and certification requirements as a condition of hire and continued employment. Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with the Department. Nurses failing to maintain necessary licenses or certifications will be demoted from 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 7.8 ***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 7.9 ***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	0620 - 1420	0700 - 1500
Evening Shift	1400 - 2200	1420 - 2220	1500 - 2300
Night Shift	2200 - 0600	2220 - 0620	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. Shift differential pay does not apply to employees on alternate schedules as provided in Article 13.4.

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 FLSA.

Section 7.10 ***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 beginning with the night shift on Friday and through evening shift on Sunday.

Weekend premium 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.

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

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

Section 7.12 ***Assignment Rates:*** Bargaining unit positions in Jail Health Services will

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

The JHS rate is a "base" or "regular" rate of pay and is payable for paid leave and holiday pay. Additionally, JHS Assignment Rate 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 7.13 ***Preceptor Assignments:*** Nurses assigned as preceptors shall be paid one dollar ($1.00) per hour more than their normal hourly rate and in accordance with Article 15.5. This premium pay shall only be due for hours actually worked and not for paid leave benefits. Preceptor premium 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. The Department shall reduce to writing the length of each preceptor assignment.

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

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

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

transfers to titles in the Association-represented, Supervisory bargaining unit.

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

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

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

Section 7.18 ***Bilingual Premium Pay:*** Employees may be assigned in writing to provide bilingual, interpreter and/or translation services to the Department and shall receive a premium of fifty dollars ($50) per month. The assignment will be renewed annually and may be terminated at any time. It is understood by the parties that the work performed by the bilingual speaker provided for under this section shall not supplant the work of the Medical Interpreter/Translator. If the bilingual premium pay for other employees working in Public Health is increased, then such increase will be extended to employees covered by this Agreement at the same time. Bilingual premium 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.

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 Agreement by County Council.

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

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

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

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

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

of an employee in active service, such payment will be made to the estate of the deceased employee.

Section 8.9 ***Vacation in Conjunction With Leave of Absence:*** When an employee has exhausted his/her sick leave balance, she/he has the option of using vacation for further leave in excess of that leave already provided for in Article 10, Sick Leave and Leaves of Absence, Section 6, Family and Medical Leave, with approval of the Division Manager/JHS Administrator.

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

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

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

employee and the Department Director or his/her designee.

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

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

ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE

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

a. Illness or injury which has incapacitated the employee from performing regular duties.

b. Disability due to pregnancy and/or childbirth.

c. Medical or dental appointments.

d. Care for the employee's child under the age of eighteen who has a health condition that requires medical treatment or supervision. Consistent with Chapter 49.12.270-295 RCW, and implementing rules, employees shall be entitled to use accrued sick leave, vacation, or personal holidays - at the employee's discretion - to care for a child with a health condition that requires

treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

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

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

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

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

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

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

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

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

Employer.

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

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

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

Section 10.6 ***Family and Medical Leave:*** Up to eighteen weeks of unpaid leave will be granted in a rolling twelve (12) month period (a rolling twelve (12) month period as measured backwards from the date an employee starts Family and Medical Leave). Family and Medical Leave benefits shall be as provided in the King County Family and Medical Leave Ordinance (KCC 3.12.220 and Personnel Guidelines 14.4.5) and administered in accordance with the King County Personnel Guidelines. The County agrees to maintain existing Family and Medical Leave benefits during the term of this Agreement.

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

Section 10.6.1 ***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 10.6.2 ***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 10.6.3 ***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 October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for required military duty, training or drills, including those persons in the National Guard. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive his or her normal pay.

Section 10.8 ***Military Spouse Leave*****:** Pursuant to RCW 49.77.030, during a period of military conflict a nurse who is the spouse of a member of the armed forces of the U.S., or the National Guard or Reserves, who has been notified of an impending call or order to active duty or has been deployed, is entitled to a total of fifteen (15) days of unpaid leave per deployment. Fifteen days of unpaid leave will be granted after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment.

Any combination of leave without pay, compensatory time, vacation leave, sick leave and/or personal holiday may be used, at the nurse's discretion. Nurses must provide the employer with notice, within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment, of the nurse's spouse's intention to take such leave under the circumstances stated above.

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

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

Section 10.11 ***Domestic Violence Leave:*** Pursuant to RCW chapter 49.76, if nurses are victims of domestic violence, sexual assault or stalking, they may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services

assistance. Nurses who are family members of a victim may also take reasonable leave to help such family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any available paid time off (sick leave, vacation, etc.). The nurse must provide advance notice of his/her need for such leave. In the event of an emergency or unforeseen circumstances precluding advance notice, the nurse or his/her designee must provide the Employer notice of the need for such a leave no later than the end of the first day that the nurse takes such leave. If the Employer requests, the nurse may be required to provide verification of the need for such leave and familial relationship (e.g. a birth certificate, police report, court order, or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the nurse has a dating relationship.

ARTICLE 11: BEREAVEMENT LEAVE

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

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

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

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

- Children
- Parents
- Siblings
- Grandchildren
- Grandparents
- Spouse or domestic partner
- Children of spouse or domestic partner
- Parents of spouse or domestic partner
- Siblings of spouse or domestic partner
- Grandchildren of spouse or domestic partner
- Grandparents of spouse or domestic partner
- Legal Guardian

ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN

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

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

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

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

ARTICLE 13: HOURS OF WORK AND OVERTIME

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

Section 13.2 ***Work Week:*** The basic work week shall begin at 12:00 a.m. Sunday and end at

11:59 p.m. Saturday. Any shift which begins before 12:00 a.m. Sunday will be considered entirely within the work week in which the shift begins. Other seven day work week beginning and ending times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule). 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:*** All work performed 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. For part time and temporary employees, overtime pay shall be due for all hours worked over forty (40) in any one seven (7) day work week. The Department will make a good faith effort to minimize the use of overtime. In addition, the Department will follow RCW 49.28.140, Mandatory Overtime Prohibited, with respect to Jail Health Services overtime.

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

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

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

4 - 10 hour work days

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

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

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

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

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

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

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

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

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

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

e. Employee participation shall be on a voluntary basis.

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

Section 13.4.4 ***MRJC Memorandum of Agreement Regarding 10-, 11-, and 12-hour Shifts:*** The parties agree that the terms of the Memorandum of Agreement regarding 10 and 12-hour shifts

for nurses working at the Maleng Regional Justice Center, attached hereto as Exhibit A, shall be incorporated as part of this Agreement and have 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 timely notice of schedules and schedule changes. To that end, the Department shall make reasonable efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect. Prior to changing an employee's regularly scheduled day off, the supervisor shall first contact the employee to discuss said change.

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

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

Section 13.6.2 ***Jail Schedules:*** The Department recognizes the need to give employees timely notice of schedules and schedule changes. To that end, the Department shall post the final schedule at least ten (10) days before the schedule takes effect. 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 fourteen (14) 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 of impacted employee and supervisor.

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

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

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

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

2. If regular nurses are regularly required to work outside their specific budgeted FTE (80 hrs/2 week = 1.0 FTE, *within .2 FTE of the position held by the impacted employee*), the Association may request that the position be reviewed to determine whether it is feasible to increase

or decrease the position's FTE. If such change is jointly determined, the Department Director shall make a request to the Budget Office.

ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION

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

Out-of-class 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.

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

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

ARTICLE 15: CONFERENCE COMMITTEES

Section 15.1 ***Local Conference Committees:*** The Department jointly with the elected representative of the employees covered by Addendum A of this Agreement shall establish a Local Conference Committee at each work site to assist with mutual problems regarding nursing personnel and client care, and for the purpose of discussing and facilitating the resolution of all problems which

may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. The function of the committee shall be limited to an advisory rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as mutually agreed and operate according to mutually agreed ground rules. The Committee shall consist of three representatives of administration and three representatives of the employees (one of whom may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as needed depending on the issues to be discussed. A local conference committee may refer subjects to the Executive Conference Committee.

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

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

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

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

Association representatives to the Conference Committees and Nursing Practice Committee

shall be provided release time with pay to attend meetings.

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

Section 15.5.1 A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health Nurse, Advanced Practice Nurse Specialist, Nurse Recruiter or Advanced Registered Nurse Practitioner with at least one year of continuous relevant experience who is assigned specific responsibility for planning organizing, teaching, and evaluating the new skill development of a 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 association in improving the quality and availability of nursing service and health care or training as defined by American Medical Association standards and/or American Nursing Association standards. Conferences or portions of conferences relating solely to union business are not considered professional meetings.

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

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

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

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

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

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

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

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

Jail Health Services (JHS) Sector; Sites include:

King County Correctional Facility
Regional Justice Center Jail

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

North
Northshore
Eastgate
Downtown Seattle
First Hill
Harborview Medical Center
Columbia

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

Renton
Kent
Federal Way
Auburn
Roxbury
White Center

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

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

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:

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

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

c. The employee may displace (bump) the least senior employee in the same job class

within the same Employment Sector, provided the employee is qualified for the position and has more seniority than the incumbent employee. A Nurse Practitioner without prescriptive authority shall not bump a Nurse Practitioner with prescriptive authority. A nurse who is based in and works in the North and South sectors has the right to bump the least senior nurse and may be bumped by a more senior nurse from either the North or South sector. A float pool nurse has the right to bump the least senior nurse in the North or South Sector and may be bumped by a nurse from either the North or South sector in accordance with the terms of this Agreement. The employee must serve a six-month trial service period as defined in Section 21.27 if the new position is in a different division or program from the position from which the employee was laid off. In the event the employee does not successfully complete trial service, or the employee determines the new position is not a good fit, the employee will be afforded the layoff option provided under Section 3.e of this Article.

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

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

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

Section 17.4 When the Department determines to eliminate, reduce, or increase the hours of

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

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

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

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

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

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

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

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

Section 17.7 Employees who transfer or bump into a position due to a layoff shall not serve a probation period; however, the employee will serve a six-month trial service period, as defined in section 21.27, if the new position is in a different classification or in a different division or program. In the event the employee does not successfully complete trial service or the employee determines the new position is not a good fit, the employee will be afforded the layoff option provided under Section 3.e. of this Article.

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

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

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

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

ARTICLE 18: SAVINGS CLAUSE

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

ARTICLE 19: WAIVER CLAUSE

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

ARTICLE 20: SAFETY STANDARDS

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

Section 20.2 ***WISHA Standards:*** All work shall be performed in a competent manner in

accordance with the Washington Industrial Safety and Health Act (WISHA).

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

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

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

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

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

ARTICLE 21: DEFINITIONS

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

Section 21.2 ***"Career service position"*** means all positions in the county service except for those which are designated by Section 550 of the charter as follows: All elected officers; the county auditor, the clerk and all other employees of the county council; the county administrative officer; the chief officer of each executive department and administrative office; the members of all boards and commissions; administrative assistants for the executive and one administrative assistant each for the county administrative officer, the county auditor, the county assessor, the chief officer of each executive

department and administrative office and for each board and commission; a chief deputy for the county assessor; one confidential secretary each for the executive, the chief officer of each executive department and administrative office, and for each administrative assistant specified herein; all employees of those officers who are exempted from the provisions of this chapter by the state constitution; persons employed in a professional or scientific capacity to conduct a special inquiry, investigation or examination; part-time and temporary employees; administrative interns; election precinct officials; all persons serving the county without compensation; physicians; surgeons; dentists; medical interns; and student nurses and inmates employed by county hospitals, tuberculosis sanitariums and Departments of the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 21.14 ***"Probationary period"*** means a period of time constituting the final step in the competitive screening process for career service or for promotion from one career service position to

another. An appointment to the career service, whether following successful completion of an initial probationary period of county employment or a promotional probationary period, shall not be final unless the employee successfully completes this probationary period.

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

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

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

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

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

Section 21.20 ***"Term-limited temporary employee"*** means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three years beyond the date of hire, except that for grant-funded

projects, capital improvement projects, and information systems technology projects the maximum period may be extended up to five years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

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

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

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

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

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

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

f. ***Temporary placement in regular positions:*** These are positions used to back fill regular positions for six months or more due to a career service employee's absence such as extended

leave or assignment on any of the foregoing time-limited projects.

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

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

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

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

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

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

Section 21.27 ***"Trial Service Period"*** is referenced in Section 5.4(f), "Position Vacancies", and in Article 17, "Reduction in Force/Layoff/Rehires", of the Contract. Trial Service Period is a defined period of time up to three (3) months to six (6) months in duration. The purpose of a Trial Service Period is to provide the nurse with the opportunity to acquire knowledge, training and skills necessary to competently perform in a new position. The Trial Service Period may be shortened if

management and the nurse determine the nurse demonstrates sufficient competency. Management may end the Trial Service Period if management objectively assesses that the nurse is not demonstrating sufficient progress to be able to competently perform the duties of the new position within a reasonable time period. Likewise, the nurse may end the Trial Service Period if he or she concludes the new position is not an appropriate match.

If the nurse is serving the Trial Service Period pursuant to being in a layoff situation under Article 17 and the nurse or management end the Trial Service Period for the reasons stated in the foregoing paragraph, the nurse will be placed in layoff status and will be eligible for recall for two (2) years following the date of layoff or reduction of hours (See Section 17.8). The time spent in the Trial Service Period will not count against the two year period of recall rights.

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

ARTICLE 22: WORK STOPPAGES

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

Section 22.2 ***Association's Responsibilities:*** In the event, however, that there is a work stoppage or any other interference with Department functions which is not authorized by the Association, the Employer agrees that there shall be no liability on the part of the Association, its

officers or representatives; provided that in the event of such unauthorized action they first meet the following conditions:

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

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

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

ARTICLE 23: TERM OF AGREEMENT

This Agreement shall become effective when enacted by Council through ordinance and shall not be retroactively applied, unless a different effective date is specified, and covers the period of January 1, 2013 through December 31, 2014. 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, 2014.

APPROVED this 27 day of MARCH, 2013.

By: Dow Constantine

King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

Lori Ginther-Hutt, PHN WSNA LUC	2/14/13 Date
Susanne Strommer, LPN, WSNA Vice-Chair	Date
William Johnston, RN, WSNA Secretary	2/22/13 Date
Tina Maestas, PHN	2/14/13 Date
Gaylord Furulie, RN	02/25/2013 Date
Hanna Welander, BSN RN, WSNA Nurse Representative	2/22/13 Date
Linda Machia, Labor Negotiator, WSNA	2-25-13 Date

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

WASHINGTON STATE NURSES ASSOCIATION

REPRESENTING EMPLOYEES IN

DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION

The parties, King County (hereinafter the County) and Washington State Nurses Association (hereinafter the Association) agree that the collective bargaining agreement between the parties, covering nurses represented by the Association and employed by the Department of Public Health, Seattle and King County (covering the period of January 1, 2013 through December 31, 2014), shall be the agreement covering nurses represented by the Association and employed in the Department of Adult and Juvenile Detention, Juvenile Division. All of the terms and conditions of the Public Health agreement will apply to nurses in Adult and Juvenile Detention, except as set forth in this Memorandum of Agreement. It is understood and agreed that rates of pay for nurses employed in the Department of Adult and Juvenile Detention, Juvenile Division shall be those rates defined as the Registered Nurse-Juvenile rates as set forth in Addendum A of the Public Health Agreement. In those provisions of the Public Health agreement that do apply to Adult and Juvenile Detention nurses, the terms "Department" or "Health Department" shall be construed to also mean Department of Adult and Juvenile Detention, Juvenile Division.

PART A. EXCEPTIONS

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

ARTICLE 5: EMPLOYMENT PRACTICES

Section 5.4 ***Position Vacancies***

Section 5.5 ***Change of Duties***

Section 5.6 ***Transfers***

ARTICLE 7: JOB TITLES AND RATES OF PAY

Section 7.3 ***Mileage Reimbursement/Parking***

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

Section 7.8 ***License Fees***

Section 7.13 ***Preceptor Assignments***

Section 7.14 ***Salary Step Placement for Transfer***

ARTICLE 9: HOLIDAYS

Section 9.1.1 ***JHS Staff***

ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE

Section 10.5 ***Leaves of Absence***

ARTICLE 13: HOURS OF WORK AND OVERTIME

ARTICLE 15: CONFERENCE COMMITTEES

ARTICLE 17: REDUCTION IN FORCE/LAYOFF/REHIRES

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

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

B.1. HOURS OF WORK AND OVERTIME

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

mitigate the effects of these changes.

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

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

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

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

ii. The minimum number of work hours per pay cycle is met; and

iii. The schedule change is otherwise consistent with the terms of this Collective Bargaining Agreement (unless mutually agreed to between the Union and the Employer).

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

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

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

pay period in which that third day was originally scheduled.

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

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

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

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

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

Section B.1.4. ***Overtime.*** Except as otherwise provided in this article, employees shall be paid at a rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in one day, or forty (40) hours in a one week work period, exclusive of lunch period. Normally overtime work shall require prior approval of the individual's supervisor, however, overtime work may be approved after it is performed provided sufficient justification is made.

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

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

Section B.1.7. No overtime compensation will be paid for employee-initiated training, unless

so required by the provisions of the Fair Labor Standards Act (FLSA).

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

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

Per Diem Nurse
Voluntary Nurse (Overtime/Combination)
Part-Time Nurse
Agency Nurse

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

B.2. REDUCTION IN FORCE

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

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

Section B.2.2. An employee designated for lay off within a specific classification may, on the

basis of total DAJD seniority, bump the least senior employee in any DAJD job classification previously worked and included in Addendum A of the Public Health Agreement; provided:

a. That at least a six-month probation period was satisfactorily completed; and,

b. The demonstrated job performance in the former classification was at an acceptable standard.

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

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

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

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

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

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

B.3. EMPLOYMENT PRACTICES

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

Public Health collective bargaining agreement.

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

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

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

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

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

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

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

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

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

PART C. WAGE INCREASES

Section C.1. ***2013 Wage Increases:***

Effective January 1, 2013, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA is equal to 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the Current year). The minimum increase (floor) will be zero (0) percent and there will be no limit on the maximum increase (ceiling). For 2013, the COLA is 3.09%. The rates of pay for 2013 shall be as set forth in Addendum A, Base Rates of Pay.

Section C.2. ***2014 Wage Increases:***

Effective January 1, 2014, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA is equal to 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers\ (CPI-W, July of the previous year to June of the Current year). The minimum increase (floor) will be zero (0) percent and there will be no limit on the maximum increase (ceiling).

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, 2013 through December 31, 2014. 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, 2014.

APPROVED this 27 day of MARCH, 2013.

By: Dow Constantine
King County Executive

WASHINGTON STATE NURSES ASSOCIATION:

Lori Ginther-Hutt, PHN WSNA LUC	2/14/13 Date
Susanne Strommer, LPN, WSNA Vice-Chair	Date
William Johnston, RN, WSNA Secretary	2/22/13 Date
Tina Maestas, PHN	2/14/13 Date
Gaylord Furulie, RN	02/21/2013 Date
Hanna Welander, BSN RN, WSNA Nurse Representative	2/22/13 Date
Linda Machia, Labor Negotiator, WSNA	2-25-13 Date

EXHIBIT A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

WASHINGTON STATE NURSES ASSOCIATION

REPRESENTING STAFF NURSES IN

SEATTLE-KING COUNTY PUBLIC HEALTH

REGARDING 10-HOUR AND 12-HOUR SHIFTS

AT MALENG REGIONAL JUSTICE CENTER

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

Agreement Regarding Alternative Schedule Agreement and Shift Premium:

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

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

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

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 Norm Maleng Regional Justice Center 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.

APPROVED this 27 day of MARCH, 2013.

By: Dow Constantine

King County Executive

For the Washington State Nurses Association:

Linda Machia 2-25-13

Linda Machia
Labor Negotiator, WSNA

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

KING COUNTY AND

WASHINGTON STATE NURSES ASSOCIATION

REPRESENTING EMPLOYEES IN

SEATTLE KING COUNTY PUBLIC HEALTH

USE OF AGENCY/CONTRACT NURSES

IN PUBLIC HEALTH JAIL HEALTH SERVICES

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

1. Scheduling will occur as follows:

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

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

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

2. A bargaining unit nurse may request any shift for which an agency nurse is scheduled if the nurse makes such request seven (7) or more days prior to the start of the shift for which the 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 27 day of MARCH, 2013.

By: Dow Constantine

King County Executive

For the Washington State Nurses Association:

Linda Machia

Linda Machia
Labor Negotiator, WSNA

2-25-13
Date

LETTER OF UNDERSTANDING
BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
SEATTLE KING COUNTY PUBLIC HEALTH
RE: CHS Alternative Work Schedules Meetings

The parties to this Agreement concur that it is in the best interests of the County, the Community Health Services (CHS) nurses it employs, and the public who are served by the County, to engage in the creation of guidelines that will govern alternative work schedules that are or can be made available to CHS nurses.

Meetings shall be held to discuss the creation of guidelines that will govern Alternative Work Schedules. Some of the issues, by way of example, that will need to be discussed are the operational needs of CHS Management and the need for revised work arrangements so that nurses can accommodate both personal and professional responsibilities. Management and WSNA representatives will collaborate with one another and reach agreement with respect to these guidelines.

Meeting Representatives: Public Health shall designate up to six (6) management representatives who will participate in the meetings.

WSNA will assign a team of up to six (6) CHS nurses who will participate in the meetings. The WSNA Nurse Representative and King County Labor Negotiator may also attend the meetings. The meetings shall be co-facilitated by one member of Public Health management and by one CHS nurse who is assigned by WSNA. WSNA nurses will be permitted release time for time spent in these meetings.

The first meeting shall be held within 45 days of WSNA's ratification of the parties' 2013 – 2014 collective bargaining agreement.

APPROVED this 27 day of MARCH, 2013.

By: Dow Constantine
King County Executive

For the Washington State Nurses Association:

Linda Machia 2-25-13
Linda Machia — Date
Labor Negotiator, WSNA

cba Code: 310

ADDENDUM A

Union Codes: R2, R2A

Washington State Nurses Association
Staff Nurses
Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)
Wages Effective 1/1/13

Job Class Code	PeopleSoft Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	$33.58	$34.68	$36.27	$37.41	$39.65	$41.12	$42.66	$44.06	$44.71	$46.08	$47.23
3309110	333502	Advanced Practice Nurse Specialist - Jail	$38.62	$39.88	$41.71	$43.02	$45.60	$47.29	$49.06	$50.67	$51.42	$52.99	$54.31
3313100	332101	Advanced Registered Nurse Practitioner	$36.41	$37.62	$39.37	$40.58	$43.00	$44.60	$46.28	$47.78	$48.46	$49.99	$51.24
3313110	332102	Advanced Registered Nurse Practitioner - Jail	$41.87	$43.26	$45.28	$46.67	$49.45	$51.29	$53.22	$54.95	$55.73	$57.49	$58.93
3311100	331202	Licensed Practical Nurse	$19.87	$20.36	$20.88	$21.35	$21.93	$22.61	$23.01	$23.64	$24.21	$24.78	$25.41
3311110	331203	Licensed Practical Nurse - Jail	$22.85	$23.41	$24.01	$24.55	$25.22	$26.00	$26.46	$27.19	$27.84	$28.50	$29.22
3308100	330802	Nurse Recruiter	$33.58	$34.68	$36.27	$37.41	$39.65	$41.12	$42.66	$44.06	$44.71	$46.08	$47.23
3312200	331402	Public Health Nurse	$30.31	$31.40	$32.51	$34.19	$35.32	$36.73	$38.17	$38.80	$39.43	$40.42	$41.42
3312210	331403	Public Health Nurse - Jail	$34.86	$36.11	$37.39	$39.32	$40.62	$42.24	$43.90	$44.62	$45.34	$46.48	$47.63
3312100	331302	Registered Nurse	$27.74	$28.87	$29.99	$31.07	$32.01	$33.03	$34.15	$35.38	$36.59	$37.89	$38.83
3312110	331303	Registered Nurse - Jail	$31.90	$33.20	$34.49	$35.73	$36.81	$37.98	$39.27	$40.69	$42.08	$43.57	$44.65
3312120	331304	Registered Nurse - Juvenile	$31.90	$33.20	$34.49	$35.73	$36.81	$37.98	$39.27	$40.69	$42.08	$43.57	$44.65

ADDENDUM B

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

Subject: Transition to PeopleSoft Biweekly Actual Hours Pay

This Memorandum of Agreement is made and entered into, by and between Washington State Nurses Association hereinafter, referred to as "the Association," and King County, hereinafter, referred to as "the County," and shall be effective upon ratification of the parties.

WHEREAS, the Association and the County are parties to a collective bargaining agreement (CBA), which is in effect from January 1, 2010, through December 31, 2012, AND;

WHEREAS, Article 4 of that CBA reads as follows:

> ARTICLE 4: RIGHTS OF MANAGEMENT
>
> The Association acknowledges the right of the County to define and implement a new payroll system, including but not limited to a biweekly payroll system. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make the changes necessary to implement such payroll system. The County will inform the Association thirty (30) days prior to implementation of a new payroll system and agrees to negotiate the conditions of the change if requested. AND;

WHEREAS, the King County Council adopted Ordinance 16818 on May 3, 2010, which states, "County officers and employees currently paid on a semi-monthly pay cycle shall be transitioned to a biweekly pay cycle in one or more groups on or after January 1, 2011."

NOW, THEREFORE, THE PARTIES STATE THEIR INTENT AS FOLLOWS:

The County provided the Association with timely notice of its intent to implement a biweekly payroll schedule for bargaining unit members who are currently paid on a semi-monthly schedule.

As provided in the CBA, the County is entitled to implement a biweekly payroll schedule for

employees represented by the Association.

The parties acknowledge that, as a result of transitioning the administration of payroll to PeopleSoft biweekly actual hours pay, penny variances due to mathematical rounding in earnings from projects, union deductions, tax withholdings and other calculated payroll figures may occur.

The parties acknowledge that these variances occur both in favor of the bargaining unit member and in favor of the County. These variances, which may occur as a result of the transition to PeopleSoft biweekly actual hours pay, are considered by the parties to be *de minimis* and to occur in an equitable manner, where neither party gains or pays more than they are entitled or obligated to pay.

When a County officer or employee's payroll is transitioning from a semi-monthly pay cycle to a biweekly pay cycle, the Executive is authorized to allow County officers and employees the option to elect to receive a transition payment, as set forth in Ordinance 16818, Section 3, if they meet the qualifications set forth in Subsection 2 B of the Ordinance.

County officers and employees who meet the following qualifications, on the cut-off date(s) selected by the county administrative officer are eligible to elect to receive a transition payment. Eligible county officers and employees are those who:

1. Are eligible for leave and insured benefits as provided for in K.C.C. 3.12.040;
2. Are not serving a probationary period;
3. Are in a paid status;
4. Are employed in a position that is scheduled to be funded and filled for approximately one year after the date or dates selected by the county administrative officer;
5. Have elected to receive the transition payment by the cut-off date or dates selected by the county administrative officer; and
6. Have agreed and, if applicable, whose spouse or state registered domestic partner have agreed, in writing, to repay the county for the amount of the transition payment as set forth in Ordinance 16818, Section 4.

The amount of the transition payment for an eligible employee shall be equivalent to the dollar amount reached by multiplying the employee's base rate of pay by the number of standard work hours in one work week, not inclusive of overtime. In calculating the transition payment, an employee's base rate of pay excludes any type of premium pay. Excluded premium payments include, but are not limited to, payments for shift differential, certification, merit, or any other type of additional pay.

Employees who elect to receive the transition check must request it by completing and submitting the designated forms no later than the cut-off date to be established by the County. Repayment of the transition amount shall be made to the County no later than the end of the fiscal year within which the transition amount was paid.

If an employee leaves county employment before completion of repayment of the full transition

payment amount, the outstanding balance shall be paid in full by the following methods:

1. A deduction from the final paycheck owed to the employee when he/she leaves employment; and if further payment is owed, then by

2. A deduction from any other payment owed to the employee; and if further payment is owed, then by

3. A payment directly to the County by the employee or, if applicable, his/her spouse or state registered domestic partner.

If the deductions or payments under this section do not pay the full outstanding balance, the County reserves the right to refer any unpaid amount to a collection agency or to pursue other legal means for repayment.

The County agrees to provide briefings on the progress of the transition to Union representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

The Association acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of biweekly pay with the execution of this agreement.

Upon complete execution of this agreement by all parties, it shall be effective through December 31, 2012.

For Washington State Nurses Association (Staff Nurses - Departments: Public Health, Adult and Juvenile Detention (Juvenile Detention)) [310]:

Hanna Welander
Nurse Representative

May 11, 2011
Date

For King County:

Delia Fjelstad
Labor Negotiator
Office of Labor Relations

5/11/2011
Date

ADDENDUM C

MEMORANDUM OF AGREEMENT
HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
By and Between King County and
Unions Representing King County Employees

Whereas, the parties agreed to negotiate employees' participation in the Health Reimbursement Arrangement ("HRA") Voluntary Employees Beneficiary Association ("VEBA") Medical Reimbursement Plan for Public Employees in the Northwest for 2007 through 2009; and

Whereas, the parties seek to extend and expand the HRA VEBA;

Whereas, the parties have negotiated in good faith; now

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

1. The County adopted HRA VEBA in 2007. The HRA VEBA is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a bargaining unit opts to participate in the HRA VEBA, all eligible employees in positions covered by the bargaining unit must participate.

a. Sick Leave Cash Out at Retirement. Collective Bargaining Units participating in the HRA VEBA 2007-2009 use this funding option. If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA, 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 health care-related expenses after retirement. This funding option remains in effect unless specific action is taken to amend or terminate it.

b. Collective Bargaining Units who are participating in the HRA VEBA 2007-2009 and wish to terminate may do so. Collective Bargaining Units must notify the Benefits and Retirement Operations Section no later than Friday, July 31, 2009, of their decisions on participation in the HRA VEBA funded by sick leave cash-out.

ADDENDUM C

c. Collective Bargaining Units who are not participating in the HRA VEBA 2007-2009 may elect to participate in the HRA VEBA effective January 1, 2010. Collective Bargaining Units electing the HRA VEBA for the first time must notify the Benefits and Retirement Operations Section no later than Friday, July 31, 2009, of their decisions on participation in the HRA VEBA funded by sick leave cash-out.

2. All Collective Bargaining Units that participate in the HRA VEBA may opt to add either or both of the following two new funding options to their HRA VEBA effective January 1, 2010:

a. Vacation Cash Out at Retirement. The County will transfer funds equal to 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 will be available to the member to pay for health care-related expenses after retirement.

b. Employee Contributions. Each employee will contribute $50 per month into the HRA VEBA in accordance with IRS regulations as follows. The bargaining unit's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to $50 per month which shall be calculated and contributed on a monthly basis and the employees' salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions. These VEBA contributions will be available to the member to pay for health care related expenses before or after retirement.

c. Bargaining Units electing either or both of these HRA VEBA funding options must notify the Benefits and Retirement Operations Section no later than Friday, July 31, 2009, the outcomes of these elections.

3. 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 dependents until exhausted as provided for by the terms of the plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.

4. Yearly Election. Each bargaining unit may elect to terminate or change funding options for the HRA VEBA yearly, provided that each bargaining unit must notify the Benefits and Retirement Operations Section no later than the last Friday in June of any change to be implemented the following year.

ADDENDUM C

5. Total Agreement. This Agreement may be modified or amended only by a written amendment executed by all parties hereto.

6. 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 illegibility shall not affect the validity of the remainder of this Agreement.

7. Term. This Agreement shall be effective January 1, 2010.

On behalf of King County:

Kurt Triplett

King County Executive

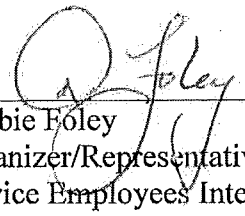
6/8/09

Date

ADDENDUM C

MEMORANDUM OF AGREEMENT
HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
By and Between King County and
Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



Debbie Foley
Organizer/Representative
Service Employees International Union, Local 925

ADDENDUM C

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HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
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By and Between King County and
Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

4/23/09

Dustin Fredrick
Business Manager
Public Safety Employees Union

ADDENDUM C

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HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
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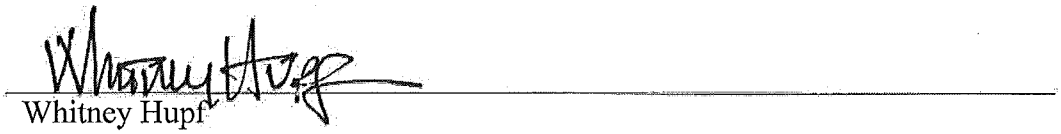
On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



Whitney Hupf
Union Representative
International Federation of Professional and Technical Engineers, Local 17

ADDENDUM C

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HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
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By and Between King County and
Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

May 1st, 2009

J. Bowen Jeffers
Business Representative
Laborers' International Union of North America, Local 1239

ADDENDUM C

MEMORANDUM OF AGREEMENT
HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
By and Between King County and
Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

Diana Prenguber 5-4-2009

Diana Prenguber
Staff Representative
Washington State Council of County and City Employees, Council 2

ADDENDUM C

MEMORANDUM OF AGREEMENT
HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
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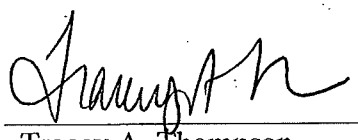
On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters
Local 117

ADDENDUM C

MEMORANDUM OF AGREEMENT
HRA VEBA
Regarding
Health Benefits for 2010 and Beyond
For Represented Benefits-Eligible Employees
By and Between King County and
Unions Representing King County Employees

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:

Randy Weaver
Vice President
King County Corrections Guild