AGREEMENT
BETWEEN
KING COUNTY
and
WASHINGTON STATE NURSES ASSOCIATION
Representing
Assistant Personal Health Services Supervisors
Personal Health Services Supervisors
Nurse Managers
PUBLIC HEALTH - SEATTLE & KING COUNTY

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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 County) and the Washington State Nurses Association (hereinafter referred to as the Association) for all employees in the Department of Public Health - Seattle and King County (hereinafter referred to as Employer or the Department), defined by the classifications listed in Addendum A of this Agreement. 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 the Seattle-King County Department of Public Health 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 the Seattle-King County Department of 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 County has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Employer 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: NONDISCRIMINATION

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 County 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, veteran's status 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 County.

Section 2.3 Avenue of Redress. Complaints or charges under this Article shall be pursued through appropriate equal employment opportunity agencies.

ARTICLE 3: RECOGNITION AND BARGAINING UNIT MEMBERSHIP AND DUES

Section 3.1 Bargaining Unit. The County hereby recognizes the Association as the exclusive collective bargaining representative for the purposes stated in RCW 41.56 of all employees employed within the bargaining unit defined by the classifications listed in Addendum A to this Agreement. This shall include all full-time regular, and part-time regular employees.

Section 3.2 Non-discrimination. The County 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 union or other employee organization.

Section 3.3 Payroll Deduction. The County 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 (10th) 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 County.

Section 3.4 Association Membership. It shall be a condition of employment that within thirty (30) days of the effective date of this Agreement all employees covered by this Agreement shall become and remain members in good standing in the Association, or pay an agency fee to the Association in lieu of membership. Each Employee covered by this Agreement and hired into the bargaining unit on or after its effective date will, on the thirtieth day following the beginning of such employment, become and remain a member in good standing of the Association, or pay an agency fee to the Association in lieu of membership.

Section 3.5 Discharge for Failure to Meet Association Membership Requirements. Failure by an employee to abide by the above provisions 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 County 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 Human Resources Director of the Department of Executive Services in writing, with a copy to the Department 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 labor agreement between the County and the Association. The Association will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County arising out of action taken or not taken by or on behalf of the County under the provisions of this Article.

Section 3.6 Non-discrimination. No employee shall be discriminated against for any lawful Association activity, including serving on an Association committee or as local unit chairperson outside of scheduled working hours.

Section 3.7 Religious Exemptions. Employees covered by this Agreement who qualify for exemption from the requirement for Association membership based upon a good faith religious belief, or bona fide religious tenets or teachings of a church or religious body, shall contribute an amount

equivalent to regular Association dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall provide the Association with a receipt as proof of payment to the non-religious charity.

Section 3.8 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 3.9 Bargaining Unit Roster. Semi-Annually, in the months of April and October, Public Health Payroll will provide to the Association, via an Excel spreadsheet attachment to email, a complete list of employees covered by this Agreement. The list will include the name, address, telephone, status, FTE, rate of pay, 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 3.10 New Employee Orientation. The local Association unit chairperson or designee will be allowed to meet during working hours for up to 30 minutes with a newly hired bargaining unit employee within the new employee's first sixty (60) days of employment, to provide information on the Association and the contract. The hiring manager will provide a copy of the hire letter to the WSNA local unit chairperson within 15 days of the date of hire.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.1 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 Employer 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 right of the Employer 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.

ARTICLE 5: 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. Employees will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances. The employee and the immediate supervisor are encouraged to make every attempt to resolve the issue of concern in a timely manner prior to filing a formal grievance.

Section 5.1 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 5.2 Process.

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 his/her Association representative. The immediate supervisor will contact the employee and an Association representative 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 verifiable injury or illness).

The supervisor shall notify the employee and the Association representative in writing of his/her decision within ten (10) working days after the meeting. If a grievance is not pursued to the next level within ten (10) working days of this notification, it shall be presumed resolved.

Step 2. Division Manager. If after thorough discussion with the immediate supervisor the grievance has not been satisfactorily resolved, the employee and his/her Association representative shall then present the grievance to the Division Manager for investigation, discussion, and written reply. The Division Manager or designee shall meet with the employee and his/her Association representative. The Division Manager or designee will contact the employee and the Association representative 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. Whenever possible, grievance meetings will be held during the employee's regular working hours. The Division Manager or designee, after consulting with the Department Director, shall make a written decision available to the aggrieved employee with a copy mailed to the Association representative within ten (10) working days after the 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 written decision, it shall be presumed resolved.

Step 3. Office of Labor Relations. If the decision at Step 2 has not satisfactorily resolved the grievance, the Association may submit the grievance in writing to the Director of the Office of Labor Relations in the King County Executive's Office. The Labor Relations Director or designee shall meet with the employee and his/her Association representative. The Labor Relations Director or designee will contact the employee and the Association representative within ten (10) working days of receipt of the written grievance, to schedule the meeting. The hearing shall be scheduled as soon as possible, but not later than thirty (30) days after receipt of the grievance. Whenever possible, grievance meetings will be held during the employee's regular working hours. The Labor Relations Director or designee, after investigation, shall make a written decision available to the aggrieved employee with a copy mailed to the Association representative within ten (10) working days after receipt of the Step 3 hearing. 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 4. Mediation and/or Arbitration. Should the decision of the Labor Relations Director or designee not resolve the grievance, the parties, prior to submitting a dispute to arbitration, may agree to select a neutral third party to serve as mediator. This agreement shall be reached within fifteen (15) days of receipt of the Step 3 response by the Association. If such agreement cannot be reached, the Association may request arbitration within forty-five (45) days of receipt of the Step 3 decision. If mediation is undertaken and is not successful, the Association may request arbitration within thirty (30) days after the mediator or one of the parties declares impasse. The arbitration request shall be submitted in writing to the Director of the Office of Labor Relations and 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 committee 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 eleven (11) arbitrators furnished by the Federal Mediation Conciliation Services. The arbitrator will be selected from the list by both the department 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:

1. 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 his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

2. No matter may be arbitrated which the County 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.

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

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

Section 5.3 Time Limits. Failure by an employee, the Association or the Employer 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. Workdays referred to above shall be defined as Monday through Friday, excluding observed holidays. If the grievant has not received a response at Step 1 or Step 2 within the time frames listed, the grievant may elevate the grievance to the next step.

Section 5.4 Back Pay Awards. Arbitration awards shall not be made retroactive beyond the date of the occurrence or non-occurrence 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 5.5 Association Grievances. A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Association and may be introduced at Step 2 of the contract grievance procedure to the Director of Public Health and be processed within the time limits set forth herein.

ARTICLE 6: WORK STOPPAGES

Section 6.1 No Work Stoppages. The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of Health 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 refusal to perform customarily assigned duties, sick leave absence which is not

bona fide, or other interference with County functions by employees under this Agreement, and should same occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 6.2 Association's Responsibilities. Upon notification in writing by the Employer to the Association that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In addition, if requested by the Employer, a responsible official of the Association shall order such Association members to cease engaging in such work stoppage.

Section 6.3 Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article shall be considered absent without leave and shall be considered to have resigned.

ARTICLE 7: JOB TITLES AND RATES OF PAY

Section 7.1 Wage Rates.

a. 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.

2013 – Effective January 1, 2013, the 2012 rates of pay for Nurse Managers shall be increased by 3.09%. Effective January 1, 2013, the 2012 rates of pay for employees other than Nurse Managers shall be increased by 2.09%. In addition, effective January 1, 2013, all employees who are not at the top step of the pay range shall advance to the next highest step.

2014 - Effective January 1, 2014, the rates of pay set forth within Addendum A of this Agreement for Nurse Managers shall be increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to ninety-five percent (95%) of the annual average growth rate of the bimonthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to July of the current year). Effective January 1, 2014, the rates of pay set for forth within Addendum A of this Agreement for employees other than Nurse Managers shall be increased by COLA, minus 1% with a 0% floor. In addition, effective

January 1, 2014, all employees who are not at the top step of the pay range shall advance to the next highest step.

2015 - Effective January 1, 2015, the rates of pay shall be increased by 2.0% for a Cost-of-Living Allowance (COLA) pursuant to the COLA and Freeze for Step and Merit/Longevity Increases Memorandum of Agreement attached to this Collective Bargaining Agreement.

2016 - Effective January 1, 2016, the rates of pay shall be increased by 2.25% for a Cost-of-Living Allowance (COLA) pursuant to the COLA and Freeze for Step and Merit/Longevity Increases Memorandum of Agreement attached to this Collective Bargaining Agreement.

b. During the term of the Agreement the Employer may convert to a bi-weekly payroll pursuant to the conditions adopted by the King County Council.

Section 7.2 Merit Pay Plan Eligibility. FLSA Exempt employees are eligible to receive merit pay step increases pursuant to the King County Merit Pay Plan for the duration of this Agreement, except that employees shall not be eligible for above-top-step merit pay. In 2015 and 2016, this provision shall be modified and superseded pursuant to the terms and conditions of the COLA and Freeze for Step and Merit/Longevity Increases Memorandum of Agreement attached to this Collective Bargaining Agreement.

Section 7.3 Salary Y-rating (Freezing) of Nurse Manager. Employees whose current base rate of pay exceeds the top step of the new range bargained for their classification shall be y-rated at their current base rate of pay until such time as new pay rates associated with their classification exceed their current rate of pay. During this time period of y-rating, employees shall not be eligible for cost of living increases. Should a Nurse Manager qualify for an annual merit increase above the top of the range as provided in K.C.C. 3.15.020, such increase may be awarded, up to a maximum of five percent above the top of the range.

Section 7.4 Position Vacancies and Transfers. Except where reassignments are made by the Employer, 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 ten (10) consecutive days; provided, however, the Employer retains the right to determine who, if anybody, shall be selected for and/or transferred to said vacancy.

a. The Department recognizes that it is preferable to fill vacancies with qualified employees from 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 recruitment for these positions in order to hire in a timely manner.

b. The Department shall announce all position vacancies with stated minimum qualifications on the Department web site (www.kingcounty.gov/health).

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

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 transfer.

f. An employee who receives a voluntary lateral transfer will not be required to serve another probationary period. However, a trial service period of up to three (3) months, or six (6) months for supervisors and Nurse Managers moving from a jail setting to a non-jail setting or vice versa may be imposed. A supervisor who does not successfully complete the trial service period shall be moved back into the supervisor's former position or an equivalent position if available. If no position is available, the employee is eligible for recall rights as if laid off. 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.

g. An employee who receives an involuntary transfer may choose to be laid off and placed on the recall list. If the employee accepts the transfer, the employee will not be required to serve a probationary period.

Section 7.5 Salary Step Placement for Transfer. Employees who transfer from the jail to a non-jail position of the same job title or from a non-jail to jail position shall remain at the same salary step number of the applicable salary range. For example, a Personal Health Services Supervisor at Step 7 on the jail salary range who transfers to a non-jail position shall be placed on Step 7 of the non-jail range.

Section 7.6 Salary upon Reclassification or Promotion. An employee who is promoted shall be placed either in the first step of the new salary range or at the step which is nearest to but not less than two steps more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new salary range. If an Assistant Personal Health Services Supervisor position is reclassified to a Personal Health Services Supervisor classification, the wage rate of the incumbent employee will be adjusted to the next step increase, similar to a promotion. When promotional movement between job titles also involves a movement to or from the jail, salary step placement shall first be determined per transfer procedures in the current job title, prior to determining the appropriate promotional salary step placement.

Section 7.7 Salary upon Reclassification or Promotion: Non-exempt Position to Exempt Position. A non-exempt employee who is promoted to an exempt position shall be placed at the pay step in the higher salary range resulting in an increase that constitutes an approximately five percent (5%) increase above the former actual base rate of pay[1]. In the event that the actual base rate of pay and longevity pay, provided in Section 7.17 of this Agreement, at the time of promotion, exceeds the new promotional rate (approximately five percent (5%) above the former actual base rate), the employee shall be y-rated (frozen) at the former actual base rate of pay and longevity pay added. In no event will an employee be placed above the maximum of the pay range.

Section 7.8 Mileage Reimbursement and Parking. An employee who is required by the Employer to provide a personal automobile for use in Health Department business shall be reimbursed for such use at the rate established by ordinance by the County Council, for all miles driven in the course of Health Department business.

For those jail nurses who travel between jail facilities and use their personal automobile, parking shall be provided downtown at the Department's expense. The Employer shall make parking options available in close proximity to the jail for employees working evening and/or night shifts.

Section 7.9 Performance Evaluations.

a. The Employer shall maintain a performance evaluation system relating to employees

[1] As for hourly employees, former actual base rate of pay (current annualized base salary) are listed in Addendum A of this Agreement.

covered by this Agreement. The performance evaluation system shall be used as a method in measuring an employee's performance in accomplishing, in the most efficient and effective manner, the goals and objectives of the Employer as they relate to employees covered by this Agreement. The performance evaluation system shall encompass performance expectations based upon the goals and objectives of the position being evaluated. The performance evaluation system to be used by the Employer will be presented to the Nurse Practice Committee for review and comment prior to adoption.

b. The performance evaluation system devised by the Employer must, among any other criteria determined by the Employer, encompass performance expectations based upon the goals and objectives of the Employer, assigned duties, Employer policies and procedures, Employer operating instructions, any written document promulgated by or adhered to by the Employer pertaining to employees covered by this Agreement, or any work practices pertaining to employees covered by this Agreement.

c. The evaluation shall be prepared on a format devised by the Employer and presented by an evaluator who has been instructed in the method of evaluation used and who has been responsible for the supervision of the evaluatee's work.

d. The evaluation must be prepared prior to, and presented 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.

e. 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.

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

Section 7.10 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 the official County duties.

Section 7.11 Standby Duty for Non-Exempt Employees. Employees placed on standby duty for purposes of receiving calls during their off hours shall be compensated for such standby duty by receiving ten percent (10%) of their straight-time hourly rate for all hours assigned. Employees will record all calls while on standby and will submit an overtime or compensatory time request for all hours actually worked.

Section 7.12 Licensing/Certification. All nurses must meet licensing and certification requirements as a condition of hire and continued employment. Nurses working in positions at the detention facilities (e.g., KCCF, MRJC) must obtain and maintain security clearances to those facilities. Nurses failing to maintain necessary security clearances, licenses or certifications will be demoted or terminated from employment. The Employer shall pay for the cost of the following fees for all regular full-time and part-time Supervisors and Assistant Supervisors:

Renewal for Registered Nurse License

Renewal for Nurse Practitioner License

Renewal for ANA Certification

Application and renewal fees of state authorized prescriptive authority

Section 7.13 Advance Step Hire. Employees may be hired at up to Step 10 of the salary range upon the approval of the Health Department Director. The Health Department agrees to use the general criteria developed by the conference committee: The decision of the Director is not grievable.

Supervisory and/or management experience (general) two years = 1 step with maximum of 3 steps

Program management, staff development and training QI/QA, evaluation, clinical teaching or other leadership experience (c.h. theory - RN) 2 years = 1 step with 2 step maximum

Master's degree/Ph.D./Doctorate of Nursing Practice = 1 step

Supervisory and/or management experience specific to setting 2 years = 1 step with 4 step maximum

Section 7.14 Shift Differentials for Non-Exempt Employees. A bargaining unit employee

scheduled to work in a facility or site which is staffed for 24 hour operation and scheduled to work not less than four (4) hours of his/her work shift during the evening shift or night shift, shall receive one of the following shift differentials for all scheduled hours worked during each shift.

Evening Shift	$2.50 per hour
Night Shift	$4.00 per hour

Other employees will receive the evening shift differential for all hours worked after the normal business hours of 5:00 p.m., provided that employees who request a flex schedule shall not receive a shift differential.

The above differential shall be considered part of the Supervisor'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.

The evening shift period shall normally encompass the hours from 2:30 p.m. to 10:30 p.m. The night shift period shall normally encompass the hours from 10:30 p.m. to 6:30 a.m.

Section 7.15 Jail Premium. Employees assigned to the Jail Health Services shall receive a rate of pay that is 15% (fifteen percent) higher than the salary range for other non-jail positions. The Jail Health Services rate thus becomes a "base" or "regular" rate of pay for this assignment and is included in the computation for overtime and is payable for paid leave and holiday pay.

Section 7.16 Weekend Premium for Non-Exempt Employees. A weekend premium shall be paid for all hours of work on weekends at the rate of $4.00 per hour. This premium shall not be included in the base rate of pay for purposes of determining paid leave benefits. The weekend begins with the night shift on Friday and through evening shift on Sunday.

Section 7.17 Longevity Premium. In 2015 and 2016, this provision shall be modified and superseded pursuant to the terms and conditions of the COLA and Freeze for Step and Merit/Longevity Increases Memorandum of Agreement attached to this Collective Bargaining Agreement. Full-time regular and part-time regular employees 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 employee's Step
after 10 years (120 months) of service	3% above the employee's Step
after 12 years (144 months) of service	4% above the employee's Step
after 15 years (180 months) of service	5% above the employee's Step
after 17 years (204 months) of service	6% above the employee's Step
after 20 years (240 months) of service	7% above the employee's Step

Section 7.18 Salary Upon Successful Completion of Probation. Full-time and part-time regular employees will advance to the next higher step upon completion of probation. In 2015 and 2016, this provision shall be modified and superseded pursuant to the terms and conditions of the COLA and Freeze for Step and Merit/Longevity Increases Memorandum of Agreement attached to this Collective Bargaining Agreement.

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 3 for each hour on regular pay status.

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

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

Section 8.5 Maximum Accrual.

a. An employee may accumulate a vacation balance which shall not exceed 480 hours at the end of any calendar year. Any hours in excess of 480 at the end of any calendar year shall be

removed from the employee's vacation balance.

b. Exceptions to Section 8.5(a) can be made pursuant to King County Code section 3.12.190E (cyclical work loads, work assignments or other reasons as may be in the best interests of the county) and when the Employer cancels an employee's previously scheduled vacation which has been approved by the Health Department and the Department Director concurs in such exception. The exception cannot be continued for more than three (3) months.

Section 8.6 For Non-Exempt Employees. The minimum vacation allowance to be used by an employee shall be one hour or, at the discretion of the head of the department, such lesser amount as may be approved by the department head or designee. This Section does not apply to exempt employees.

Section 8.7 Vacation Payoff upon Termination. An employee who terminates employment after more than six (6) months service shall be paid in a lump sum for any unused vacation accrued, not to exceed the maximum year-end balance. Upon the death of an employee in active service, such payment will be made to the estate of the deceased employee.

Section 8.8 Vacation Use for Medical Reasons. Where an employee has exhausted his/her sick leave balance, the employee can use vacation for further leave in excess of that leave already provided in Article 10 Sick Leave and Leaves of Absence, Section 8, Family and Medical Leave, with prior approval of the Department Director. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence unless an exception is approved by the Department Director.

Section 8.9 Vacation Requests. All vacation time shall be approved in advance in writing to the employee. A good faith effort will be made to provide the approval in a timely manner.

Section 8.10 Employees may donate vacation time consistent with the provisions of County Code.

1. Any full-time regular employee or part-time regular employee, who is employed at least half-time and receives vacation and sick leave may donate a portion of his or her accrued vacation leave to a full-time regular employee or part-time regular employee who is employed at least half-time and receives vacation and sick leave. Such donation will occur upon written request to and approval of

the donating and receiving employees' department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in a departmental hardship for the receiving department.

2. The number of hours donated shall not exceed the donor's accrued vacation credits as of the date of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

3. Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days, or due to the death of the receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff provisions contained in this chapter. For purposes of this section, the first hours used by an employee shall be accrued vacation leave hours.

4. All vacation hours donated shall be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time of re-conversion.

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

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. Day	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	
Christmas Day	December 25
Two (2) Personal Holidays	

Whenever any legal holiday 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 9.2 To minimize disruption of public services, the Employer may, on an individual basis, substitute the fourth Monday of October as Veteran's Day in lieu of the day enumerated as such in the above list.

Section 9.3 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 9.4 Holiday Premium Pay for Non-Exempt Employees. Employees who work on a holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall either be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked or be granted time off at the rate of one and one-half (1-1/2) times the hours worked (compensatory time). Compensation in the form of compensatory time must be agreeable to both the affected employee and the Department Director or his/her designee. This section does not apply to exempt employees.

Section 9.5 Personal Holidays.

a. Employees shall be granted two personal holidays per year. The first holiday shall be granted to all eligible employees employed by King County on the first of October and the second holiday shall be granted to all eligible employees employed on the first of November.

b. Personal Holidays shall be administered through the vacation plan and can be used in the same manner as any earned vacation day.

Section 9.6 Holiday Pay for Non-Exempt Employees on Alternative Work 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. Regular part-time employees scheduled to work twenty (20) or more hours per week shall be granted a proportionate amount of holiday hours. For instance, an employee scheduled to work twenty hours per week shall be granted one half, forty-eight (48) hours, of the ninety-six (96) holiday hours. This section does not apply to exempt employees.

Section 9.7 Pro-ration of Holiday Benefits (including Personal Holidays). Benefit eligible employees who are assigned to work less than 40 hours per week on a regular basis shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE

Section 10.1 Definitions.

A. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (1) Under eighteen years of age; or (2) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

B. Grandparent means a parent of a parent of an employee.

C. Parent means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

D. "Parent-in-law" means a parent of the spouse or domestic partner of an employee.

E. "Spouse" or "Domestic partner" means the partner of an employee, whether same or different gender.

Section 10.2 Accrual Rate. A uniform plan for sick leave with pay shall be granted to eligible Health Department employees. All benefit eligible employees shall accrue sick leave benefits at the rate of .04616 hours for each hour on regular pay status, up to a maximum of eight hours per month. Employees will accrue sick leave on an hourly basis to begin from the date of hire in a leave-eligible position. There shall be no limit to the number of sick leave hours an employee may accrue. Should an employee resign in good standing, separate for non-disciplinary medical reason, or be laid off, and return to County employment within two years, all accrued sick leave hours will be restored.

Sick leave credit may be used for the following reasons:

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. Pursuant to RCW 49.12.270, accrued sick leave or other paid time off including vacation or personal holidays - at the employee's discretion - may be used to care for: A child of the employee who has a health condition that requires treatment or supervision; a spouse, domestic partner, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an emergency condition.

Section 10.3 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

terms of this Agreement. The employing Department will maintain its contribution for health benefits for the employee during the period of family and medical leave. Employees may use sick leave and other paid leave for family medical reasons as provided by federal law, King County Code (KCC 3.12.220) and the Washington Family Care Act (RCW 49.12.265 - 49.12.370) and amendments thereto. As between KCC 3.12.220 and the Washington Family Care Act (WFCA), where the WFCA provides greater benefits to the employee, the provisions of the WFCA shall govern. Otherwise, KCC 3.12.220 shall apply.

Section 10.3.1 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 10.3.2 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 10.4 Abuse of Sick Leave. Abuse of sick leave shall be grounds for suspension or dismissal.

Section 10.5 Reimbursement Upon Retirement/Restoration of Sick Leave Credit

a. Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit

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/her retirement. Upon the death of an employee, either by accident or natural causes, thirty-five percent (35%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

b. If an employee resigns in good standing, is separated for non-disciplinary medical reasons, or is laid off, and returns to County employment within two years, accrued sick leave credit shall be restored.

Section 10.6 Training Leaves. The Employer and the Association agree that continuous upgrading of employee 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 study and self-improvement. To this end it shall be a policy of the Health Department where feasible and at the discretion of the Department Head to allow employees covered by this Agreement time off with or without pay and with or without related expenses to attend professional meetings and/or Association meetings and conferences which focus on job-related practice.

It is hereby agreed that Article 10, Section 5, does not, in any way, interfere with the department head's authority to grant or deny leave with or without pay and with or without related expenses.

Section 10.7 Continuing Education Time. The Employer shall provide all employees with a minimum of five (5) days of paid leave annually for purposes of attending professional meetings, seminars and classes to earn continuing education. 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. Conferences or portions of conferences relating solely to union business are not considered professional meetings.

Section 10.8 Leaves of Absence. Leaves of absence shall be administered in accordance with

the Employer Personnel Guidelines.

Section 10.9 Leaves of Absence Requests. All leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested. An employee shall not lose accrued years of seniority when granted an unpaid leave of absence for up to one year. Unpaid leaves of absence for 30 calendar days or less shall not result in a loss of service credit or an adjustment to the service date.

Section 10.10 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 from the state, or the county, city, or other political subdivision his or her normal pay.

Section 10.10.1 Military Spouse Leave. Pursuant to state law, 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 United States, 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, or of the nurse's spouse's intention to take such

leave under the circumstances stated above.

Section 10.11 Jury Duty. An employee 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/her normal (non-evening, non-night) work schedule shall notify his/her supervisor and if so directed report for work for the balance of his/her 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/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 10.12 Wellness Incentive. FLSA non-exempt employees within the bargaining unit who, in a calendar year ending on December 31st each year, use less than thirty-three (33) hours of sick leave may convert sixteen (16) hours of unused, accrued sick leave to two (2) vacation days to be used in the following year.

Section 10.13 Donation of Sick Leave. Employees may donate sick leave consistent with the provisions of County Code (KCC 3.12.223 (B).)

1. Any full-time regular employee or part-time regular employee who is employed at least half-time and receives vacation and sick leave may donate a portion of his/her accrued sick leave to a full-time regular employee or part-time regular employee who is employed at least half-time and receives vacation and sick leave, upon written notice to the donating and receiving employees' department director(s).

2. No donation shall be permitted unless the donating employee's sick leave accrual

balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

3. Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

Section 10.14 All donations of sick leave made under this section are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

Section 10.15 Sick leave hours donated shall be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time of re-conversion.

Section 10.16 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 the purpose 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. Full-time regular employees shall be entitled to three (3) working days (twenty-four hours) of bereavement leave per occurrence due to death of members of their immediate family; this is not carried over into subsequent years, but starts anew each January 1.

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 employees shall be entitled to bereavement leave 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 persons related by blood or marriage or legal adoption as follows or other relative or significant person living in the employee's household:

- Children
- Children of spouse or domestic partner
- Parents
- Parents of spouse or domestic partner
- Siblings
- Siblings of spouse or domestic partner
- Grandchildren
- Grandchildren of spouse or domestic partner
- Grandparents
- Grandparents of spouse or domestic partner
- 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 employees shall be eligible for receipt of all benefits under the County's medical, dental, vision, disability 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. Each scheduling unit may establish a flex-time work schedule within these hours. In such a flex-time schedule, the daily and weekly work schedule shall be that which is mutually agreeable to the employee and the immediate supervisor.

Section 13.3 Overtime for Non-Exempt Employees. All work performed, at the direction of the employee's Manager, over forty (40) hours in any one (1) work week or over eight (8) hours in one (1) work day, or over ten (10) hours per day depending on the employee's regular schedule, shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the regular rate of pay, or upon request of the employee and approval of the Manager, compensatory time off at one and one-half (1-1/2) times. Compensatory time balances shall not exceed 80 hours.

Section 13.4 FLSA Exempt. Employees allocated to the classification of Nurse Manager

(including Nurse Manager - Jail) and, effective January 1, 2014, employees allocated to the classification of Personal Health Services Supervisor (Clinic) are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and are not overtime eligible.

Section 13.5 Executive Leave for FLSA Exempt Employees. FLSA Exempt Employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

Section 13.6 Work Schedules. When management deems it necessary, work schedules other than a Monday through Friday schedule may be established and hours other than 40 per week may be established. The Employer acknowledges its obligation to notify WSNA and negotiate significant changes of work schedules, prior to implementation.

Section 13.7 Alternative Work Schedules. It is hereby agreed that the Employer may, upon agreement with the employee, implement alternative work schedules affecting employees covered by this Agreement. Employees, 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 at one step on the organization chart above the employee's supervisor, provided a request for such review is made in writing within ten (10) business days of receipt of the initial decision.

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).

In administering the four (4) day, forty (40) hour work week, 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.

ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION

Section 14.1 Payment for Work Out of Classification. Whenever an employee is assigned in writing 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. The rate of pay will be determined as for a promotion, in accordance with Article 7.6 or 7.7, as appropriate, of this Agreement. Proper authority shall be a supervisory employee in the line of organization outside of the bargaining unit, and if his/her position is to be filled, proper authority shall be his/her supervisor. Employees assigned to perform the duties of Nurse Manager as an Out of Classification assignment are not overtime eligible and shall be eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

Section 14.2 An employee assigned to a training position (training status) shall be under the supervision and guidance of her/his immediate supervisor, and shall not remain in the training position for more than twenty (20) consecutive normal working days.

ARTICLE 15: CONFERENCE COMMITTEE

The Health Department jointly with the elected representative of the employees covered by Addendum A of this Agreement shall establish a Supervisors' Conference Committee to assist with mutual problems regarding supervisory issues, 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 shall consist of three representatives of

administration and three representatives of the employees. Washington State Nurses Association representatives may attend meetings upon invitation or after giving prior notification to the Committee. When an issue is presented by the employee representatives of the Association at a Conference Committee, and the issue is not resolved or has not been addressed to the satisfaction of the Association within 30 calendar days, the Association may reduce the substance of the issue to writing indicating that it had been discussed in the Conference Committee and thereafter forward the issue to the Director of Public Health. The Director shall personally or through his/her designated representative respond in writing to the issue raised by the Association within 15 calendar days clarifying the position of the Department relative to the issue raised.

ARTICLE 16: NURSING PRACTICE COMMITTEE

A Nursing Practice Committee may, at the request of the Association, be established within the Seattle-King County Department of Public Health. The purpose of this Committee is to discuss possible methods and means to enhance nursing practice and patient care. The Committee is an appropriate forum to discuss definition of levels of practice. The Committee shall be composed of two (2) supervisory employees covered by this Agreement, five (5) non-supervisory employees covered by the Washington State Nurses Association Staff Nurses Agreement who shall be appointed by each of the Association's Local Units, and two (2) representatives of the Department Head, preferably the Chief of Nursing Services and a District Administrator. The Nursing Practice Committee shall meet monthly. Each Committee member shall be entitled to all paid hours for the purpose of attending the monthly meeting, and when necessary, not more than one paid hour for preparation for same each month. Such meetings shall be scheduled in advance and so as to minimize conflict with regularly assigned duties. The Committee shall prepare an agenda and keep minutes of all meetings. A copy of the agenda and minutes shall be forwarded to the Department Head as well as to each District Administrator. Upon request, employees may review the minutes of the meeting.

The Committee will not discuss matters subject to collective bargaining and shall function in a consultative capacity rather than a decision-making capacity.

Issues left unresolved may be presented by the employee or supervisory representatives in writing to the Department Director with a proposed resolution. The Director, or his/her designee, shall

respond in writing to the issue within thirty (30) calendar days.

ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/REHIRES (SUPERVISORS)

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 non-overtime compensated hours.

b. Layoff is the involuntary termination of employment due to reduction in force or reduction of work hours.

c. 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 classification. The classifications covered by this Agreement are Assistant Personal Health Services Supervisor, Personal Health Services Supervisor and Nurse Manager.

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. Break in Service is a voluntary quit, retirement or termination for just cause. Authorized paid and unpaid leaves of absence are not breaks in service.

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

Section 17.3 An incumbent employee in a position to be eliminated shall be notified at least thirty 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 at the same time as the notice to the affected employee. The employee shall be allowed fourteen calendar days to elect one of the following options:

a. The employee may accept appointment to a vacant position within the bargaining unit for which the employee is qualified. In the case of an involuntary decrease in hours, an affected employee shall be given first right of refusal over the 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 at the same salary range as the position from which the employee is laid off, and if the Department intends to fill the position.

b. The employee may voluntarily demote to a vacant bargaining unit position in a job classification with a lower maximum pay rate, provided the employee is qualified and the Department intends to fill the position.

c. The employee may elect to be laid off.

d. The employee may displace (bump) the least senior employee in the same job classification, provided the employee is qualified for the position. A Supervisor may bump the least senior employee in the Assistant Supervisor job classification, provided the Supervisor is qualified for the Assistant Supervisor position, if there is no other employee in the Supervisor job classification with less seniority than the employee to be laid off. For bumping purposes, there is no distinction between Jail and Non-jail positions.

e. A member of this bargaining unit may bump the least senior employee in a job classification within the Staff Nurses bargaining unit represented by the Association, provided, 1) the employee has completed a probationary period in that classification, 2) the employee has the required qualifications for the position, 3) the employee has greater seniority than the least senior employee in that job classification, 4) there is no position in this bargaining unit into which the employee can bump and 5) there is no more than a two year break in service between the last work day in a Staff Nurses' career service position, and the first work day in a career service position covered by this Agreement. For purposes of bumping into the Staff nurses bargaining unit, seniority shall be as defined in the Staff Nurses Agreement, and as attained by the employee on his/her last work day in a Staff Nurses career service position; A Nurse Practitioner without prescriptive authority shall not bump a Nurse Practitioner with prescriptive authority.

Section 17.4 When the Department determines to eliminate multiple positions, the incumbents in the positions to be eliminated shall select their options under Section 2 above in 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:

c. It is the intent for bumping to proceed in reverse seniority order, with the least senior employee the one to be displaced first. No employee may be bumped ahead of the least senior employee in the same job classification.

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.

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. This decision shall be final; however, an employee may request and the Chief of Nursing Services may agree to allow an employee to bump into a position for which he/she has not been deemed qualified, and serve a six months' probation period. The determination whether an employee is qualified will assume an appropriate orientation to the new position.

Section 17.7 Employees who are laid off shall be placed on a recall list for a period of two years from the date of layoff. 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. The Department will offer positions to qualified and available employees on the recall list before making any offers to persons outside the Department.

Section 17.8 The Department and/or Human Resources Division, Department of Executive Services may offer additional layoff options in accordance with the King County Workforce Management Plan, including but not limited to, placement in other King County positions as provided in the Workforce Management Plan or other County policies.

ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF/REHIRES (NURSE MANAGERS)

Section 18.1 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 non-overtime compensated hours.

b. Layoff is the involuntary termination of employment due to reduction in force or reduction of work hours.

c. 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 classification. The classifications covered by this Agreement are Assistant Personal Health Services Supervisor, Personal Health Services Supervisor and Nurse Manager.

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.

Section 18.2 When the Department determines there is a need to reduce or eliminate the working hours of the workforce, the Department shall identify by job classification and work site which positions(s) are to be reduced or eliminated.

Section 18.3 Layoff for Nurse Managers. An incumbent employee in a position to be eliminated shall be notified at least thirty 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 at the same time as the notice to the affected employee. The employee shall be allowed fourteen calendar days to elect one of the following options:

a. The employee may accept appointment to a vacant position within the bargaining unit for which the employee is qualified. In the case of an involuntary decrease in hours, an affected employee shall be given first right of refusal over the 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 at the same salary range as the position from which the employee is laid off, and if the Department intends to fill the position.

b. The employee may elect to be laid off.

Section 18.4 Bumping for Nurse Managers. (Note: For bumping purposes, there is no distinction between Jail and Non-Jail positions.) A Nurse Manager slated for lay off may displace

(bump) the least senior employee in the classification of Nurse Manager, provided the employee is qualified for the position. A Nurse Manager may bump the least senior employee in the Supervisor job classification of Assistant Personal Health Services Supervisors and Personal Health Services Supervisors, provided the Nurse Manager, 1) the employee has completed a probationary period in that classification, 2) the employee has the required qualifications for the position, 3) the employee has greater seniority than the least senior employee in that job classification, 4) there is no position in this bargaining unit into which the employee can bump. For purposes of bumping into the Assistant Personal Health Services Supervisors and Personal Health Services Supervisors positions, seniority shall be as defined in the Assistant Personal Health Services Supervisors and Personal Health Services Supervisors bargaining unit collective bargaining agreement, and as attained by the employee on his/her last work day in a Supervising Nurse career service position.

Section 18.5 Once the employee has selected an option, the selection may not be changed except by approval of the Department Director or designee.

Section 18.6 The Chief of Nursing Services shall determine which positions an employee subject to layoff is qualified to select as an option. This decision shall be final; however, an employee may request and the Chief of Nursing Services may agree to allow an employee to bump into a position for which he/she has not been deemed qualified, and serve a six months' probation period. The determination whether an employee is qualified will assume an appropriate orientation to the new position.

Section 18.7 Employees who are laid off shall be placed on a recall list for a period of two years from the date of layoff. 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. The Department will offer positions to qualified and available employees on the recall list before making any offers to persons outside the Department.

Section 18.8 The Department and/or Human Resources Division, Department of Executive Services may offer additional layoff options in accordance with the King County Workforce Management Plan, including but not limited to, placement in other King County positions as provided

in the Workforce Management Plan or other County policies.

ARTICLE 19: 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 20: 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 Employer 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 21: SAFETY STANDARDS

Section 21.1 Safe Working Conditions. Safe working conditions shall be provided in compliance with the Washington Industrial Safety and Health Act (WISHA).

Section 21.2 WISHA Standards. All work shall be performed in a competent manner in accordance with the Washington Industrial Safety and Health Act (WISHA).

ARTICLE 22: PRODUCTIVITY, PERFORMANCE AND EMPLOYMENT PRACTICES

Section 22.1 Delivery of services in the most efficient, effective and courteous manner is of paramount importance in the Health Department. As a consequence, the parties hereby recognize the Health Department's right to determine the methods, processes and means of providing service, the rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change department equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs.

Section 22.2 The Association recognizes the Employer's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, the Employer shall, within a reasonable time period prior to implementation, place said changes on an agenda of the Conference Committee for discussion.

Section 22.3 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 must notify the Nursing Office when action is taken by the Board of Nursing affecting his/her license. Nurses working in positions at the detention facilities (e.g., KCCF, MRJC) must obtain and maintain security clearances to those facilities.

Section 22.4 Progressive Discipline. 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:

a. Oral reprimand

b. Written reprimand

c. Suspension

d. 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. The nurse shall have the right

to the attendance of a representative at disciplinary and/or investigatory meetings.

Section 22.5 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.

At the employee's request, materials relating to corrective counseling will be removed from the employee's file after a twelve (12) month period, unless another act of misconduct has been committed during the twelve (12) month period.

ARTICLE 23: DEFINITIONS

Section 23.1 "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 23.2 "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 all part-time employees employed at least half time or more, as defined by ordinance, shall be members of the career service.

Section 23.3 "Employee" means any person who is employed in a career service position or exempt position.

Section 23.4 "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 23.5 "Full-time regular employee" means an employee employed in a full-time regular position and, for full-time career service positions, is not serving a probationary period.

Section 23.6 "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 23.7 "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 23.8 "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 23.9 "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 23.10 "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 23.11 "Position" means a group of current duties and responsibilities assigned by competent authority requiring the employment of one person.

Section 23.12 "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 23.13 "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 23.14 "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 23.15 "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 23.16 "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 23.17 "Working Days" for purposes of Article 5 Grievance Procedure shall be defined as Monday through Friday excluding observed holidays.

Section 23.18 "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.

ARTICLE 24: TERM OF AGREEMENT

This agreement covers the period from January 1, 2015, through December 31, 2016. The terms shall be in effect when ratified by the parties, unless a different effective date is specified. 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 or more than ninety (90) days prior to December 31, 2016.

APPROVED this 27th day of March, 2015.

By: _____

King County Executive

SIGNATORY ORGANIZATION:

_____

Ed Zercher, MN, RN, WSNA Nursing Representative

_____

Gerrie LaQuey, MN, RN, WSNA Local Unit Chair

_____

Michael Sanderson, WSNA Labor Representative

cba Code: 320

ADDENDUM A

Union Code(s): R3, R3A

Washington State Nurses Association
Supervisors and Managers - Department of Public Health

2015 Salary Schedule (+2.00%)

Job Class Code	People Soft Job Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	38.21	40.09	41.07	42.04	43.11	44.16	45.23	46.34	47.48	48.64	49.86
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	43.94	46.10	47.23	48.36	49.57	50.78	52.01	53.30	54.61	55.95	57.32
3313300	332302	Personal Health Services Supervisor (Clinic)	42.08	44.16	45.23	46.34	47.48	48.64	49.84	50.98	52.13	53.32	54.66
3313310	332303	Personal Health Services Supervisor (Jail)	48.39	50.78	52.01	53.28	54.60	55.94	57.31	58.63	59.96	61.31	62.86

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	44.52	46.68	47.80	48.93	50.11	51.33	52.56	53.83	55.10	56.44	57.83
		ANNUAL	92,601.60	97,094.40	99,424.00	101,774.40	104,228.80	106,766.40	109,324.80	111,966.40	114,608.00	117,395.20	120,286.40
3319200	333601	Nurse Manager* (Jail)	51.20	53.67	54.97	56.27	57.63	59.03	60.45	61.90	63.36	64.90	66.51
		ANNUAL	106,496.00	111,633.60	114,337.60	117,041.60	119,870.40	122,782.40	125,736.00	128,752.00	131,788.80	134,992.00	138,340.80

***Nurse Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions.

cba Code: 320

ADDENDUM A

Union Code(s): R3, R3A

Washington State Nurses Association
Supervisors and Managers - Department of Public Health

2016 Salary Schedule (+2.25%)

Job Class Code	People Soft Job Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	39.07	40.99	41.99	42.99	44.08	45.15	46.25	47.38	48.55	49.73	50.98
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	44.93	47.14	48.29	49.45	50.69	51.92	53.18	54.50	55.84	57.21	58.61
3313300	332302	Personal Health Services Supervisor (Clinic)	43.03	45.15	46.25	47.38	48.55	49.73	50.96	52.13	53.30	54.52	55.89
3313310	332303	Personal Health Services Supervisor (Jail)	49.48	51.92	53.18	54.48	55.83	57.20	58.60	59.95	61.31	62.69	64.27

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	45.52	47.73	48.88	50.03	51.24	52.48	53.74	55.04	56.34	57.71	59.13
		ANNUAL	94,681.60	99,278.40	101,670.40	104,062.40	106,579.20	109,158.40	111,779.20	114,483.20	117,187.20	120,036.80	122,990.40
3319200	333601	Nurse Manager* (Jail)	52.35	54.88	56.21	57.54	58.93	60.36	61.81	63.29	64.79	66.36	68.01
		ANNUAL	108,888.00	114,150.40	116,916.80	119,683.20	122,574.40	125,548.80	128,564.80	131,643.20	134,763.20	138,028.80	141,460.80

***Nurse Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions.

ADDENDUM B

Memorandum of Agreement
By and Between
King County
And
Washington State Nurses Association
Representing Supervisors and Managers in
Seattle-King County Public Health

Subject: COLA and Freeze for Step and Merit/Longevity Increases

King County and the Washington State Nurses Association (WSNA) agree to the following:

I. 2015-2016 COLA

The Cost-of-Living Wage Adjustment ("COLA") terms outlined below are contingent upon the successful ratification by the Washington State Nurses Association (WSNA) of the 2015-2016 Step/Merit/Longevity Increase Freeze.

Effective January 1, 2015, nurses covered by this Memorandum of Agreement ("MOA") and employed in 2015 will receive a 2.0% Cost-of-Living Wage Adjustment.

Effective January 1, 2016, nurses covered by this MOA and employed in 2015 will receive a 2.25% Cost-of Living Wage Adjustment.

II. Freeze for Step and Merit/Longevity Increases

This section is applicable to all WSNA members if:

A. The majority of WSNA members ratify this MOA; and,

B. The Unions that represent the majority of employees in Community Health Services, Prevention, and the Administration ratify the MOA Step/Merit/Longevity Increase Freeze.

Under the terms of this MOA the County will:

1. Freeze all step increases (see WSNA Wage Addendum) for no more than the years 2015 (January 1, 2015 through December 31, 2015) and 2016 (January 1, 2016 through December 31, 2016).

2. Freeze all longevity increases (see section 7.17 of the supervisor CBA) for no more than the years 2015 (January 1, 2015 through December 31, 2015) and 2016 (January 1, 2016 through December 31, 2016).

ADDENDUM B

In addition, the 2015-2016 MOT/Step/Longevity Increase Freeze shall apply to non-represented positions in Community Health Services, Prevention and Director's Office/Administration. In return, the Executive will commit to saving at least one (1) clinic and make every effort to preserve other critical regional programs the County has proposed to reduce or eliminate under the base scenario.

If by December 31, 2015, the County is able to secure additional funding to fully support clinics and programs operating at that time from any source including but not limited to the amplifier effect of patient generated revenue, funding from other jurisdictions, or any other source, the freeze to 2016 Step and Longevity increases shall be rescinded effective January 1, 2016.

This MOA expires no later than midnight, December 31, 2016.

For the Washington State Nurses Association, Supervisors and Managers:

Michael Sanderson 9/19/14

Michael Sanderson
Labor Negotiator

Date

For King County:

9/22/14

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

Date