

**UNFAIR LABOR PRACTICE COMPLAINT**Is this an amended complaint? ☐ Yes ☒ No

If Yes, enter the case number: _____

PARTIES Include information for all parties involved.

COMPLAINANT: Washington State Nurses Association

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UNION: Washington State Nurses Association

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EMPLOYER: King County

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ALLEGED VIOLATION

Indicate who the alleged violation is against:

☒ Employer ☐ Union ☐ Both*

*If the alleged violation is against both the union and the employer, two separate complaints must be filed with two statements of facts describing the alleged violation(s) against each respondent.

BARGAINING UNIT

If the alleged violation relates to more than one bargaining unit, a separate complaint must be filed for each unit.

Identify Bargaining Unit: Staff Nurses**Collective Bargaining Agreement (CBA)**Have the Parties Ever Had a CBA? ☒ Yes ☐ NoStart Date: 01/01/2025 End Date: 12/31/2025**STATEMENT OF FACTS**

Prepare and submit with this complaint a statement of facts using numbered paragraphs to clearly and concisely describe the alleged violation(s).

The following must be included:

- Specific allegations and required elements;
- Times, dates, and places of occurrences and the names of the participants;
- Whether a related grievance has been filed and its status;
- A description of the remedies requested.

For more information refer to WAC 391-45-050.

COMPLAINANT REPRESENTATIVE

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Signature		Date	10/29/2025

STATEMENT OF FACTS

1. King County (the County or Employer) is a public employer as defined by RCW 41.56 and employs professional Registered Nurses within the city.
2. Washington State Nurses Association (WSNA) is a bargaining representative as defined by RCW 41.56 and represents the nurses working for King County.
3. WSNA and King County signed a collective bargaining agreement effective January 1, 2023 through December 31, 2024, which was extended from January 1, 2025 to January 31, 2025. A copy of that CBA and the extension agreement are attached as Exhibit 1.
4. WSNA and King County agreed to a one-year extension of the CBA. The one-year extension ends on December 31, 2025.

King County Engages in Bad Faith Bargaining

5. Under the CBA, pay is calculated using an eleven-step scale based on years of experience.
6. Once nurses reach the top of the wage scale, the only wage increases available are “longevity” adjustments. Longevity adjustments are percentage increases to a nurse’s hourly wage based on the time employed by King County.
7. After 8 years of service to King County, a longevity increase of 2% above the nurse’s step is available. After 10 years, the longevity increase is 3% above their step. After 12 years, the longevity increase is 4% above their step. After 15 years, the longevity increase is 5% above their step. After 17 years, the longevity increase is 6% above their step. After 20 years, the longevity increase is 7% above their step.
8. Other employers of registered nurses in the greater Seattle area employ wage scales with more steps, typically offering wage step increases every year through thirty years of experience.
9. As a consequence of the eleven-step wage scale being shorter than industry standard, King County Public Health nurses make less money over the course of their career than nurses employed elsewhere in King County. This discrepancy becomes more pronounced the longer a nurse stays employed by King County Public Health.
10. A nurse at the top of the King County pay scale, i.e. on the senior end of the pay scale, is compensated only 46.2% more than a nurse at the bottom of a scale, i.e. a newly hired nurse. At other employers in the region, because the wage scale includes more steps, nurses at the top of the pay scale are compensated 75-87% more than nurses at the bottom of the scale.

11. In negotiations for a 2023-2024 collective bargaining agreement, WSNA raised the issue of expanding the wage scale to include additional steps. King County recognized the issue, and the parties agreed to create a committee to analyze the wage scale and any potential expansion.
12. Per Addendum G to the 2023-2024 CBA, “during the life of the CBA the parties will convene to study this issue [i.e., longevity steps] for the purpose [of] trying to align the Employer’s wage schedule with industry standard steps. The result of this work is intended to become the foundation for the parties’ next contract negotiations.”
13. Pursuant to the MOU, WSNA and King County formed a committee to study the issue of longevity steps.
14. Kristen Kussman, Ian Mikusko, Linda Burbank, Tara Barnes, Tyler Breier, Elena Schensted, Tami Nesler, Carolyn Clark, Sean Dumas, Nicole Klein, Annie Roberts, Christopher Salatka, and Zerai Asgedom represented WSNA on the longevity committee. James Crowe, Martha Castro, Quanetta West, David Clayborn, and Adriene Miller represented the County.
15. The committee met three times, with sessions on March 13, 2024, March 27, 2024, and April 8, 2024.
16. During the committee meetings, Ian Mukusko shared information about the difference in wage scales between King County and other employers of registered nurses in the greater Seattle area.
17. At the March 27 longevity committee meeting, James Crowe explained that the County was looking at a “cost-neutral” expanded wage scale.
18. In the March 27 and April 8 longevity committee meetings, James Crowe acknowledged that the King County wage scale was not comparable to other wage scales for registered nurses in the area. Crowe also discussed the logistics of potential wage scale expansion with the WSNA representatives.
19. At the April 8 session, James Crowe expressed that the County was “committed” to trying to come up with industry standard scale. The parties agreed in the April 8 session to continue a discussion of the wage scale expansion when bargaining the successor contract, i.e. the contract that would succeed the extension agreement.
20. The parties subsequently agreed to a one-year extension of the CBA. The 2025 extension provided that, “The parties met and engaged in Longevity Steps Working Committee work in early 2024, for the purpose of trying to align the Employer’s wage schedule with industry

standard steps. The result of this work will become the foundation for the parties' negotiations of a successor contract."

21. Bargaining for a new contract to follow the one-year extension began in January 2025.
22. In negotiations King County has refused to agree to add any steps beyond step eleven. WSNA has repeatedly reminded the County of its commitment to use the results of the longevity working committee as "the foundation" of negotiations for a successor contract, but over the course of more than sixteen negotiation sessions, the County has failed to make a single proposal adding any steps beyond step eleven. The County has failed to make even a cost-neutral proposal, as it alluded to in the longevity working committee.
23. In a joint negotiation session with the staff and supervisory groups on October 24, 2025, King County indicated that leadership was beginning to talk about the issue, and that a labor analyst had begun modeling out what an expanded step system might look like. The October 24, 2025 session was session number 16 for the staff group and session number 13 for the supervisory group.
24. King County's refusal to add any steps beyond step eleven is directly at odds with its commitment to use the results of the longevity committee's work as a foundation for the parties' next contract negotiations.
25. King County's failure to make any proposals for a wage scale with steps beyond step eleven, over the course of more than sixteen sessions, has delayed bargaining.
26. Additionally, WSNA has requested various pieces of information necessary to bargain over an expanded wage scale. Some of the information it has requested is necessary to enable WSNA to cost proposals related to an expanded wage scale, and to understand the possible cost implications of various approaches it might wish to explore in negotiations. As discussed below, the County has failed to respond to several of WSNA's information requests, including requests relating to longevity, and that failure has been detrimental to the parties' ability to bargain over this issue.
27. King County's refusal to make any proposals for a wage scale with steps beyond step eleven is also inconsistent with negotiating with the intention of reaching an agreement, in light of the parties' previously expressed mutual commitment to use the results of the longevity working committee as "the foundation" of negotiations for a successor agreement.
28. An employer breaches its good faith bargaining obligation when it enters bargaining with a predetermined outcome or presents a decision as a fait accompli. The County's actions reflect a pre-determined decision not to implement an expanded wage scale.

29. King County's refusal to engage in negotiations about expanding the wage scale indicates that King County never intended to alter the wage scale, despite its previous representations.

King County Refuses to Respond to Requests for Information

30. Throughout the bargaining process beginning in January 2025, WSNA has made requests for information relevant to negotiations for both bargaining units. Through these requests, WSNA seeks to discover relevant information necessary to perform its function as a representative of its members.
31. On January 24, 2025, in a written letter, WSNA asked for information requests by February 7, 2025 in paragraphs 1-20. That information request is attached as Exhibit A.
32. King County responded in part to requests 1-19 by providing relevant information on March 13, 2025, March 26, 2025, and April 2, 2025. It did not fully respond to request 1.
33. WSNA asked in request 20 from the January 24 letter for "any personnel regulations or ordinances applicable to the process of making selections for promotional positions, within the meaning of Art. 11.3" by February 7, 2025.
34. At the time of writing, King County has not responded to request 20.
35. In a letter dated February 27, 2025, WSNA asked for the following information by March 10, 2025:
- a. Request 21 asked for "copies of the contracts [King] County has entered into with any agencies used to supply agency nurses, including both contracts with the agencies and with the individual agency nurses."
 - b. Request 22 asked for "the amount the County has spent on agency nurses every year from 2022, 2023, and 2024."
 - c. Request 23 asked for "the number of agency nurses that have been employed every year for 2022, 2023, and 2024."
 - d. Request 24 asked for "the number of short-term temps that have been employed in the bargaining unit from 2022, 2023, and 2024, identifying the number in each classification each year."
 - e. Request 25 asked for "the number of nurses receiving certification premiums each year from 2022, 2023, 2024."
 - f. Request 26 asked for "the number of nurses receiving bilingual pay."

That information request is attached as Exhibit B.

36. At the time of writing, King County has not responded to requests 21-26.

37. On April 16, 2025, in a written letter, WSNA requested relevant information by April 25, 2025 in requests numbered 28-32. That information request is attached as Exhibit C.
38. King County responded to requests 28-32 in communications on May 21, 2025, July 3, 2025, and July 24, 2025.
39. In a letter dated April 25, 2025, WSNA asked for the following information by May 2, 2025:
- a. Request 33 asked King County to “clarify whether any individuals in the bargaining unit are receiving a 2.5% or other percentage-based premium for bilingual skills.”
 - b. Request 34 asked King County to “provide any agreement that has been entered into by the County with Harborview.”
 - c. Request 35 asked King County to “explain any funding agreement between the County and Harborview.”

That information request is attached as Exhibit D.

40. On October 24, 2025, after a six-month delay, King County responded to request 34.
41. At the time of writing, King County has not responded to requests 33 and 35.
42. In a letter dated May 1, 2025, WSNA asked for the following information by May 9, 2025:
- a. Request 36 asked for “EEO reports and/or public sector equivalent for the most recent 4 years.”
 - b. Request 37 asked for “ethnic, gender, and demographic data for your WSNA workforce as of today, January 1, 2025, January 1, 2024, January 1, 2023, and January 1, 2022.”

That information request is attached as Exhibit E.

43. At the time of writing, King County has not responded to requests 36-37.
44. In a letter dated May 8, 2025, WSNA asked for the following information by May 16, 2025:
- a. Request 38 asked for “a blank copy of the form nurses submit as part of any PHSKC incident reporting system and/or any other division-specific forms used to report staffing concerns.”
 - b. Request 39 asked for “any policies or instructions given to RNs applicable to use of any PHSKC incident reporting system.”

That information request is attached as Exhibit F.

45. At the time of writing, King County has not responded to requests 38-39.

46. In a letter dated May 19, 2025, WSNA asked for the following information by May 27, 2025:

- a. Request 40 asked for “copies of any and all signs regarding workplace violence that are posted at all worksites where bargaining unit members work.”
- b. Request 41 asked King County to “identify which locations contain any such signage.”
- c. Request 42 asked King County to “identify the amount that JHS paid in costs in 2022, 2023, 2024, for parking costs under Art. 9.2.1.”

That information request is attached as Exhibit G.

47. At the time of writing, King County has not responded to requests 40-42.

48. In a letter dated May 30, 2025, WSNA asked for the following information by June 10, 2025:

- a. Request 43 asked King County to “identify the number of grievances filed in each bargaining unit each year for 2022-2024 under Article 39 of the Master Labor Agreement.”
- b. Request 44 asked King County to “identify the number of grievances that proceeded to arbitration each year for 2022-2024 under Article 39 of the Master Labor Agreement.”

That information request is attached as Exhibit H.

49. At the time of writing, King County has not responded to requests 43-44.

50. In a letter dated July 17, 2025, WSNA asked for the following information by July 31, 2025:

- a. Request 45 asked King County to “identify the number of grievances filed in each bargaining unit each year for 2022-2024 under Article 39 of the Master Labor Agreement.”¹
- b. Request 46 asked King County to “provide all grievances filed alleging violation of any collective bargaining agreement’s non-discrimination language over the past five years.”
- c. Request 47 asked King County to “provide copies of any arbitration decisions adjudicating alleged violations of any collective bargaining agreement’s non-discrimination language over the past five years.”
- d. Request 48 asked King County to “provide the total compensation analysis the County has performed and referenced as forming the basis of its opinion that it pays nurses competitively. It is our understanding from statements made in bargaining

¹ WSNA submitted this request, which is a duplicate of request 43, because the Union had not received any response to its first request.

that such analysis exists which includes the value of fringe benefits including retirement, health care, etc.”

- e. Request 49 asked King County to “identify the number of agency or travel nurses the County has employed each year in 2020, 2021, 2022, 2023, and 2024.”
- f. Request 50 asked King County to “identify the amount that the County has spent on agency or travel nurses in 2020, 2021, 2022, 2023, and 2024.”
- g. Request 51 asked King County to “provide copies of any contracts entered into with agency or travel nurses in 2020, 2021, 2022, 2023, and 2024.”
- h. Request 52 asked King County to “provide any algorithms, timelines, or written guidelines addressing the processing of discrimination complaints, maintained by any division including Human Resources or the Office of Equity & Social Justice.”
- i. Request 52 asked King County to “provide the average number of days from complaints being filed to resolution.”
- j. Request 53 asked King County to “provide the average number of days from complaints being filed to resolution.”
- k. Request 54 asked King County to “provide documentation of any instance in which a person in the WSNA bargaining unit took Parental Leave under Article 19.2 when their position was scheduled to end in a timeframe that would not enable the employee to return to work for six months following the leave.”
- l. Request 55 asked King County to “provide in response to the previous request, please clarify whether the person incurred a repayment obligation, or whether the person was able to work for more than six months such that no repayment obligation was incurred.”
- m. Request 56 asked King County to provide “an accounting of the number of comp time hours nurses accrued in each year of the contract for 2022, 2023, and 2024.”
- n. Request 57 asked King County to provide “the amount of comp leave hours that each nurse carried over into the subsequent year for 2022, 2023, and 2024.”

That information request is attached as Exhibit I.

51. On July 31, 2025, WSNA asked for the following information by August 14, 2025:

- a. Request 58 asked King County to “provide copies of all emails or other communications from Schedulers seeking additional staff to support daily staffing needs.”
- b. Request 59 asked King County to “provide copies of any pending proposals from other unions seeking to remove restrictions on the ability to grieve violations of the non-discrimination language.”

That information request is attached as Exhibit J.

52. At the time of writing, King County has not responded to requests 45-59.

53. On September 4, 2025, WSNA asked for the following information by September 18, 2025:

- a. Request 60 asked King County “when did the County resume offering critical shift incentive pay?”
- b. Request 61 asked King County to “explain how the critical shift incentive pay is coded for payroll purposes (e.g., is the premium paid by coding the shift as a callback shift)?”
- c. Request 62 asked King County to “explain whether nurses will accrue vacation and sick leave for working a critical incentive shift, consistent with the MOU the parties previously entered into.”
- d. Request 63 asked King County to “explain whether critical shift pay will be used to offset FLSA overtime pay in circumstances when a nurse also works over 40 hours in the same FLSA workweek as a Critical Shift.”
- e. Request 64 asked King County to “confirm whether critical shift incentive pay is available to both supervisors and staff RNs.”

That information request is attached as Exhibit K.

- 54. In an email correspondence beginning on September 24, 2025, Danielle Franco-Malone, counsel for WSNA, and James Crowe, representative for King County, had a discussion to clarify information requests 60-64. Specifically, WSNA sought through requests 60-64 to uncover information about any time nurses were offered extra pay for short-notice work coverage. This was previously called critical shift pay. Although King County alleges critical shift pay is no longer available, the County has begun offering incentive payments under new terms. Franco-Malone clarified that WSNA seeks information about extra pay for extra shifts worked, regardless of nomenclature.
- 55. At the time of writing, King County has not responded to requests 60-64.
- 56. King County has not provided a reason for its failure to provide the aforementioned information requests.
- 57. WSNA made largely parallel requests for the same information on behalf of the supervisory bargaining unit negotiations. Those requests are attached as Exhibits L-U.
- 58. WSNA has asked multiple times about the status of these requests, including during bargaining negotiations.

LEGAL CLAIMS

- 59. The acts described in paragraphs 5-29 *supra*, constitute bad faith bargaining and violate RCW 41.59.140(2)(c) and RCW 41.56.030(4).

60. The acts described in paragraphs 30-58 *supra* constitute a failure to respond to relevant requests for information and violate RCW 41.56.030(4) and *City of Bellevue v. International Ass'n of Fire Fighters, Local 1604*, 119 Wn.2d 373 (1992).

REQUESTED REMEDIES

To remedy this violation, WSNA respectfully seeks the following:

1. WSNA requests findings and conclusions of law consistent with the allegations in the statement of facts;
2. An order that King County bargain in good faith with WSNA based on the longevity committee's findings;
3. An order that King County provide the information requested no later than two weeks from the issuance of the order;
4. An order that the Employer interfered with employee rights in violation of RCW 41.56;
5. An order requiring that the Employer participate in mandatory training on its duty to bargain mandatory subjects with WSNA.
6. An award of attorney's fees and costs; and
7. Any other relief deemed by the Commission to be equitable and just.

EXHIBIT 1

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

WASHINGTON STATE NURSES ASSOCIATION – STAFF UNIT

Subject: Washington State Nurses Association Agreement 2025 Extension

Background: King County (the County) and the Washington State Nurses Association (WSNA) (together, Parties) are parties to a Collective Bargaining Agreement (CBA) for the period January 1, 2023, through December 31, 2024 (2023-2024 CBA). The parties have bargained in good faith to address their interests regarding establishment of a 1-year extension agreement.

On September 10, 2024, the parties reached tentative agreement on the continuation of some terms and conditions of the 2023-2024 CBA that were scheduled to expire on December 31, 2024. The parties expressly agree the terms and conditions enumerated below modify their 2023-2024 CBA (including addenda).

WSNA supports the terms of this MOA and recommends ratification of this MOA.

Agreement: The terms and conditions set forth in this MOA apply to the Staff bargaining unit. The Parties agree:

1. To a one-year extension of their 2023-2024 CBA, through December 31, 2025. Except as provided herein, the terms of the parties' 2023-2024 CBA (including addenda) remain in effect during that time.
2. **COLA** – Effective January 1, 2025, WSNA-represented positions shall receive a cost-of-living adjustment (COLA) applied to 2024 base wages derived from the formula below.

A. COLA will be 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2025, shall be calculated as the average of the year-over-year percentages from the August 2023, October 2023, December 2023, February 2024, April 2024, and June 2024 values of the CPI-W.

B. A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2024 year-over-year change is the percentage change in the June 2024 CPI-W compared to the June 2023 CPI-W.

C. Regardless of the result calculated using this formula, the annual COLA shall not be more than 4% and shall not be less than 2%.

3. **Ratification Incentive** - WSNA agrees to this MOA as the result of good faith bargaining, and will notify the King County Office of Labor Relations of the status of their member ratification votes on or before 6:30pm pm on Wednesday, September 18, 2024. Ratification this Agreement by 6:30pm on September 18, 2024, will result in an additional 1.5% General Wage Increase (GWI) effective January 1, 2025. The 1.5% GWI has been updated because the COLA calculation has been determined. The total between the 2025 COLA and the Ratification Incentive will be 5.5%.
4. **Article 7 Health and Insurance Benefits:** The third sentence of Article 7.1 shall be changed to: "The JLMIC has negotiated the benefits agreement for 2023, 2024, and 2025."
5. **Article 9.2.1:** This Section shall be changed to:

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

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

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

Due to extreme recruiting and retention challenges facing Jail Health Services, as well as safety issues facing nurses, nurses working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the "After-Hours" rate. This benefit shall sunset on December 31, 2025, but may be extended by agreement of the parties into the next contract term if severe recruiting and retention challenges remain.

Current practices relating to employee parking at the CCFJC will continue through the term of this Agreement.

6. New Article 10.13: The following new Article 10.13 shall be added to the CBA:

The County supports telecommuting and alternative work schedules as work arrangements that strengthen the resiliency of its workforce. Each bargaining unit employee shall have the opportunity to request the option to telecommute or request to have an alternative work schedule. Requests for telecommuting arrangements or alternative work arrangements by employees will not be unreasonably denied. Any denial will be in writing and explain the reasons for the denial.

7. Replacement of Addendum D of the current CBA: Addendum D of the 2023-2024 CBA shall be replaced with the following:

The parties met and engaged in Longevity Steps Working Committee work in early 2024, for the purpose of trying to align the Employer's wage schedule with industry standard steps. The result of this work will become the foundation for the parties' negotiations of a successor contract.

8. Successor WSNA Bargaining – The parties commit to begin meeting in January of 2025, to begin successor negotiations.

9. The parties acknowledge that this Agreement is subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington.

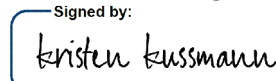
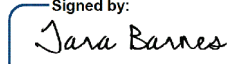
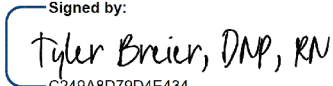
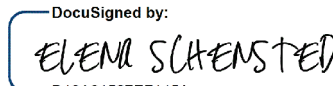
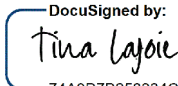

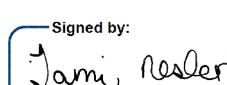
10. Any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement shall be subject to the grievance/arbitration procedures in the Collective Bargaining Agreement between the County and WSNA.

APPROVED this _____ 28th _____ day of _____ October _____, 2024.

By:  _____

King County Executive

For The Washington State Nurses Association:

<div>Signed by:  2CE408642118494... Kristen Kussmann, Labor Counsel</div>	<div>9/20/2024</div> <hr/> <div>Date</div>
<div>Signed by:  091AE088158E407... Tara Barnes, Nurse Representative</div>	<div>9/20/2024</div> <hr/> <div>Date</div>
<div>Signed by:  C249A8D79D4E434... Tyler Breier</div>	<div>9/24/2024</div> <hr/> <div>Date</div>
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**AGREEMENT BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING STAFF NURSES
IN SEATTLE-KING COUNTY PUBLIC HEALTH AND
DEPARTMENT OF ADULT AND JUVENILE DETENTION, JUVENILE DIVISION**

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

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

14 **ARTICLE 1: PURPOSE**

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

25 **ARTICLE 2: NON-DISCRIMINATION**

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

28 **Section 2.2 Non-discrimination.** The County and the Union shall not unlawfully

discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, marital status, pregnancy, age except by minimum age and retirement provisions, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression

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

ARTICLE 3: UNION RECOGNITION, 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 Chapter 41.56 RCW, of all employees employed within the Department as defined by the classifications listed in Addendum A to this Agreement. This shall include all employment position types used by the County (e.g., career service, term-limited temporary, and short-term temporary). Should the County create a new non-management classification that requires an RN or LPN license, the County will notify the Association.

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

Section 3.3 Payroll Deduction. Upon receipt of a written authorization individually signed by an employee voluntarily, the County shall deduct from the pay of such employee who has so

1 authorized it the amount of dues and initiation fee or representational fees as certified by the
2 Association and transmit the same to the Association. The information will be provided in Excel,
3 CSV or Tab Delimited format.

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

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

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

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

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

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

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

11 **Section 3.8 Paid Status for Negotiation Team Members.** The following shall apply
12 concerning paid release for WSNA Staff Bargaining Unit negotiation team members who are
13 bargaining for a successor CBA. The county will provide paid time for employee representatives in
14 the Bargaining Unit to participate on the WSNA bargaining team for a total of four hundred (400)
15 hours related to CBA negotiations subject to the following:

- 16 1. The County agrees to release a total of four (4) bargaining unit members for CBA
17 negotiations.
- 18 2. In individual employee requests for paid releaser time may be denied if approval would result
19 in operational disruption – similar to a circumstance when vacation requests are denied.
20
- 21 3. On days the parties meet for CBA negotiations regularly scheduled hours not spent in
22 negotiations should be account for by:
 - 23 a. Working hours whenever feasible
 - 24 b. Requesting and receiving other qualifying paid leave for the hours
- 25 4. Paid release time shall not count as time worked for contractual overtime
26

27 **Section 3.9 Public Records Requests.** When documents in an individual employee's
28

1 personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records
2 request, the County will provide the employee notice of the request in advance of the release date. If
3 the County receives a public records request for personal information for the entire membership of
4 the Association working for the County, the County shall notify the Association as soon as possible,
5 and if possible prior to the release of the information.

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

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

20 **ARTICLE 4: RIGHTS OF MANAGEMENT**

21 **Section 4.1.** The Association recognizes the prerogatives of the County to operate and
22 manage its affairs in all respects in accordance with its responsibilities and powers of authority and to
23 direct the workforce except as may be limited by the express provisions of this Agreement. Such
24 functions of the County include, but are not limited to, determining the mission, budget, organization,
25 number of employees; recruiting, examining, evaluating, promoting, training, transferring employees
26 consistent with Article 11, and determining the time and methods of such action; disciplining,
27 suspending, demoting, or dismissing regular employees for just cause; assigning and directing the
28 work force; developing and modifying employee classifications; determining the method, materials,

1 and tools to accomplish the work; establishing reasonable work rules; establishing the hours of work
2 and changing work schedules consistent with Article 10; determining work locations; and the right to
3 take whatever actions may be necessary to carry out the Department's mission in case of emergency.

4 The County agrees to discharge any notice or bargaining obligations to the extent required by law.

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

10 **ARTICLE 5: CONFERENCE COMMITTEES**

11 **Section 5.1 Local Conference Committees.** The Department jointly with the elected
12 representative of the employees covered by Addendum A of this Agreement shall establish a Local
13 Conference Committee at each work site to assist with mutual problems regarding nursing personnel
14 and client care, and for the purpose of discussing and facilitating the resolution of all problems which
15 may arise between the parties other than those for which another procedure is provided by law or by
16 other provisions of this Agreement. The function of the committee shall be limited to an advisory
17 rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as
18 mutually agreed and operate according to mutually agreed ground rules. The Local Conference
19 Committee shall consist of three representatives of administration and three representatives of the
20 employees (one of whom may be the Local Unit Chairperson or their designee). The representatives
21 may be rotated as needed depending on the issues to be discussed. A Local Conference Committee
22 may refer subjects to the Executive Conference Committee.

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

28 The Executive Conference Committee shall operate according to mutually agreed ground

1 rules. The function of the committee shall be limited to an advisory rather than a decision-making
2 capacity.

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

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

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

16 **Section 5.5 Joint Labor/Management Staffing Partnership.** The County will make its
17 staffing plans available for each work site. The County and the Association will utilize Joint
18 Labor/Management Committees to develop a process for the purpose of identifying measures that can
19 be used to inform staffing decisions. Similar measures will be identified that will be utilized to
20 understand patient outcomes and the impact of staffing levels on patient outcomes.

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

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

25 **Section 6.2. 2023 General Wage Increase (GWI).** Effective January 1, 2023, the
26 classification wages listed in Addendum A shall be increased by 4%.

27 **6.2.1. Ratification Incentive.** Upon County implementation of this
28 Agreement, employees in career service and TLT positions who were active

employees on the date of Union ratification shall receive a one-time payment of \$1000, excluding classifications that have received wage increases through Registered Nurse-Public Health Nurse parity through this Agreement, as well as the recently created Psychiatric ARNP – Jail position.

Section 6.3. 2024 General Wage Increase (GWI). Effective January 1, 2024, the classification wages listed in Addendum A shall be increased by 4 %.

Section 6.4. Wage Step Increases. Annually on January 1, non-probationary career service and term-limited temporary employees who are not at the top step will advance to the next higher step on the salary range. Short Term Temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee’s anniversary date.

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

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

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

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

Addendum A.

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

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

Evening Shift: \$2.50 per hour

Night Shift: \$4.00 per hour

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

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

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

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

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

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

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

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

Section 6.9. Standby/Callback/Clinical Call.

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

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

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

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

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

10
11 **D.1 Standby/Callback/Clinical Call – Prevention Division.** When a nurse earns
12 Standby/Callback/Clinical Call pay as provided herein, they may be offered the option
13 of flex time, pursuant to Section 10.4, or to use compensatory time (Section 10.7).
14

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

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

26 **Section 6.11. Certification Premium Pay.**

27 All currently employed nurses who are certified in a specialty area by a national nursing
28

organization and relevant to their nursing practice shall be paid a premium of fifty dollars (\$50) per biweekly pay period, provided the particular certification has been approved by the Nursing Office and their respective manager, and provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A nurse is eligible for only one (1) certification premium regardless of the number of certifications the nurse may have. The certification pay will be effective the first full pay period after the date a copy of documentation of certification is received by the County.

Any nurse who desires to become certified in a specialty area relevant to their practice and wishes to receive certification premium shall make such request in writing to the County prior to embarking on obtaining the certification. Subject to budgetary constraints, the County shall grant requests for premium certification for a certification that is relevant to the nurse's practice area provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. In the event of an involuntary transfer certification premiums shall remain effective until the year-end review of certifications or upon expiration of the certification, whichever date comes first

Any certifications that are already a job requirement (e.g., Nurse Practitioner Board Certification for ARNP) will not qualify the nurse to receive the certification premium. The following non-exhaustive list are examples of approved certifications:

Advanced Practice Nurse Specialists Certifications

- Child/Adolescent Psychiatric–Mental Health CNS
- Pediatric CNS
- Public/Community Health CNS
- Diabetes Management—Advanced
- Certified Correctional Health Professional – Advanced
- Certified Occupational Health Nurse
- Certified Nurse Educator
- Certified Infection Control

RN/PHN Certifications

- CCHP-RN Certification
- International Board Certified Lactation Consultant (IBCLC)
- Ambulatory Care Nursing
- Community Health Nursing
- Advanced Forensic Nursing
- Diabetes Management
- Nursing Case Management
- Pediatric Nursing
- Psychiatric-Mental Health Nursing
- Public Health Nursing—Advanced
- Certification Board of Infection Control and Epidemiology
- Medical-Surgical Nursing
- Pain Management Nursing
- Wound Care

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

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

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

4 **Section 6.13 Charge Nurse Pay.** A nurse assigned the duties of Charge Nurse has assigned,
5 limited supervisory and leadership responsibilities in addition to providing direct patient care
6 services. Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium
7 over the nurse's base rate of pay. Charge Nurse pay shall be included in the calculation of the nurse's
8 FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.
9 Examples of Charge Nurse duties include day-to-day problem solving and reporting, assignment and
10 distribution of work or maintenance of a balanced workload among employees. A Charge Nurse
11 shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.
12 There will be a good faith effort to balance the Charge Nurse's additional responsibilities with the
13 nurse's direct patient care assignments. Charge Nurse designations may be revoked at any time with
14 an explanation to the affected nurse.

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

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

24 **Section 6.15. Return to Employment.** Nurses who retire or separate in good standing and
25 subsequently return to their previous or new classification on a part-time, temporary, term-limited
26 basis, or career service basis may be hired at any step of the salary range upon the approval of the
27 Department Director and/or designee, based on the nurses' previous relevant nursing experience. A
28

nurse who returns to the classification held at the time of separation shall be paid at no less than the rate they received at the time of separation.

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

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

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

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

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

1 remain in the selected plan until termination of employment, hire into a full-time regular, part-time
2 regular, or term-limited position, or service of an appropriate notice of change or cancellation during
3 the employee benefits annual open-enrollment.

4 **6.17 Deferred Compensation.** Beginning with the Effective Date of this Agreement new employees
5 will be automatically enrolled in the Deferred Compensation Program according to the following terms: three
6 percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on
7 a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open
8 enrollment process will default to the auto-enrollment for deferred compensation, employees have the option
9 to “opt out” at any time during open enrollment. They may also opt out of the program at any other time after
10 they have enrolled.

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

12 **Section 7.1. Health Benefits.** King County presently participates in insured medical, dental,
13 vision, long term disability, accidental death and dismemberment, and life insurance programs. The
14 plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management
15 Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations,
16 including the Association. The JLMIC has negotiated the benefits agreement for 2023 and 2024. The
17 Association further agrees and adopts all terms and conditions of any successor JLMIC Agreement(s)
18 through the duration of this Agreement or the term of the next successor JLMIC Agreement,
19 whichever has a later expiration.

20 **Section 7.2. Workers’ Compensation Benefits.** Employees covered by this Agreement
21 shall be covered by the County Industrial Insurance Plan and any supplement thereto as provided by
22 County ordinance.

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

26 **ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS**

27 **Section 8.1. Licensing/Certification Requirements - Condition of Employment.** All
28 nurses must meet licensing and certification requirements as a condition of hire and continued

1 employment. Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP)
2 status and prescriptive authority prior to their date of hire. Nurse Practitioners must maintain
3 Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority during their
4 employment with the Department. Nurses failing to maintain necessary licenses or certifications will
5 be demoted from their current position or terminated from employment. Nurses employed in
6 positions at the detention facilities (KCCF, MRJC, and JDC) must obtain and maintain security
7 clearance.

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

- 11 ➤ Renewal for Registered Nurse License;
- 12 ➤ Renewal for Licensed Practical Nurse License
- 13 ➤ Renewal for ARNP license; and,
- 14 ➤ Application and renewal fees of state authorized prescriptive authority.

15 **Section 8.3. Jurisdiction of Nursing Care Quality Assurance Commission.** The County
16 recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is
17 licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in
18 conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality
19 Assurance Commission which is solely empowered by law to promulgate and interpret such rules and
20 regulations. It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also
21 practice in conformity with the rules and regulations promulgated by the Washington State Board of
22 Pharmacy. It is understood by the parties that a Registered Nurse or Licensed Practical Nurse must
23 notify the Nursing office when action is taken by the Board of Nursing affecting their license. All
24 nurses working in positions at the detention facilities (e.g., KCCF, MRJC, JDC) must obtain and
25 maintain security clearance to those facilities.

26 **Section 8.4. ARNP Credential Verification Fee.** ARNP's, as a condition of employment
27 (and at the time of the offer of employment), must undergo initial verification of their professional
28 credentials. Newly hired ARNPs may opt to have the direct fees for such verification of credentials

deducted from their first paychecks.

ARTICLE 9: MILEAGE AND PARKING

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

Section 9.2. Parking.

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

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

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

Due to extreme recruiting and retention challenges facing Jail Health Services, nurses working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the "After-Hours" rate. This benefit shall sunset on December 31, 2024, but may be extended by agreement of the parties into the next contract term if severe recruiting and retention challenges remain.

Current practices relating to employee parking at the CCFJC will continue through the term of this Agreement.

ARTICLE 10: HOURS OF WORK AND OVERTIME

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

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

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

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

Section 10.5. Hours Worked In Excess of Forty In a Workweek ("FLSA Overtime"). All work performed over forty (40) hours in any one (1) FLSA workweek shall be paid at the rate of one and one-half times the nurse's FLSA base rate of pay, plus applicable premiums and differentials, in accordance with the FLSA (i.e., by multiplying the straight time rate of pay by all overtime hours worked, plus one-half the employee's hourly regular rate of pay times all overtime hours worked).

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

10.6.1. All nurses in the bargaining unit are eligible for contractual daily overtime

1 (“Daily Overtime”) if they perform actual work hours in excess of their 8, 9, 10, or 12 hour shift
2 consecutively worked (excluding rest and meal period breaks) immediately before or after the
3 employee’s regular schedule or approved flex schedule, and provided further that such work is
4 authorized by the employee’s supervisor. For employees in temporary status (e.g., STT) that do not
5 have a regular schedule, consecutive hours worked in excess of an employee’s scheduled shift of at
6 least (8) hours in a workday shall be paid at the Daily Overtime rate. Paid leave hours shall not count
7 toward satisfying an employee’s regularly scheduled hours in a workday for purposes of Daily
8 Overtime eligibility.

9 **10.6.2. Daily Overtime Pay Rate Calculation.** Daily Overtime, shall be paid at the
10 rate of one and one-half (1-1/2) times the nurse’s applicable base rate of pay (listed in Addendum A),
11 and one and one-half (1-1/2) times the following premiums and differentials, where applicable:
12 longevity pay, weekend pay, shift differential, charge nurse pay, JHS assignment rate (per Section
13 6.6), and out-of-class pay, provided that such work is authorized by the employee’s supervisor. The
14 Department will make a good faith effort to minimize the use of overtime.

15 **10.6.3.** In addition, the Department will follow RCW 49.28.140, Mandatory Overtime
16 Prohibited, with respect to Jail Health Services overtime. The County and Department of Labor and
17 Industries have also entered into a compliance agreement unique to King County signed May 31,
18 2018, concerning RCW 49.28.140. Employee complaints may be filed with the appropriate state
19 agency.

20 **Section 10.7. Compensatory Time.** Overtime may be compensated by compensatory time
21 off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee
22 requests compensatory time accrual in advance and the supervisor approves. Employees may not
23 have a balance of more than forty (40) hours of compensatory time. All compensatory time not used
24 by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work
25 demands of the position, the employee may request, and the Division Manager may approve the
26 carryover of up to forty (40) hours of accrued compensatory time. Use of compensatory time off
27 must be approved in advance as for vacation leave.

28 **Section 10.8. Non-Jail Employee Work Schedules.** The establishment of employee work

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

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

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

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

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

A. Change to scheduled workdays (including changes that may require weekend

work);

B. Change in number of scheduled hours worked per day (e.g., 8-hour workdays changed to 10-hour workdays); and,

C. Change in work hours outside the timeframes listed in Type 1 Schedule Change.

The County will also notify the Association about the change, and if requested, bargain impacts on wages, hours, and working conditions, without delaying implementation. No individual nurse will be required to work more than one out of every four Saturdays in a four-week period, except on a voluntary basis.

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

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

10.9.1 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. The terms in this Section apply only to employee-requested alternative work schedules, not employer established alternative work schedules. Examples of alternative work schedules include but are not limited to:

A. 4 - 10-hour workdays;

B. 9/80-off work week schedule (the record keeping timesheet 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.)

10.9.2. Nurses, individually or in groups, may request an alternative work schedule. The request will be reviewed to see if it meets the business needs of the site. If more than one nurse requests an alternative work schedule, the nurse with the greatest bargaining unit seniority at that site/workgroup will be granted the alternative work schedule. 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

1 decision on the request reviewed by the Director or Deputy Director of Community Health Services,
2 provided a request for such review is made in writing within ten (10) business days of receipt of the
3 initial decision.

4 **10.9.3** In administering alternative work schedules, the following working conditions shall
5 prevail:

6 A. Overtime shall be paid per Section 10.4 and 10.5 of this Agreement.

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

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

9 D. Holidays shall be granted in accordance with Article 15 of this Agreement.

10 E. Employee participation shall be on a voluntary basis.

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

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

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

18 **10.11.1 The JHS Nurse Monthly Work Schedule ("Monthly Schedule").** The
19 Department recognizes the need to give employees timely notice of schedules and schedule changes.
20 The JHS Monthly Schedule is produced and published by JHS. The Monthly Schedule applies to
21 nurses in KCCF and MRJC and lists work schedules for the upcoming month, scheduled leaves, and
22 identifies available shifts that are open for nurses to work in addition to their regular pattern (i.e.
23 "shift needs"). The Monthly Schedule includes career service staffing patterns, extra shifts covered
24 by career service nurses, and shifts covered by short-term temporary, term-limited temporary, and
25 agency nurses. The Monthly Work Schedule is first produced and displayed as a "Draft Schedule,"
26 and periodically updated until it takes effect as described below.

27 A. The "Draft Schedule" with vacant shift needs will be displayed by the 10th of the
28 preceding month that it takes effect. The Draft Schedule includes short-term temporary, term-limited

temporary, career service staffing patterns, approved vacation, holidays, sick time, planned leaves and any extra shifts that career service nurses have requested and updates in shift needs from the JHS Scheduler. Agency nurses will only be scheduled on the “Draft Schedule” when first posted to backfill extended schedule vacancies (e.g., shift vacancies caused by FMLA, redeployment). The County values the high-quality work of our nurses and will work to minimize the use of agency staff.

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

C. A schedule update will be posted at least ten (10) days before it takes effect. In an effort to prioritize WSNA-represented staff during this ten (10) day period, bargaining unit, career service, probationary, short-term temporary, term limited temporary nurses will be notified and asked to fill vacant shifts. During this period, career service staff, probationary, short-term temporary, and term limited temporary nurses may also submit requests to cover any remaining vacant shift on the posted updated schedule if still available, on a first come, first serve basis, subject to updates in shift needs from the JHS Scheduler. Agency staff will not be notified until after 13:00 hours, nine (9) days before the schedule takes effect.

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

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

majority of working time occurs in a different shift.

10.11.3. Individual Pattern Rebids due to Pattern Vacancy. When a pattern is vacated, the pattern shall be posted for seven (7) calendar days for bidding from nurses at both sites. The nurse with the highest seniority that bids on the pattern will be given the pattern and the effective date for the new pattern. Once a bid has been awarded, a nurse is not eligible to bid until they have worked at least six (6) months in their current pattern (measured from the first day of work in the new pattern).

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

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

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

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

Step 2: New Patterns. JHS will create initial draft new pattern work schedules and share these with the Scheduling Committee for review and feedback. Final approval of new patterns is at the discretion of JHS. Once new final patterns are available for a facility, JHS will share a copy with the Association prior to the wide-scale pattern rebid. The new patterns may have different

workweek hours (i.e. FTE status) than patterns prior to the wide scale rebid, which may impact whether a nurse increases/decreases their workweek hours in their new pattern.

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

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

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

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

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

10.11.6. If career service nurses are regularly required to work outside their specific budgeted FTE (80 hrs./2 weeks = 1.0 FTE, within .2 FTE of the position held by the impacted

employee), the Association may request that the position be reviewed to determine whether it is feasible to increase or decrease the position's FTE. If such change is jointly determined, the Director shall make a request to the Budget Office.

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

ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENT

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

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

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

Section 11.3. Job Recruitment. Vacant bargaining unit career service positions shall be filled

1 according to the following:

2 **11.3.1.** Announce all position vacancies with stated minimum qualifications on the
3 applicable website(s).

4 **11.3.2.** Interview screened applicants meeting minimum qualifications from within
5 the bargaining unit.

6 **11.3.3.** Give preference to filling any such open position to applicants from within the
7 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
8 equal based upon relevant criteria and the candidates have similar expertise/experience in the cultural
9 understanding of the communities served by the position.

10 **11.3.4.** Make selections for promotional positions in accordance with appropriate
11 personnel regulations and ordinances.

12 **Section 11.4 Lateral Voluntary Transfer.** The County may initiate an internal voluntary
13 transfer process by posting the open position opportunity for not less than ten (10) business days to
14 the bargaining unit as a whole. Upon notice by the County, an eligible bargaining unit employee
15 within the scope of the process may request to voluntarily transfer if they are in the same
16 classification or equivalent classification. The County may approve or deny transfer request(s) at its
17 discretion. In exercising this discretion, the County will consider operational need, relevant expertise
18 and experience for the position (inclusive of experience with communities served by the position),
19 and the employee preferences and seniority of the candidate(s).

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

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

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

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

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

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

Section 11.6 Wage Step Placement Rules.

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

11.6.2 Voluntary Transfer Wage Placement (Step-to Step). Employees who transfer within the same job classification from a JHS to a general assignment or vice versa shall remain at the same salary step number of the applicable schedule. For example, a Registered Nurse

at Step 7 on the JHS schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

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

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

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

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

ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE

Section 12.1. Employee Probation. Employees hired into a career service eligible position must first serve a (6) month probationary period prior to becoming career service, which may be extended for an additional (6) months by the County (12 months total). During a probationary term, employees are considered in an "at-will" employment status and may be separated without just cause. Probationary terminations are not subject to the grievance procedure or appeal.

If the County extends an employee's probation, the employee will receive a written notice about the extension, the reason(s) for the extension, and its duration in a timely manner. The County

will also provide the Association with a copy of the probation extension for informational purposes.

A probationary employee, regardless of what step they are placed on, will advance (1) step upon successful completion of their probationary term, not to exceed the top step of the applicable wage scale.

Section 12.2 Performance Evaluations.

12.2.1. The County shall maintain a performance evaluation system relating to employees covered by this Agreement. Employees should be evaluated at least once during their probationary period and annually thereafter. 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 County 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 County will be presented to the Conference Committee for review and comment prior to adoption.

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

12.2.3 The evaluation shall be prepared on a format devised by the County 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.

12.2.4. 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. The employee's direct supervisor is responsible for providing ongoing feedback to employees. The goal of such feedback is

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

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

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

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

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

1 date the letter of expectation or counseling was issued. Necessary documents will be retained outside
2 personnel file to comply with legal document retention requirements.

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

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

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

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

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

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

responsibilities of the higher-level classification.

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

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

Section 13.4. Temporary Work in a Lower Classification. If an employee is assigned to work temporarily in a lower paying job or position, the employee shall be paid at their regular rate of pay.

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

ARTICLE 14: SPECIAL DUTY

Section 14.1 Definitions

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

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

Section 14.2. Duration

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

4 (1) 30 days to Twelve Months – Shall be approved by the Department Director or
5 designee to provide additional staffing:

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

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

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

12 iv. To backfill for a vacant regular position.

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

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

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

19 i. To backfill a regular position, when:

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

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

23 c) An employee is absent because of a special duty or other
24 assignment.

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

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

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

3 **Section 14.3. Recruitment.** Special duty positions shall be posted to the entire bargaining
4 unit for no less than ten (10) business days and a selection process will be conducted for special duty
5 assignments.

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

10 **Section 14.4. Pay**

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

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

16 C. An employee on special duty will continue to advance through the salary steps of their
17 base pay range while on special duty. If the employee is at the top step in the base classification, the
18 employee will be eligible for step increases in the special duty classification.

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

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

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

26 G. Compensation, hours of work, and applicable contractual working conditions shall be
27 consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time
28 the employee is placed in the assignment until the time the employee returns to their base position.

Contractual provisions relating to the base position (i.e., reduction in force and seniority) shall continue to apply during the special duty assignment.

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

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

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

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

The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.

it is awarded. Executive leave cannot be cashed out.

ARTICLE 15: HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King JR's, Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day immediately following Thanksgiving Day
Christmas Day	December 25th
2 Personal Holidays	

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

Section 15.2 JHS Staff Inclusive of CFJC. Jail Health Services staff and CFJC staff, other than those scheduled to work Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at the start of night shift (e.g., 10:15 p.m. at KCCF) on the day preceding

the calendar holiday and ending at the beginning of night shift (e.g., 10:15 p.m. at KCCF) on the day of the holiday (See also Applicable Shift Time Table in Section 6.6). A comprehensive leave eligible employee shall receive Holiday Pay Premium pursuant to Section 15.6 below if four (4) or more hours of the shift fall within the above time periods.

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

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

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

Section 15.4 Non- JHS Staff Alternative Work Week Schedules. Employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours per year. Part-time regular and full time regular employees and employees working alternative work weeks whose work sites close on a designated holiday will be allowed to use accrued but unused time off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the Supervisor, the employee shall be allowed to work to make up the hours. Leave without pay will be authorized if the employee does not request a different option in advance.

1 In no event will the rescheduling of hours in this manner be allowed if the resulting hours of work
2 will result in overtime pay. When a holiday falls on an employee's regularly scheduled day off, the
3 employee will have the option of receiving the holiday pay at the straight-time rate in the same pay
4 period, or of scheduling an alternate paid day off within thirty (30) days after, or one work day
5 before, the actual holiday. To be eligible for an alternate day off, the employee must request it in
6 advance of the holiday.

7 **Section 15.5. Qualifications for Holiday Pay.** To qualify for holiday pay, employees
8 covered by this Agreement must have been on pay status their normal work day before or their
9 normal work day following the holiday; provided, however, employees returning from non-pay leave
10 starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first
11 day of work. This restriction (proviso) would not apply to a leave of absence of four (4) days or less
12 or a leave of absence requested by the Department.

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

24 Holiday Premium pay shall not be used to offset hours worked in excess of forty in one FLSA
25 work week. Any hours worked beyond forty in any single FLSA workweek will be paid at the rate of
26 one and one-half times the nurse's regular rate of pay per section 10.5 in addition to any hours of
27 Holiday Pay Premium.

28 **Section 15.7. Personal Holidays.** Comprehensive leave eligible employees are granted two

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

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

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

ARTICLE 16: VACATION LEAVE

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

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

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.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 16.3. Vacation Requests. All vacation time shall be subject to preapproval by the County. A good faith effort will be made to provide the approval (or denial) in a timely manner.

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

Section 16.5. Maximum Vacation Accrual. Eligible Employees shall accrue vacation leave from their date of hire in a benefit eligible position. The maximum vacation accrual is 480 hours for employees hired on or before December 31, 2020. For Eligible Employees hired on or after January 1, 2021, the maximum vacation accrual shall be 320 hours. Failure to use vacation leave beyond the maximum accrual amount by December 31 will result in forfeiture of excess vacation leave, unless

the County has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County.

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

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

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

ARTICLE 17: SICK LEAVE

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

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

number is then compared to what the employee accrued at the rate of .04616 hours. The higher amount of sick leave is awarded to the non-exempt employee. Any additional sick leave is awarded in the following pay period.

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

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

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

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

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

1. A child, including a biological, adopted or foster child, a stepchild, or a child to whom

- 1 the employee stands in loco parentis, is a legal guardian or is a de factor parent,
2 regardless of age or dependency status, or the child of the employee's domestic partner;
- 3 2. The parent of an employee, employee's spouse or employee's domestic partner. Parent
4 includes:
5 a. A biological parent;
6 b. An adoptive parent;
7 c. A de facto parent;
8 d. A foster parent;
9 e. A stepparent;
10 f. A legal guardian; or
11 g. A person who stood or stands in loco parentis to the employee, employee's
12 spouse or employee's domestic partner;
- 13 3. A spouse;
14 4. A domestic partner;
15 5. A grandparent;
16 6. A grandchild; or
17 7. A sibling.

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

22 **17.7.1.** An employee who chooses to augment workers' compensation payments with
23 the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning
24 of the leave; and

25 **17.7.2.** An employee may not collect sick leave and workers' compensation wage
26 replacement pay for physical incapacity due to any injury or occupational illness that is directly
27 traceable to employment other than with the County.

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

1 wage replacement payments with the use of accrued sick leave.

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

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

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

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

18 **Section 17.13. Retirement Separation: Sick Leave Payoff.** Eligible Employees who have
19 successfully completed at least five years of County service and who retire as a result of length of
20 service or who terminate by reason of death shall be paid, or their estates shall be paid as provided for
21 by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave
22 multiplied by the employee's hourly rate of pay, plus longevity pay if applicable, in effect upon the
23 date of leaving County employment, less mandatory withholdings and subject to any VEBA plan
24 election by the bargaining unit. Retirement as a result of length of service means an employee is
25 eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle
26 Retirement Plan immediately upon terminating County employment. If a retiree who cashes out their
27 sick leave is rehired within (12) months of separation, that employee is entitled to have-the remaining
28 65% of their sick leave (or, for VEBA participants, the percentage of sick leave not transferred to
their VEBA account) restored. Said employee will not be eligible for an additional sick leave cash out
upon leaving County employment.

ARTICLE 18: FAMILY AND MEDICAL LEAVE

Section 18.1. Federal Family and Medical Leave Act.

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

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

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

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

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

18.2.2. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster

care child may only be taken when approved. King County Family and Medical Leave shall run concurrently with other federal, state and county leaves to the extent allowed, including but not limited to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the Washington State Family Care Act.

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

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

Section 18.3 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 18.4 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 18.5 Washington Paid Family and Medical Leave Program. The state program provides partial wage replacement while on leave for eligible employees who have a serious health condition. It also covers times where an employee is called upon to care for a covered family member who has a serious health condition, or leave to bond with a new child. The program covers the same military service exigencies covered by the Family and Medical Leave Act. For details about the program and eligibility, employees should contact the Washington State Employment Security Department. Should the County agree to allow supplemental benefits (i.e. employees permitted to receive PFML payments concurrent with County paid leave to receive full wage replacement) for any other non-interest arbitration eligible bargaining unit, this contract will be reopened to bargain over this article.

ARTICLE 19: PARENTAL LEAVE

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

Section 19.2. Eligibility. The benefit is available to all comprehensive leave eligible employees who have been employed with the County for at least six months of continuous service at the time of the qualifying event. If both parents work for King County, then each employee is entitled to up to 12 weeks of King County Paid Parental Leave.

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

King County for the supplemental leave funds received.

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

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

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

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

Section 19.8. Relationship to Washington State Paid Family and Medical Leave. Provisions of the County's current Paid Parental Leave program are separate from the Washington State Paid Family and Medical Leave program, which may provide for paid leave benefits in addition to those provided for in this Article.

ARTICLE 20: 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 their need for such leave. In the event of an emergency or

unforeseen circumstances precluding advance notice, the nurse or their designee must provide the County 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 County requests, the nurse may be required to provide verification of the need for such leave and familial relationship (e.g. a birth certificate, police report, court order, or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the nurse has a dating relationship.

ARTICLE 21: DONATED LEAVE

Section 21.1. All donations of sick leave and vacation 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 21.2. Employee to Employee Donations.

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

B. Approval. Donations require written approval from both the donating and receiving employees' directors. If approved, the donated leave will be available the pay period after the donation is processed by Department of Human Resources.

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

D. Sick leave hours. 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 their accrued sick leave in a calendar year.

E. Donation limits are exclusive of donations to the Emergency Medical Leave Fund

under Section 21.5.

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

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

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

G. Calculation of Donated Vacation and Sick Leave. Sick leave and 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 and placed in the receiving employee's donated sick leave bank.

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

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

Section 21.4. No accruals on donated leave. Vacation and sick leave will not accrue on donated leave as it is used.

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

A. The County will create a pilot program , whereby a comprehensive leave eligible employee may donate a portion of their accrued leave hours (I.e. vacation leave, sick leave, BT, ESL) to an “Emergency Medical Leave Fund” (Fund) that is managed by the Department of Human Resources. At the County's discretion, the pilot program can either be continued as a regular program or ended upon 30-day written notice to the Association.

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

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

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

6 **E. Process and Conditions to Receive from the Emergency Medical Leave Fund.**

7 1. The comprehensive leave eligible employee must submit a request to DHR
8 for hours.

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

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

13 4. The leave for which the employee is requesting donations must be for a
14 prolonged absence. A prolonged absence is considered to be 3 or more consecutive days. An
15 employee may use donated leave intermittently after the employee’s prolonged absence if the
16 conditions in 2 and 3 above are met.

17 5. The maximum donation an employee can receive is up to 80 hours based on
18 the employee’s normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70 hours or
19 80 hours for employees on the semi-monthly payroll period who are normally scheduled for 40 hour
20 workweeks), prorated for part-time employees.

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

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

27 **F. Calculation of Donated Leave.** All donated hours shall be converted to a dollar
28 value based on the donor’s straight time hourly rate at the time of the donation. The dollar value will

then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received. Hours received will be placed in the employee's donated sick leave bank.

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

H. No Reversion of Donated Leave. Donated hours not used by the donee within 60 days of being awarded remain in or are returned to the Emergency Medical Leave Fund and do not revert to the donor.

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

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

Section 21.8 Donation of Vacation or Compensatory Hours to Nonprofit Organizations. The Executive may implement a process providing the opportunity for comprehensive leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

Section 21.9 Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under 23 years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

ARTICLE 22: BEREAVEMENT LEAVE

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

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

A. spouse or domestic partner; or

1 B. legal guardian, ward, or any person whom the employee has legal custody; and

2 C. the following family members of the employee, the employee's spouse, or the
3 employee's domestic partner:

4 1. a child;

5 2. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a person
6 who stood or stands in loco parentis);

7 3. a grandparent;

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

9 5. a grandchild; or

10 6. a sibling.

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

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

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

17 **ARTICLE 23: CONTINUING EDUCATION**

18 **Section 23.1. Continuing Education Time and Professional Meetings.** The Department
19 and the Association agree continuous upgrading of employee skills and knowledge is beneficial to
20 providing quality health care services to the public. Therefore, employees covered by this Agreement
21 are encouraged to take advantage of opportunities available for continuing education. To this end,
22 the Department will allow regular LPNs, RNs and PHNs four (4) days (32 hours) and ARNPs, and
23 APNS employees five (5) days (40 hours) of paid leave annually for purposes of attending
24 professional meetings, seminars and classes to earn continuing education outside of the Department
25 subject to worksite staffing and operational needs. Continuing education requests necessary to
26 maintain licensure will be given priority. Requests for continuing education time are subject to
27 supervisory preapproval, and may be denied based on staffing or operational reasons. Unused or
28 unapproved continuing education time will not be carried over to the following calendar year. For

1 purposes of this section, professional meetings shall be defined as: Short term conferences for
2 professional growth and development of the individual nurses related to nursing, and/or meetings and
3 committee activities of the professional association at the national, state or district level which are
4 designed to develop and promote the programs of the professional association in improving the
5 quality and availability of nursing service and health care or training as defined by American Medical
6 Association standards and/or American Nursing Association standards. Conferences or portions of
7 conferences relating solely to union business are not considered professional meetings.

8 **Section 23.2.** Public Health may determine, on a discretionary basis by division, a specified
9 amount of funds to be granted annually for each ARNP to use for continuing education courses to
10 maintain active ARNP licensure. Use of CE funds is subject to management preapproval. If CE funds
11 are granted in a particular year, the funds shall only be available for use during the calendar year in
12 which they are granted. Remaining unused funds at the end of the calendar year shall not roll over to
13 the next calendar year. The amount of CE funds, if any, that are available each year will remain
14 subject to management discretion and change.

15 **Section 23.3.** Other paid leave for this purpose and in-house educational programs shall be at
16 the discretion of the Department Head. Employees who are approved to attend a continuing
17 education seminar or class pursuant to the above referenced policy on a day off shall be compensated
18 at their regular rates, including applicable premiums, for all time spent, and shall be entitled to an
19 additional unpaid day off within thirty (30) days of the continuing education seminar or class. All
20 such leave shall first be scheduled and approved by the employee's supervisor. For this purpose,
21 part-time employees shall be due a prorated amount. New employees will receive a prorated amount
22 for their first calendar year, based on the month that they begin County service and also prorated to
23 their FTE status upon hire. For each calendar year thereafter, proration will be based on employees'
24 FTE status as of January 1 in each year.

25 **ARTICLE 24: MILITARY LEAVE**

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

28 **Section 24.2. RCW 38.40.060 Military Leave for Public Employees.** Every officer and

1 employee of the state or of any county, city, or other political subdivision thereof who is a member of
2 the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of
3 the United States, or of any organized reserve or armed forces of the United States shall be entitled to
4 and shall be granted military leave of absence from such employment for a period not exceeding
5 twenty-one (21) days during each year beginning October 1st and ending the following September
6 30th. Such leave shall be granted in order that the person may report for required military duty,
7 training or drills, including those persons in the National Guard. Such military leave of absence shall
8 be in addition to any vacation or sick leave to which the officer or employee might otherwise be
9 entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of
10 military leave, the officer or employee shall receive their normal pay.

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

22 **ARTICLE 25: JURY DUTY**

23 **Section 25.1 Jury Duty.** An employee working on other than a part time or temporary basis
24 shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury
25 duty during the employee's normal work schedule, except for transportation allowance, shall be
26 deducted from the gross pay due the employee for such period; provided that an employee excused
27 by the court on any day of such duty falling within the employee's normal work schedule shall notify
28 their supervisor and if so directed report for work for the balance of their normal shift. An employee

1 who is scheduled off work during a period when called to serve jury duty will not suffer a loss of
2 income as a result of serving jury duty. An employee who is scheduled to work either evening or
3 night shifts while on jury duty shall not be required to report to work on any day when jury duty,
4 including travel time, requires three or more hours of attendance. An employee who does not work
5 their scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of
6 serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16)
7 hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16) hours
8 between the time the employee is dismissed from jury duty and the time the employee must report for
9 regular duties.

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

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

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

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

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

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

23 **Section 27.1 Leaves of Absence.**

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

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

28 At the expiration of the authorized unconditional leave of absence, a member of the

bargaining unit shall resume their same position (work site, title and shift); however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

ARTICLE 28: SAFETY STANDARDS

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

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

Section 28.3 Protective Clothing and Equipment. Protective devices, protective equipment and protective clothing when required by the County, laws or regulations, will be furnished to and used by the employees.

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

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

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

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

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

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

1 **29.1.1 Seniority.** The employee's total uninterrupted time in the bargaining unit,
2 measured as total compensated hours excluding overtime, and up to a cap of 2088 hours for each
3 consecutive 12-month period. If two employees have equal seniority, seniority shall be determined
4 by the adjusted service date reflecting the employee's date of hire into a King County career service
5 position. A career service employee covered by this Agreement who separates from a career service
6 bargaining unit position in good standing, and returns to a career service bargaining unit position
7 within two years of separation, will be credited with previously accrued bargaining unit seniority.

8 **29.1.2. Layoff.** The involuntary separation of employment or involuntary
9 reduction/increase of work hours due to the elimination/reduction/increase of the position or its work
10 hours for reasons of budget, efficiency or reorganization. An involuntary increase or reduction in the
11 regular working hours of a position shall create the same vacancy placement and bumping rights for
12 employees whose hours are increased/reduced as are created by the terms of this Article for whose
13 position is being eliminated, except as provided otherwise by the Part-Time Employment Program.

14 **29.1.3 Qualified.** The employee possesses the necessary knowledge, skills and
15 abilities to competently perform the duties of a position; including required licenses and/or
16 certifications, and would be eligible to be appointed to the position as a new hire. The determination
17 of whether an employee is qualified is made by the Chief Nurse Officer at the time of the Employee
18 RIF Notice.

19 **29.1.4. Trial Service Period (TSP).** For purpose of this Section, if an employee is
20 required to serve a TSP pursuant to this Article, and the TSP is terminated by the employee or the
21 County according to the TSP terms stated in Article 34.7; the employee will be placed in layoff recall
22 for a period of (2) years consistent with this Article.

23 **29.1.5 Layoff Divisions.** Bargaining unit employees are in positions located in
24 multiple departments and divisions in Public Health and the Department of Adult and Juvenile
25 Detention. Each division shall be considered a Layoff Division. All bumping shall be limited to
26 positions in the same Layoff Division where a position is being eliminated. A bargaining unit
27 employee can only bump other less senior bargaining unit employees within their Layoff Division,
28 and cannot bump employees outside their Layoff Division.

Examples of current Layoff Divisions:

1. Nursing Office
2. Community Health Services
3. Prevention
4. Jail Health Services
5. Juvenile Detention

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

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

- King County Correctional Facility
- Regional Justice Center Jail

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

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

B

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

RIF Process: Individual Career Service Position

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

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

1 Association.

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

- 12
13 ➤ **RIF STEP 1.** Employee can elect to be laid off and placed on the layoff recall list.

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

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

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

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

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

- 26 ➤ **RIF STEP 4.** Employee can elect to bump (i.e., displace) the least senior employee in
27 the same job class within the same Layoff Division, provided the employee is
28 qualified to bump into the position, has more seniority than the incumbent employee,

and an exception has not been granted per 29.4.1. If the employee is unable to bump the least senior employee, the next least senior employee may be displaced from their position subject to the aforementioned bumping terms. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee in a position that has been granted an Exception.

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

- **RIF STEP 5.** Employee can elect to bump the least senior employee in the bargaining unit in a lower paid classification in the same Layoff Division (e.g., PHN may bump RN), provided the employee has successfully completed a probationary period in the lower level classification. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee that has been granted an Exception per 29.4.1.

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

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

RIF Process: Multiple Career Service Positions

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

Section 29.6. Employee RIF Notice and RIF Steps. The County shall provide all potentially impacted employees a RIF Notice at least (30) calendar days prior to the effective date of the RIF. After receipt of RIF Notice, each employee shall be allowed (14) calendar days to elect RIF Steps 1-5 stated above in accordance with the aforementioned rules regarding the exercise of RIF Steps. Application of the employees' selected RIF Steps will be administered in seniority order, with the most senior affected employee administered first, and the next most senior employee administered

second, and so forth until all impacted employee elected RIF Steps have been processed. Administration of employee elections will be based on the elections being timely and properly submitted by the impacted employees within the 14-day election period, starting the date the layoff notice was issued. Any vacancies must be filled under Step 2 if the nurse is qualified for the position prior to the nurse having the right to displace a less senior employee by application of Step 4 or Step 5. If an Exception is granted per 29.6.1 to an individual employee and their position, the employee shall not be subject to displacement through the application of Step 4 or Step 5 (i.e. bumping). When an employee submits their RIF Step elections, the elections shall not be subject to further change by the employee.

29.6.1 EXCEPTION. An exception to seniority-based bumping may be authorized by the Chief Nurse Officer, with notice to the Association, only if bumping out of order is required to retain essential skills and qualifications.

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

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

Employees who are recalled into a position shall not serve a Trial Service Period if the new position is the same job classification, same program, and same Layoff Division as the position from

1 which the employee was laid off. A recalled employee will serve a TSP if the new position is in a
2 different job classification, or a different Layoff Division, or in a different program within a Layoff
3 Division from the position in which they were laid off.

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

9 The County may offer additional layoff options including, but not limited to, placement in
10 other King County positions as provided in the Workforce Management Plan or other County
11 policies.

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

14 **ARTICLE 30: GRIEVANCE PROCEDURE**

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

25 **Section 30.2. Valid Grievance and Arbitrability.** A grievance subject to adjudication
26 through this grievance procedure shall be defined as an alleged violation of one or more terms of this
27 Agreement, and the Association shall provide the required information at each step in the grievance
28

1 procedure. The required information that must be filed by the Association with a grievance, includes
2 the following:

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

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

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

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

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

10 The Association shall not advance grievances related to disputing disciplinary action or
11 termination concerning probationary and temporary employees (i.e., term-limited temporary and
12 short-term temporary) because such employees are considered in "at-will" employment status. The
13 Association may pursue grievances on behalf of temporary employees related to other alleged
14 violations of the Agreement unrelated to disciplinary action.

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

20 **Section 30.3 Exclusive Representative.** If employees have access to the Personnel Board for
21 adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure
22 will preclude access to other procedures. If the employee chooses to access the Personnel Board for
23 the adjudication of disciplinary or reclassification issues, this decision shall waive the Association's
24 legal obligations for representation, unless mutually agreed otherwise.

25 **Section 30.4 Grievance Process.**

26 **STEP 1. Supervisor.** A grievance shall be presented in writing by the Association
27 on behalf of the aggrieved employee within thirty (30) calendar days of the occurrence, or the date
28

1 the employee should have known of the occurrence of such grievance to the employee's immediate
2 supervisor or designee. The written grievance shall include the required information in Section 30.2.

3 The immediate supervisor shall meet with the Association representative (and grievant if
4 applicable). The immediate supervisor or designee will contact the Association representative within
5 (15) calendar days of receipt of the written grievance to schedule the meeting. If applicable, the
6 grievance meeting will be held during the employees regular working hours. Every effort will be
7 made to schedule this meeting within (25) calendar days of the receipt of the written grievance by the
8 immediate supervisor. The supervisor may issue a decision based upon the information available at
9 the time if the Association representative is unable to attend a meeting in person within a reasonable
10 period of time (60 calendar days), except for extraordinary circumstances (e.g., where a medically
11 verifiable injury or illness exists). The supervisor shall notify the employee and the Association
12 representative in writing of their decision within (15) calendar days after the meeting. If the response
13 is sent via email, a "delivery receipt" will be added to the County email. If a grievance is not pursued
14 to the next level within (15) calendar days of the Step 1 decision response provided to the
15 Association, it shall be presumed resolved.

16 **STEP 2. Division Manager.** If after thorough discussion with the immediate
17 supervisor the grievance has not been satisfactorily resolved, the Association representative shall then
18 present the grievance to the Division Manager/designee for investigation, discussion, and written
19 reply. The written grievance shall include the required information from [Section 30.2]. The Division
20 Manager/designee will contact the Association representative within (15) calendar days of receipt of
21 the written grievance to schedule the meeting. Every effort will be made to schedule this meeting
22 within (25) calendar days of the receipt of the written grievance by the Division Manager or designee.
23 If applicable, the grievance meeting should be held during a grievant's regularly scheduled working
24 hours if the Association has asked the grievant to attend. The Division Manager/designee after
25 consulting with appropriate management stakeholders shall make a written decision available to the
26 Association representative within (15) calendar days after the meeting. If the grievance is not
27 pursued to the next higher level within (15) calendar days from the Association's receipt of the
28 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 Office of Labor Relations Director and designated Labor Negotiator assigned to this Agreement. The written grievance shall include the required information in [Section 30.2]. Every effort will be made to schedule this meeting within (25) calendar days of the receipt of the written grievance by the Negotiator. If the Association invites a grievant to attend the meeting, the meeting should be held during the employee's regular working hours. The Negotiator, after investigation and appropriate consultation with management stakeholders, shall make a written decision available to the Association representative within (15) calendar days after the Step 3 hearing. If the response is sent via email, a "delivery receipt" will be added to the County email. If the grievance is not pursued to the next higher level within sixty (60) calendar days from the Association's receipt of the Step 3 written decision or as described below, it shall be presumed resolved.

STEP 4. Mediation and/or Arbitration. Should the decision of the Negotiator not resolve the grievance at Step 3, 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 (30) calendar days of receipt of the Step 3 response by the Association. If such agreement cannot be reached, the Association may request arbitration within (60) calendar days of receipt of the Step 3 decision. If mediation is undertaken and is not successful, the Association may request arbitration within (30) calendar days if either the County or the Association declares impasse at mediation. The arbitration request shall be submitted in writing to the Director of the Office of Labor Relations and the Negotiator.

Should arbitration be chosen, the parties 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.

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

3 1. The arbitrator shall have no power to render a decision that will add to, subtract
4 from, or alter, change, or modify the terms of this Agreement, and their power shall be limited to
5 interpretation or application of the express terms of this Agreement, and all other matters shall be
6 excluded from arbitration. Additionally, the arbitrator must comply and adhere to any agreed upon
7 limitations set forth expressly in this grievance procedure, including those described in [Section
8 30.2].

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

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

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

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

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

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

ARTICLE 31: WAIVER CLAUSE

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

ARTICLE 32: WORK STOPPAGES

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

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

32.2.1. Within not more than six (6) hours after the occurrence of any such unauthorized action, the Association shall publicly disavow the same by posting a notice on the

bulletin boards available in each Department work area, stating that such action is unauthorized by the Association.

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

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

ARTICLE 33: 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 34: DEFINITIONS

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

PART A: KCC TERMS

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

Section 34.3 "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 34.4 “Comprehensive Leave Benefit Eligible Employee” is a new employment status term in KCC that includes full-time regular, part-time regular, provisional, probationary and term-limited temporary employees/positions. Excluded are employees in short-term temporary (STT) positions and administrative interns/positions. See KCC for specific definitions of these terms. This term was created, in part, to recognize that STTs are newly eligible to accrue sick leave in accordance with state law.

Section 34.5 “Term-limited temporary employee” means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three years beyond the date of hire, except that for grant-funded projects capital improvement projects and information systems technology projects the maximum period may be extended up to five years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

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

PART B: SPECIAL CBA TERMS

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

The purpose of a TSP is to provide the employee with the opportunity to acquire knowledge, training and skills necessary to competently perform in a new position. The timeframe for a TSP shall be (6) months in duration, which may be waived early by the County if the employee demonstrates enough competency in the position. The County may end TSP if management objectively assesses that an employee is not demonstrating sufficient progress to be able to

competently perform the duties of the new position by the end of the TSP period. Likewise, employee may end the TSP if they determine the new position is not an appropriate match. Unlike probation, successful completion of a TSP does not result in a wage step increase.

TSP in Layoff Recall Scenario. If an employee is serving a TSP as a result of being recalled to a new position per Article 29.8, and County end the TSP for the reasons stated in the foregoing paragraph, the employee will be placed back in layoff recall status. In the event the employee does not complete TSP, the employee shall be placed back on the layoff recall list for the remainder of the duration of the employee's initial two-year recall period, except all time spent in TSP status will be added to the layoff recall period. For example, assume employee is laid off January 2020. They are in layoff recall status for 6 months, and recalled June 2020, and must serve a (6) month TSP. Employee terminates TSP on August 2020 (3 months of TSP), and returns to layoff recall status. Employee will be eligible for layoff recall until March 2022 because their layoff recall period was extended by (3) months due to time spent in TSP.

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

ARTICLE 35: TERM OF AGREEMENT

This Agreement (inclusive of all Addendums) shall become effective when enacted by Council through ordinance and shall not be retroactively applied, unless a different effective date is specified, and covers the period of January 1, 2023 through December 31, 2024. 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 prior to December 31, 2024.

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APPROVED this _____ day of _____, 2024.

By: _____

King County Executive

FOR WASHINGTON STATE NURSES ASSOCIATION:

Tyler Breier Local Unit Chair, WSNA Negotiating Team

Date

Elena Schensted, Local Unit Secretary/Treasurer,, WSNA
Negotiating Team

Date

Tami Nesler Local Unit Grievance Officer, WSNA Bargaining
Team Member

Date

Carolyn Clark Local Unit Grievance Officer, WSNA Bargaining
Team Member

Date

Erika Fardig WSNA Bargaining Team Member

Date

Tara Barnes BSN, RN Nurse Representative for WSNA

Date

Robert Lavitt, Attorney for WSNA

Date

Addendum A

Wages Effective 1/1/2023 (+4.00%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$42.20	\$43.62	\$45.62	\$47.02	\$49.87	\$51.69	\$53.63	\$55.40	\$56.20	\$57.92	\$59.36
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$48.53	\$50.16	\$52.46	\$54.07	\$57.35	\$59.44	\$61.67	\$63.71	\$64.63	\$66.61	\$68.26
3313100	332101	Advanced Registered Nurse Practitioner	\$47.11	\$48.67	\$50.96	\$52.52	\$55.63	\$57.71	\$59.88	\$61.83	\$62.71	\$64.69	\$66.31
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$54.18	\$55.97	\$58.60	\$60.40	\$63.97	\$66.37	\$68.86	\$71.10	\$72.12	\$74.39	\$76.26
3311100	331202	Licensed Practical Nurse	\$24.96	\$25.59	\$26.26	\$26.84	\$27.58	\$28.43	\$28.93	\$29.71	\$30.42	\$31.15	\$31.94
3311110	331203	Licensed Practical Nurse - Jail	\$28.70	\$29.43	\$30.20	\$30.87	\$31.72	\$32.69	\$33.27	\$34.17	\$34.98	\$35.82	\$36.73
3317100	333701	Psychiatric Advanced Registered Nurse Practitioner	\$52.77	\$54.52	\$57.08	\$58.82	\$62.31	\$64.64	\$67.07	\$68.20	\$70.24	\$72.45	\$74.27
3317110	333702	Psychiatric Advanced Registered Nurse Practitioner - Jail	\$60.69	\$62.70	\$65.64	\$67.64	\$71.66	\$74.34	\$77.13	\$78.43	\$80.78	\$83.32	\$85.41
3312200	331402	Public Health Nurse	\$38.12	\$39.47	\$40.86	\$42.98	\$44.40	\$46.19	\$47.98	\$48.80	\$49.56	\$50.80	\$52.07
3312210	331403	Public Health Nurse - Jail	\$43.84	\$45.39	\$46.99	\$49.43	\$51.06	\$53.12	\$55.18	\$56.12	\$56.99	\$58.42	\$59.88
3312220	331501	Public Health Nurse - Juvenile	\$43.84	\$45.39	\$46.99	\$49.43	\$51.06	\$53.12	\$55.18	\$56.12	\$56.99	\$58.42	\$59.88
3312100	331302	Registered Nurse	\$34.88	\$36.29	\$37.69	\$39.05	\$40.24	\$41.53	\$42.92	\$44.48	\$45.99	\$47.60	\$48.83
3312110	331303	Registered Nurse - Jail	\$40.11	\$41.73	\$43.34	\$44.91	\$46.28	\$47.76	\$49.36	\$51.15	\$52.89	\$54.74	\$56.15
3312120	331304	Registered Nurse - Juvenile	\$40.11	\$41.73	\$43.34	\$44.91	\$46.28	\$47.76	\$49.36	\$51.15	\$52.89	\$54.74	\$56.15

Wages Effective at Implementation (incorporates RN-PHN parity)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$42.20	\$43.62	\$45.62	\$47.02	\$49.87	\$51.69	\$53.63	\$55.40	\$56.20	\$57.92	\$59.36
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$48.53	\$50.16	\$52.46	\$54.07	\$57.35	\$59.44	\$61.67	\$63.71	\$64.63	\$66.61	\$68.26
3313100	332101	Advanced Registered Nurse Practitioner	\$47.11	\$48.67	\$50.96	\$52.52	\$55.63	\$57.71	\$59.88	\$61.83	\$62.71	\$64.69	\$66.31
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$54.18	\$55.97	\$58.60	\$60.40	\$63.97	\$66.37	\$68.86	\$71.10	\$72.12	\$74.39	\$76.26
3311100	331202	Licensed Practical Nurse	\$24.96	\$25.59	\$26.26	\$26.84	\$27.58	\$28.43	\$28.93	\$29.71	\$30.42	\$31.15	\$31.94
3311110	331203	Licensed Practical Nurse - Jail	\$28.70	\$29.43	\$30.20	\$30.87	\$31.72	\$32.69	\$33.27	\$34.17	\$34.98	\$35.82	\$36.73
3317100	333701	Psychiatric Advanced Registered Nurse Practitioner	\$52.77	\$54.52	\$57.08	\$58.82	\$62.31	\$64.64	\$67.07	\$68.20	\$70.24	\$72.45	\$74.27
3317110	333702	Psychiatric Advanced Registered Nurse Practitioner - Jail	\$60.69	\$62.70	\$65.64	\$67.64	\$71.66	\$74.34	\$77.13	\$78.43	\$80.78	\$83.32	\$85.41
3312200	331402	Public Health Nurse	\$38.12	\$39.47	\$40.86	\$42.98	\$44.40	\$46.19	\$47.98	\$48.80	\$49.56	\$50.80	\$52.07
3312210	331403	Public Health Nurse - Jail	\$43.84	\$45.39	\$46.99	\$49.43	\$51.06	\$53.12	\$55.18	\$56.12	\$56.99	\$58.42	\$59.88
3312220	331501	Public Health Nurse - Juvenile	\$43.84	\$45.39	\$46.99	\$49.43	\$51.06	\$53.12	\$55.18	\$56.12	\$56.99	\$58.42	\$59.88
3312100	331302	Registered Nurse	\$38.12	\$39.47	\$40.86	\$42.98	\$44.40	\$46.19	\$47.98	\$48.80	\$49.56	\$50.80	\$52.07
3312110	331303	Registered Nurse - Jail	\$43.84	\$45.39	\$46.99	\$49.43	\$51.06	\$53.12	\$55.18	\$56.12	\$56.99	\$58.42	\$59.88
3312120	331304	Registered Nurse - Juvenile	\$43.84	\$45.39	\$46.99	\$49.43	\$51.06	\$53.12	\$55.18	\$56.12	\$56.99	\$58.42	\$59.88

Wages Effective 1/1/2024 (+4.00%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$43.89	\$45.36	\$47.44	\$48.90	\$51.86	\$53.76	\$55.78	\$57.62	\$58.45	\$60.24	\$61.73
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$50.47	\$52.16	\$54.56	\$56.24	\$59.64	\$61.82	\$64.15	\$66.26	\$67.22	\$69.28	\$70.99
3313100	332101	Advanced Registered Nurse Practitioner	\$48.99	\$50.62	\$53.00	\$54.62	\$57.86	\$60.02	\$62.28	\$64.30	\$65.22	\$67.28	\$68.96
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$56.34	\$58.21	\$60.95	\$62.81	\$66.54	\$69.02	\$71.62	\$73.95	\$75.00	\$77.37	\$79.30
3311100	331202	Licensed Practical Nurse	\$25.96	\$26.61	\$27.31	\$27.91	\$28.68	\$29.57	\$30.09	\$30.90	\$31.64	\$32.40	\$33.22
3311110	331203	Licensed Practical Nurse - Jail	\$29.85	\$30.60	\$31.41	\$32.10	\$32.98	\$34.01	\$34.60	\$35.54	\$36.39	\$37.26	\$38.20
3317100	333701	Psychiatric Advanced Registered Nurse Practitioner	\$54.88	\$56.70	\$59.36	\$61.17	\$64.80	\$67.23	\$69.75	\$70.93	\$73.05	\$75.35	\$77.24
3317110	333702	Psychiatric Advanced Registered Nurse Practitioner - Jail	\$63.11	\$65.21	\$68.26	\$70.35	\$74.52	\$77.31	\$80.21	\$81.57	\$84.01	\$86.65	\$88.83
3312200	331402	Public Health Nurse	\$39.64	\$41.05	\$42.49	\$44.70	\$46.18	\$48.04	\$49.90	\$50.75	\$51.54	\$52.83	\$54.15
3312210	331403	Public Health Nurse - Jail	\$45.59	\$47.21	\$48.86	\$51.41	\$53.11	\$55.25	\$57.39	\$58.36	\$59.27	\$60.75	\$62.27
3312220	331501	Public Health Nurse - Juvenile	\$45.59	\$47.21	\$48.86	\$51.41	\$53.11	\$55.25	\$57.39	\$58.36	\$59.27	\$60.75	\$62.27
3312100	331302	Registered Nurse	\$39.64	\$41.05	\$42.49	\$44.70	\$46.18	\$48.04	\$49.90	\$50.75	\$51.54	\$52.83	\$54.15
3312110	331303	Registered Nurse - Jail	\$45.59	\$47.21	\$48.86	\$51.41	\$53.11	\$55.25	\$57.39	\$58.36	\$59.27	\$60.75	\$62.27
3312120	331304	Registered Nurse - Juvenile	\$45.59	\$47.21	\$48.86	\$51.41	\$53.11	\$55.25	\$57.39	\$58.36	\$59.27	\$60.75	\$62.27

ADDENDUM B

NURSES ASSIGNED TO CHILDREN FAMILY JUSTICE CENTER (CFJC)

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

APPLICABLE PROVISIONS FOR JUVENILE DIVISION NURSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM C

ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

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

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

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

Agreement Regarding Alternative Schedule Agreement and Shift Premium:

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

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

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

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

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

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

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

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

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

Agreement Regarding Alternative Schedule Agreement Duration:

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

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

Agreement Regarding Reporting Time Worked Based on Actual Hours:

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

January 1, 2023 through December 31, 2024

310C0123

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

3 **Additional Provisions:**

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

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

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

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

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

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

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

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

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

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

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

7. Weekend Premium: A weekend premium shall be paid for all regular hours of work on
weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of work of

employees, including part-time and temporary employees, regularly scheduled to work weekend hours. For purposes of this provision, weekend hours shall be the hours of 2200 on Friday through 2200 on Sunday.

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

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

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

Rates	Type		Current
Monthly Rates	Unreserved		\$300
	Reserved		\$385
	Carpool/Electric Car		\$210
	ADA		\$150
Daily Rates	Daily Maximum ¹		\$20
	After-Hours / Weekend		\$7
	Motorcycles		\$5

^{1 1} See Article 9.2.2 regarding subsidized parking at Goat Hill for day shift nurses at KCCF.

ADDENDUM F
Shared Staffing

Purpose:

The Shared Staffing model concept is designed to expand and improve patient access to staff and services In Public Health Center Programs across the Community Health Services, and help address the trend of declining patient visits, and support decentralized service delivery.

Agreement:

1. Scope. The terms of the Shared Staffing Agreement (the Agreement) shall apply to staff working in the Public Health Centers, which includes the Maternity Support Services/Infant Case Management (MSS/ICM), Family Planning/Sexual and Reproductive Health, and Primary Care. The parties agree the intent of the Agreements is to develop new staff employment rules regarding program staffing, transfers, and work schedule changes intended to supersede collective bargaining agreement provisions where conflict exists. The agreement applies to all WSNA classifications working in or supporting these programs in the Public Health centers.

2. Implementation.

A. Check-Ins and Updates. CHS or WSNA may request to meet to share information or discuss concerns. The County may also present necessary updates to Table B due to organizational changes or service delivery needs. Updated versions of Table B will first be shared with WSNA prior to implementation, and subject to further discussion if requested. WSNA may also request to impact bargain changes to Table B.

B. Site orientation. Each site will develop/streamline the process to orient and train staff new to their site. The orientation will ensure that staff badges are operational at the sister site, and that access to network, and any necessary software (e.g. EHR software) are operational. Further orientation may include site flow/layout, site-specific processes, location of client resources for site, and a designated point person for the first day on site to address any questions that might arise. The supervisor and manager will assure this training occurs, and does not become burdensome for individual staff. Reasonable time will be dedicated to ensure adequate time for such orientation. Re-orientations will be offered upon staff request and when Transfers are infrequent.

3. Employee Worksite Transfers/Schedule Changes.

1 **A. Tables.** The Transfer Table (Table A) shall provide the terms for worksite transfers and
2 schedule changes. The Shared Staffing Configuration Table (Table B) shall provide definitions of the
3 shared staffing regional groups (i.e., Sister Sites). The term “Transfer” is intended to include both
4 work site changes, and possibly work_schedule changes for purposes of this Agreement.

5 **B. Exclusions:** Probationary employees are excluded from Transfers under this Agreement.

6 **C. Transfer Frequency/Duration.** Transfers will occur in full workday increments, unless
7 mutually agreed otherwise by staff and manager. Short-Term, Long-Term, and Permanent Transfers
8 may or may not occur on consecutive days. Transfers may be certain days per week or occasional
9 coverage (e.g., one day every other week).

10 **D. Next Day Transfers.** Management will consider employee circumstances (e.g.,
11 childcare), in particular when issuing Next-Day Transfers, including schedule adjustments such as
12 approval of employee flex time and change in length of lunch period.

13 **E. Travel Time.** Transfers shall require employees to direct report, with no pay for travel or
14 mileage, except for Same Day Transfers. Travel time for Same Day Transfers shall be paid from
15 home site to alternative work site and return to home site, unless otherwise agreed upon by the
16 employee. Staff transferred Same Day may utilize a county car if available, or receive mileage
17 reimbursement if using a personal vehicle.

18 **F. Part-Time Program Participants.** Staff participating in the CHS Part-Time
19 Employment Program will maintain their day(s) off for Same Day, Next Day, Short-Term Transfers
20 and Long-Term Transfers. Depending on need, Permanent Transfers may require revising status
21 and/or day(s) off.

22 **G.** Transfers initiated under this agreement shall not be subject to Article 17 of Appendix
23 60 and Article 11 of the WSNA Staff Collective Bargaining Agreement. (***This document supersedes***
24 ***transfer/schedule language in relevant CBAs.***)

25 **4. Transfer Selection Process.**

26
27 When site Transfers are necessary, site management teams will follow the staffing coverage process
28 below to determine who is available and who is capable to best meet the site needs given home site

workloads. Once it has been determined that Shared Staffing is necessary, management will engage with employees that may Transfer to join the discussion.

A. The supervisor at the home site will be the supervisor of record during the Transfer. Management will assess the type of appointments/clients or other work for which coverage is needed, which will inform what classification type of staff person is needed at the sister site (clinic receiving staff). Similarly, the type of appointments/clients/personnel at the home site (clinic sending staff), may inform what type of staff can be shared, and what type of staff need to remain at the home site. The following staffing process shall be used to meet coverage needs:

1. Float (Career Service and TLT)
2. Voluntary Transfer – based on seniority
3. Involuntary Transfer – rotating, based on inverse seniority
4. Alternative staffing (e.g., STT float)

a. Transfer List. Each site shall maintain a log of employee transfers.

b. Rotation. All Involuntary Transfers shall result in the employee subject to Involuntary Transfer being rotated to the bottom of the rotation at the conclusion of their Transfer. If the staff member at the top of the rotation is on vacation or sick leave, they will be skipped, but remain on top of the rotation.

c. Notice. The supervisor/manager will send confirmation of the Transfer to the employee via email as the final step in the process. (See Table A.)

d. Scheduled leaves. No previously approved vacation or sick leave will be revoked due to a proposed Transfer, unless mutually agreed. No employee will be required to take vacation to account for a work hours scheduling deficit due to the Transfer.

e. Staff Concerns with Transfer to a Particular Site. If an employee has concerns about being transferred to a particular site, the staff member should immediately raise the concern with their Supervisor or Area Manager, who will take this into consideration.

Addendum F Table A

	Length of Transfer (how far into future)	Notice of Transfer	Location Details	Schedule (Limitation) Details	Illustrative Examples
Same Day	1 day <i>(60 day cap per employee per calendar year²)</i>	Same day notice	Sister Sites ³	Employee (EE) will work same work schedule as at home site. EE may maintain Alternative Work Schedule (AWS). EE may voluntarily accept changes to work schedule.	Illness Bereavement Leave Family Emergency
Next Day	1-4 days <i>(60 day cap per employee per calendar year²)</i>	Previous day notice (as early in the day as possible, and no later than 12:00; notification later than 12:00 becomes a Same Day transfer)	Sister Sites ³	(EE) will work same work schedule as at home site & maintain Alternative Work Schedule (AWS). <i>EE may voluntarily accept changes to work schedule.</i> EE may opt for 30-minute lunch. <i>(Supervisors and Managers of the two sites involved will work together to determine how to work with employee's AWS.)</i>	Illness Bereavement Leave Family Emergency
Short Term	1 month or less <i>(60 day cap per employee per calendar year²)</i>	Minimum 5 business days	Sister Sites ³	EE is encouraged to voluntarily adjust schedule to sister site schedule (if different from home site schedule). EE on AWS may maintain their AWS.	Vacation Medical Leave -Procedure Float Coverage Unavailable

				EE may opt for 30-minute lunch. <i>(Supervisors and Managers of the two sites involved will work together to determine how to work with employee's AWS.)</i>	
Long Term	More than 1 month and up 1 year	Minimum 15 business days	Sister Sites ³	EE will change to sister site work schedule (if different from home site schedule), unless home site schedule meets the needs of the sister site. If EE is on AWS, and this meets the needs of the sister site, EE may maintain AWS.	Maternity Leave Medical Leave – Surgery
Permanent	Ongoing	At least 45 calendar days	All Sites	EE will change to sister site work schedule (if different from home site schedule), unless home site schedule meets the needs of the sister site. If EE is on AWS, and this meets the needs of the sister site, EE may maintain AWS.	Partial position needed Adjust to visit volume Share position across sites

Addendum F Table B

First Steps (MSS/ICM)

Home Site	Sister Sites			
Auburn	Kent East Hill	Renton	South Regional B	Federal Way/Midway
Columbia	Regional North B	North	Regional South A	
Federal Way/Midway	Auburn	Kent East Hill	Regional South A	
Kent East Hill	Auburn	Renton	Regional South B	Federal Way/Midway
North	Regional North A	Columbia	Regional North B	
Renton	Auburn	Kent East Hill	Regional South B	
Regional South A	Federal Way/Midway	Regional South B	Columbia	
Regional South B	Auburn	Kent East Hill	Renton	Regional South A
Regional North A	North	Regional North B		
Regional North B	Columbia	Regional North A	North	

Family Planning/Sexual and Reproductive Health

Home Site	Sister Sites					
Auburn	Federal Way	Kent East Hill	Eastgate			
Eastgate	Auburn	Federal Way	Kent East Hill			
Federal Way	Auburn	Kent East Hill	Eastgate			
Kent East Hill	Auburn	Federal Way	Eastgate			

Primary	Sister Sites					
Downtown	Eastgate	NAVOS				
Eastgate	Downtown	NAVOS				
NAVOS	Downtown	Eastgate				

ADDENDUM G

Longevity Steps Working Committee

Longevity Steps - Working Committee: during the life of the CBA the parties will convene to study this issue for the purpose to trying to align the Employer's wage schedule with industry standard steps. The result of this work is intended to become the foundation for the parties' next contract negotiations.

ADDENDUM H

Jail Relief Nurse position for Jail Health Services - One year pilot program

Background

The County and WSNA recognize the difficulty of filling unexpected openings in the JHS schedules and are looking to create additional options to maintain uninterrupted staffing in those situations. The parties both aim to reduce the County's use or reliance upon agency-supplied nurses.

Given the complexities within JHS scheduling and operations, the Parties agree to implement this jail relief nurse flexible pattern on a one-year trial basis. After one year they shall evaluate the effectiveness of the position and determine whether to continue, modify or eliminate this MOU.

Absent agreement this MOU concludes after one year as described below.

To that end the Parties agree as follows:

A. **Jail Relief Nurse.** The County will create a new nurse flexible pattern for career service nurses titled Jail Relief Nurse within JHS (MRJC and KCCF).

1. **Number of Jail Relief Nurse flexible patterns** –The County may create up to 6.0 FTE's of JRN patterns total, allocated as the County chooses between day, evening and night, provided that Relief nurses shall not rotate from day to night or night to day. Relief nurses may rotate from day to evening or evening to night, and vice versa.

B. **Purpose of Jail Relief Nurse.** The parties have created the JRN patterns to address the challenge of filling holes that occur in the JHS nurse schedule, while not encouraging the proliferation of new patterns. A JRN is a bid flexible pattern without a set pattern schedule. Instead the JRN's schedule each month may vary depending on operational need. JRN's are not exempt from working holidays or weekends.

1 Once a relief nurse bid has been awarded, a relief pattern nurse is not eligible to bid until they
2 have worked at least three (3) months in their current pattern (measured from the first day of work in
3 the new pattern).Absent agreement by the Parties to modify or extend this MOU, it will conclude
4 after it has been in effect for one year. The one year shall commence starting on the first day of the
5 month with a schedule containing a JRN flexible pattern.

EXHIBIT A



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov

January 24, 2025

James Crowe
King County
Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1142

Dear James:

We are writing on behalf of WSNA and hereby request the below information related to the parties' upcoming negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023). Please provide the information, where possible, via an electronic spreadsheet attachment to me at franco@workerlaw.com and to Jennifer Fernando at fernando@workerlaw.com.

1. By individual bargaining unit nurse, specify name, address, social security number, FTE, date of hire (DOH)*, current position title, shift, unit, date of appointment to current positions, and individual base compensation rate;
*If a nurse was in the employer's employ, but not in a bargaining unit position with no break in service, please specify DOH and date the nurse became a bargaining unit member.
2. Number of nurses in the bargaining unit as of the payroll date nearest to receipt of this letter;
3. Number of full-time, part-time, equivalents in the bargaining unit by position title;
4. Turnover rate for the life of the current contract;
5. Annual straight time payroll for the bargaining unit for the life of the current contract;
6. Annual expenditure for overtime for bargaining unit for the life of the current contract;
7. Annual health department budget for each year of the current contract;
8. List all members who received the jail premium during the life of the current contract;
9. List all bargaining unit members and their accrued sick leave and annual leave;
10. List all bargaining unit members who reached their maximum accruals in sick leave and annual leave over the life of the current contract;
11. Provide a list of daily overtime for January 1, 2023 to date. For each overtime shift worked, provide the name of the bargaining unit member, the clinic or department for which the overtime was worked, date of overtime, shift of overtime, and number of hours (or minutes) for each occurrence.

Please provide the data in your response in an excel sheet format providing WSNA the ability to search and reorganize by column;

12. Please list all bargaining unit employees who have been terminated by the employer or have voluntarily terminated employment with the employer during the life of the contract. For each employee listed, provide the following: date of termination, reason for termination, and whether the termination was voluntary or involuntary. If a termination was voluntary in connection with a discipline or layoff, please so state. Please provide the data in your response in an excel sheet format providing WSNA the ability to search and reorganize by column;
13. Provide a list of all bargaining unit members who have been rehired during the life of the current agreement;
14. During the life of the current agreement, how many bargaining unit members used education days? For each use, provide the name of the member, days used, and clinic or area they work;
15. During the life of the current agreement, how many bargaining unit members were denied time to use education days?
16. During the life of the current agreement, how many bargaining unit members were denied vacation requests? For each denial state the reason provided by management; and,
17. List all workplace injuries reported to the State that involved, either directly or indirectly, a bargaining unit member. For each reported injury, provide the name of the member, type of injury reported, date of injury, and amount of time off (or leave) used by the member.
18. Provide a list of all missed breaks, sorted by division, for the last 2 years.
19. Provide the updated Telecommuting Policy/Guidelines, as well as any requests made under that Policy, any denials, and the basis for any denials.
20. Provide any personnel regulations or ordinances applicable to the process of making selections for promotional positions, within the meaning of Art. 11.3.4.

Please provide the information as soon as possible, but no later than February 7, 2025. Please contact me if you have any questions. Thank you for your cooperation.

Sincerely,



Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT B



18 West Mercer Street, Suite 400
Seattle, WA 98119

TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov

February 27, 2025

James Crowe
King County
Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

21. Copies of the contracts the County has entered into with any agencies used to supply agency nurses, including both contracts with the agencies and with the individual agency nurses.
22. The amount the County has spent on agency nurses every year for 2022, 2023, and 2024.
23. The number of agency nurses that have been employed every year from 2022, 2023, and 2024.
24. The number of short-term temps that have been employed in the bargaining unit in 2022, 2023, and 2024, identifying the number in each classification each year.
25. The number of nurses receiving certification premiums each year from 2022, 2023, 2024.
26. The number of nurses receiving bilingual pay.

Please provide this information no later than **March 10, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT C



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

April 16, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

28. A copy of every nurse who has received bilingual premium in 2024 and 2025;
29. A copy of every job posting that has designated job duties of using one or more specific non-English language or ASL as a "desired" skill or qualification;
30. A copy of every job posting that has designated job duties of using one or more specific non-English language or ASL as a "required" skill or qualification;
31. The Division and Program the nurses are in that have received bilingual premium; and
32. Anyone who has submitted for but was denied the bilingual premium and the basis for the denial.

Please provide this information no later than **April 25, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written over a horizontal line.

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT D



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

April 25, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

- 33. Please clarify whether any individuals in the bargaining unit are receiving a 2.5% or other percentage-based premium for bilingual skills.
- 34. Please provide any agreement that has been entered into by the County with Harborview.
- 35. Please explain any funding agreement between the County and Harborview.

Please provide this information no later than **May 2, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT E



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

May 1, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

36. EEO Reports and/or public sector equivalent for the most recent 4 years.

37. Ethnic, gender, and demographic data for your WSNA workforce as of today, January 1, 2025, January 1, 2024, January 1, 2023, and January 1, 2022.

Please provide this information no later than **May 9, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written over a horizontal line.

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT F



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

May 8, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

- 38. A blank copy of the form nurses submit as part any PHSKC incident reporting system and/or any other division-specific forms used to report staffing concerns.
- 39. Any policies or instructions given to RNs applicable to use of any PHSKC incident reporting system.

Please provide this information no later than **May 16, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT G



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

May 19, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

- 40. Please provide copies of any and all signs regarding workplace violence that are posted at all worksites where bargaining unit members work.
- 41. Please identify which locations contain any such signage.
- 42. Please identify the amount that JHS paid in costs in 2022, 2023, 2024 for parking costs under Art. 9.2.1.

Please provide this information no later than **May 27, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT H



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

May 30, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

- 43. Please identify the number of grievances filed in each bargaining unit each year for 2022-2024 under Article 39 of the Master Labor Agreement.
- 44. Please identify the number of grievances that proceeded to arbitration each year for 2022-2024 under Article 39 of the Master Labor Agreement.

Please provide this information no later than **June 10, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at valenzuela@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT I



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov

July 17, 2025

James Crowe
King County – Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

45. Please identify the number of grievances filed in each bargaining unit each year for 2022-2024 under Article 39 of the Master Labor Agreement.
46. Please provide all grievances filed alleging violation of any collective bargaining agreement's non-discrimination language over the past five years.
47. Please provide copies of any arbitration decisions adjudicating alleged violations of any collective bargaining agreement's non-discrimination language over the past five years.
48. Please provide the total compensation analysis the County has performed and referenced as forming the basis of its opinion that it pays nurses competitively. It is our understanding from statements made in bargaining that such analysis exists which includes the value of fringe benefits including retirement, health care, etc.
49. Please identify the number of agency or travel nurses the County has employed each year in 2020, 2021, 2022, 2023, and 2024.
50. Please identify the amount that the County has spent on agency or travel nurses in 2020, 2021, 2022, 2023, and 2024.
51. Please provide copies of any contracts entered into with agency or travel nurses in 2020, 2021, 2022, 2023, and 2024.

52. Please provide any algorithms, timelines, or written guidelines addressing the processing of discrimination complaints, maintained by any division, including Human Resources or the Office of Equity & Social Justice.
53. Please provide the average number of days from complaints being filed to resolution.
54. Please provide documentation of any instance in which a person took in the WSNA bargaining unit took Parental Leave under Article 19.2 when their position was scheduled to end in a timeframe that would not enable the employee to return to work for six months following the leave.
55. For any examples provided in response to the previous request, please clarify whether the person incurred a repayment obligation, or whether the person was able to work for more than six months such that no repayment obligation was incurred.
56. An accounting of the number of comp time hours nurses accrued in each year of the contract for 2022, 2023, and 2024.
57. The amount of comp leave hours that each nurse carried over into the subsequent year for 2022, 2023, and 2024.

Please provide this information no later than **July 31, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at valenzuela@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,



Danielle Franco-Malone

Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT J



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov
KCutright@KingCounty.gov

July 31, 2025

James Crowe
King County – Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

58. Please provide copies of all emails or other communications from Schedulers seeking additional staff to support daily staffing needs.

59. Please provide copies of any pending proposals from other unions seeking to remove restrictions on the ability to grieve violations of the non-discrimination language.

Please provide this information no later than **August 14, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at valenzuela@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read "Danielle Franco-Malone".

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT K



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov
KCutright@KingCounty.gov

September 4, 2025

James Crowe
King County – Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Staff Unit)
BIL No.: 2831-1152

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

60. When did the County resume offering critical shift incentive pay?
61. Please explain how the critical shift incentive pay is coded for payroll purposes (e.g., is the premium paid by coding the shift as a callback shift?).
62. Please explain whether nurses will accrue vacation and sick leave for working a critical incentive shift, consistent with the MOU the parties previously entered into (see https://cdn.wsna.org/assets/local-unit-assets/seattle-king-county-health-dept-staff/PHSKC-staff-MOUSupplemental_to_Critical_Shift_Incentive_Pay-July-2022.pdf)
63. Please explain whether critical shift pay will be used to offset FLSA overtime pay in circumstances when a nurse also works over 40 hours in the same FLSA workweek as a Critical Shift.
64. Please confirm whether critical shift incentive pay is available to both supervisors and staff RNs.

Please provide this information no later than **September 18, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at valenzuela@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

September 4, 2025
Page 2

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read "Danielle Franco-Malone". The signature is fluid and cursive, with the first name "Danielle" being more prominent.

Danielle Franco-Malone
Counsel for WSNA

cc: Tara Barnes, BSN, RN, WSNA Nurse Representative

EXHIBIT L



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov

January 24, 2025

James Crowe
King County
Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1142

Dear James:

We are writing on behalf of WSNA and hereby request the below information related to the parties' upcoming negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023). Please provide the information, where possible, via an electronic spreadsheet attachment to me at franco@workerlaw.com and to Jennifer Fernando at fernando@workerlaw.com.

1. By individual bargaining unit nurse, specify name, address, social security number, FTE, date of hire (DOH)*, current position title, division, shift, unit, date of appointment to current positions, and individual base compensation rate;
*If a nurse was in the employer's employ, but not in a bargaining unit position with no break in service, please specify DOH and date the nurse became a bargaining unit member.
2. Number of nurses in the bargaining unit as of the payroll date nearest to receipt of this letter;
3. Number of full-time, part-time, equivalents in the bargaining unit by position title;
4. Turnover rate for the life of the current contract;
5. Annual straight time payroll for the bargaining unit for the life of the current contract;
6. Annual expenditure for overtime for bargaining unit for the life of the current contract;
7. Annual health department budget for each year of the current contract;
8. List all members who received the jail premium during the life of the current contract;
9. List all bargaining unit members and their accrued sick leave and annual leave;
10. List all bargaining unit members who reached their maximum accruals in sick leave and annual leave over the life of the current contract;
11. Provide a list of daily overtime for January 1, 2023 to date. For each overtime shift worked, provide the name of the bargaining unit member, the clinic or department for which the overtime was worked, date of overtime, shift of overtime, and number of hours (or minutes) for each occurrence.

Please provide the data in your response in an excel sheet format providing WSNA the ability to search and reorganize by column;

12. Please list all bargaining unit employees who have been terminated by the employer or have voluntarily terminated employment with the employer during the life of the contract. For each employee listed, provide the following: date of termination, reason for termination, and whether the termination was voluntary or involuntary. If a termination was voluntary in connection with a discipline or layoff, please so state. Please provide the data in your response in an excel sheet format providing WSNA the ability to search and reorganize by column;
13. Provide a list of all bargaining unit members who have been rehired during the life of the current agreement;
14. During the life of the current agreement, how many bargaining unit members used education days? For each use, provide the name of the member, days used, and clinic or area they work;
15. During the life of the current agreement, how many bargaining unit members were denied time to use education days?
16. During the life of the current agreement, how many bargaining unit members were denied vacation requests? For each denial state the reason provided by management; and,
17. List all workplace injuries reported to the State that involved, either directly or indirectly, a bargaining unit member. For each reported injury, provide the name of the member, type of injury reported, date of injury, and amount of time off (or leave) used by the member.
18. Provide a list of all missed breaks, sorted by division, for the last 2 years.
19. Provide the updated Telecommuting Policy/Guidelines, as well as any requests made under that Policy, any denials, and the basis for any denials.
20. Provide any personnel regulations or ordinances applicable to the process of making selections for promotional positions, within the meaning of Art. 11.3.
21. Provide a job description for the Nurse Recruiter position Job Class Code 3308100.

Please provide the information as soon as possible, but no later than February 7, 2025. Please contact me if you have any questions. Thank you for your cooperation.

Sincerely,



Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT M



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov

February 27, 2025

James Crowe
King County
Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

22. Copies of the contracts the County has entered into with any agencies used to supply agency nurses, including both contracts with the agencies and with the individual agency nurses.
23. The amount the County has spent on agency nurses every year for 2022, 2023, and 2024.
24. The number of agency nurses that have been employed every year from 2022, 2023, and 2024.
25. The number of short-term temps that have been employed in the bargaining unit in 2022, 2023, and 2024, identifying the number in each classification each year.
26. The number of nurses receiving certification premiums each year from 2022, 2023, 2024.
27. The number of nurses receiving bilingual pay.

Please provide this information no later than **March 10, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT N



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

April 16, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

28. A copy of every nurse who has received bilingual premium in 2024 and 2025;
29. A copy of every job posting that has designated job duties of using one or more specific non-English language or ASL as a "desired" skill or qualification;
30. A copy of every job posting that has designated job duties of using one or more specific non-English language or ASL as a "required" skill or qualification;
31. The Division and Program the nurses are in that have received bilingual premium; and
32. Anyone who has submitted for but was denied the bilingual premium and the basis for the denial.

Please provide this information no later than **April 25, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written over a horizontal line.

Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT O



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

April 25, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

- 33. Please clarify whether any individuals in the bargaining unit are receiving a 2.5% or other percentage-based premium for bilingual skills.
- 34. Please provide any agreement that has been entered into by the County with Harborview.
- 35. Please explain any funding agreement between the County and Harborview.

Please provide this information no later than **May 2, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written over a horizontal line.

Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT P



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

May 1, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

36. EEO Reports and/or public sector equivalent for the most recent 4 years.

37. Ethnic, gender, and demographic data for your WSNA workforce as of today, January 1, 2025, January 1, 2024, January 1, 2023, and January 1, 2022.

Please provide this information no later than **May 9, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written over a horizontal line.

Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT Q



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

May 19, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

- 38. Please provide copies of any and all signs regarding workplace violence that are posted at all worksites where bargaining unit members work.
- 39. Please identify which locations contain any such signage.
- 40. Please identify the amount that JHS paid in costs in 2022, 2023, 2024 for parking costs under Art. 9.2.1.

Please provide this information no later than **May 27, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at fernando@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read "Danielle Franco-Malone".

Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT R



18 West Mercer Street, Suite 400
Seattle, WA 98119

TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to: jacrowe@kingcounty.gov

May 30, 2025

James Crowe
King County - Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

41. Please identify the number of grievances filed in each bargaining unit each year for 2022-2024 under Article 39 of the Master Labor Agreement.
42. Please identify the number of grievances that proceeded to arbitration each year for 2022-2024 under Article 39 of the Master Labor Agreement.

Please provide this information no later than **June 10, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at valenzuela@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written over a horizontal line.

Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT S



18 West Mercer Street, Suite 400
Seattle, WA 98119

TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov

July 17, 2025

James Crowe
King County – Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

43. Please identify the number of grievances filed in each bargaining unit each year for 2022-2024 under Article 39 of the Master Labor Agreement.
44. Please provide all grievances filed alleging violation of any collective bargaining agreement's non-discrimination language over the past five years.
45. Please provide copies of any arbitration decisions adjudicating alleged violations of any collective bargaining agreement's non-discrimination language over the past five years.
46. Please provide the total compensation analysis the County has performed and referenced as forming the basis of its opinion that it pays nurses competitively. It is our understanding from statements made in bargaining that such analysis exists which includes the value of fringe benefits including retirement, health care, etc.
47. Please identify the number of agency or travel nurses the County has employed each year in 2020, 2021, 2022, 2023, and 2024.
48. Please identify the amount that the County has spent on agency or travel nurses in 2020, 2021, 2022, 2023, and 2024.

49. Please provide copies of any contracts entered into with agency or travel nurses in 2020, 2021, 2022, 2023, and 2024.
50. Please provide any algorithms, timelines, or written guidelines addressing the processing of discrimination complaints, maintained by any division, including Human Resources or the Office of Equity & Social Justice.
51. Please provide the average number of days from complaints being filed to resolution.
52. Please provide documentation of any instance in which a person took in the WSNA bargaining unit took Parental Leave under Article 19.2 when their position was scheduled to end in a timeframe that would not enable the employee to return to work for six months following the leave.
53. For any examples provided in response to the previous request, please clarify whether the person incurred a repayment obligation, or whether the person was able to work for more than six months such that no repayment obligation was incurred.
54. An accounting of the number of comp time hours nurses accrued in each year of the contract for 2022, 2023, and 2024.
55. The amount of comp leave hours that each nurse carried over into the subsequent year for 2022, 2023, and 2024.

Please provide this information no later than **July 31, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at valenzuela@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,



Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT T



18 West Mercer Street, Suite 400
Seattle, WA 98119

TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov
KCutright@KingCounty.gov

July 31, 2025

James Crowe
King County – Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

56. Please provide copies of all emails or other communications from Schedulers seeking additional staff to support daily staffing needs.

57. Please provide copies of any pending proposals from other unions seeking to remove restrictions on the ability to grieve violations of the non-discrimination language.

Please provide this information no later than **August 14, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at valenzuela@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative

EXHIBIT U



18 West Mercer Street, Suite 400
Seattle, WA 98119
TEL (800) 238.4231
FAX (206) 378.4132

Danielle Franco-Malone
Partner
DIR (206) 257-6011
franco@workerlaw.com

Sent via e-mail to:
jacrowe@kingcounty.gov
KCutright@KingCounty.gov

September 4, 2025

James Crowe
King County – Labor Relations Negotiator

Re: WSNA & Seattle-King County Public (Supervisory Unit)
BIL No.: 2831-1145

Dear James:

WSNA hereby request the below information related to the parties' negotiations. Where not specified otherwise, each request seeks information during the term of the current contract (i.e. since January 1, 2023).

58. When did the County resume offering critical shift incentive pay?
59. Please explain how the critical shift incentive pay is coded for payroll purposes (e.g., is the premium paid by coding the shift as a callback shift?).
60. Please explain whether nurses will accrue vacation and sick leave for working a critical incentive shift, consistent with the MOU the parties previously entered into ([see https://cdn.wsna.org/assets/local-unit-assets/seattle-king-county-health-dept-staff/PHSKC-staff-MOUSupplemental_to_Critical_Shift_Incentive_Pay-July-2022.pdf](https://cdn.wsna.org/assets/local-unit-assets/seattle-king-county-health-dept-staff/PHSKC-staff-MOUSupplemental_to_Critical_Shift_Incentive_Pay-July-2022.pdf))
61. Please explain whether critical shift pay will be used to offset FLSA overtime pay in circumstances when a nurse also works over 40 hours in the same FLSA workweek as a Critical Shift.
62. Please confirm whether critical shift incentive pay is available to both supervisors and staff RNs.

Please provide this information no later than **September 18, 2025**. Please direct the information to my attention and, if possible, please submit the information in electronic form to me at franco@workerlaw.com and my paralegal at valenzuela@workerlaw.com. Please do not delay production until all records are located, but rather provide the documents as they are identified.

September 4, 2025
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Please contact me with any questions or concerns at (206) 257-6011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danielle Franco-Malone', written in a cursive style.

Danielle Franco-Malone
Counsel for WSNA

cc: Linda Burbank, J.D., BSN, RN, WSNA Nurse Representative