

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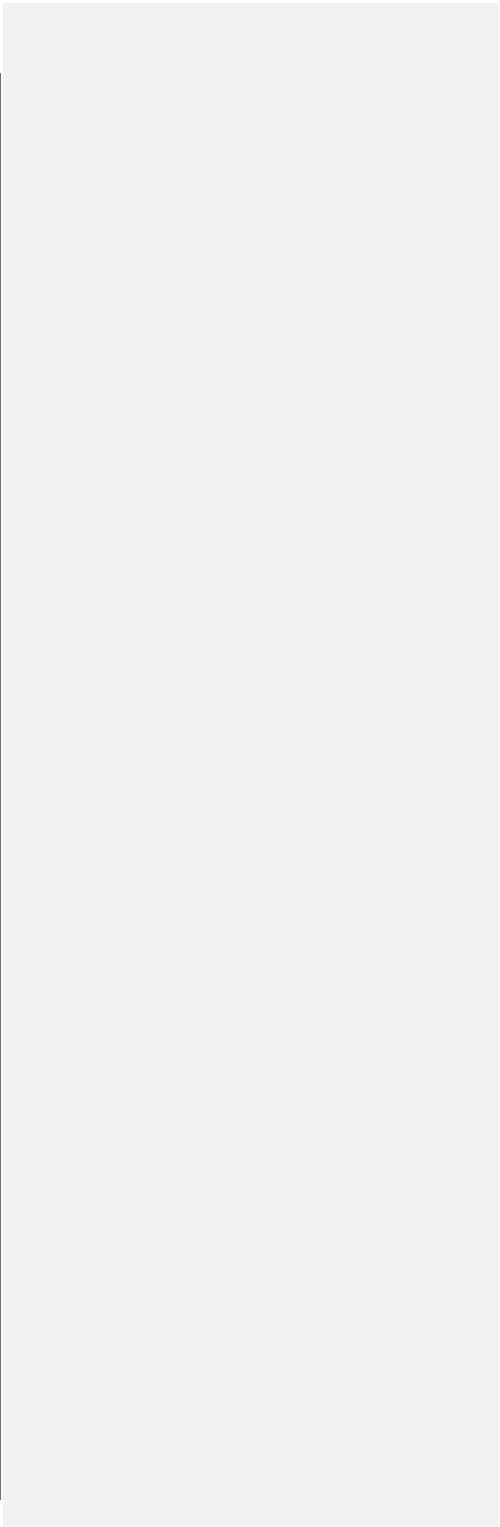
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These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the County) and the Washington State Nurses Association (hereinafter referred to as the ~~Association~~Union).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

ARTICLE 1: PURPOSE

_____ The intent and purpose of this Agreement is to promote the continued improvement of the relationship between Seattle King County Public Health and the Department of Adult and Juvenile Detention hereinafter the County) and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate

*Washington State Nurses Association - Staff Nurses - Departments: Public Health, Adult and Juvenile Detention
(Juvenile Detention)
January 1, ~~2023-2026~~ through December 31, ~~2024~~2029
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1 bargaining units provided the County has authority to act on such matters. -The objective of this
2 Agreement is to promote cooperation between the County and its employees including cooperation in
3 reducing negative impacts to the County's equity and social justice goals. -This Agreement and the
4 procedures which it establishes for the resolution of differences is intended to contribute to the
5 continuation of good employee relations.

6 **ARTICLE 2: NON-DISCRIMINATION**

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

9 **Section 2.2. Non-discrimination.** -The County and the Union shall not unlawfully discriminate
10 against any individual employees with respect to compensation, terms, conditions or privileges of
11 employment by reason of sex, race, color, national origin, religious affiliation, disability, sexual
12 orientation, gender identity or expression, marital status, pregnancy, age except by minimum age and
13 retirement provisions, status as a family caregiver, military status or status as a veteran who was
14 honorably discharged or who was discharged solely as a result of the person's sexual orientation or
15 gender identity or expression

16 **Section 2.3. Avenue of Redress.** Allegations of unlawful discrimination or alleged violations
17 of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure.
18 Alleged violations of discrimination standing alone may be advanced to Step 3 of the grievance
19 procedure and may not be advanced to arbitration. Grievances in which allegations of discrimination
20 or violations of this Article are a component, and not the sole alleged violation, may otherwise be
21 subject to arbitration. However, the allegation of discrimination shall be barred from advancement to
22 arbitration, while remaining alleged violations may be advanced to arbitration. ~~Complaints or charges~~
23 ~~under this Article shall be pursued through appropriate equal employment opportunity agencies or~~
24 ~~through reporting a complaint to the Human Resources Manager or the Equity Workforce Manager~~
25 ~~pursuant to the King County Nondiscrimination, Anti-Harassment and Inappropriate Conduct Policy,~~
26 ~~which can be found on the Department of Human Resources website.~~

27 **ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES**

28 **Section 3.1. Bargaining Unit.** The County hereby recognizes the ~~Association~~Union 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-

1 management classification that requires an RN or LPN license, the County will notify the
2 AssociationUnion.

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

10 **Section 3.3. Payroll Deduction.** Upon receipt of a written authorization individually signed
11 by an employee voluntarily, the County shall deduct from the pay of such employee who has so
12 authorized it the amount of dues and initiation fee or representational fees as certified by the
13 AssociationUnion and transmit the same to the AssociationUnion. -The information will be provided
14 in Excel, CSV or Tab Delimited format.

15 The County will refer all employee inquiries regarding dues deduction revocation to the
16 AssociationUnion. -Employees may revoke their authorization for dues payroll deductions by written
17 notice to the AssociationUnion in accordance with the terms and conditions of their dues authorization
18 form.- Every effort will be made to discontinue dues payroll deductions not later than the second payroll
19 period after the County receives written confirmation from the AssociationUnion that the terms of an
20 employee's authorization regarding dues deduction revocation have been met.

21 The AssociationUnion will indemnify, defend and hold the County harmless against any claims
22 made and against any suit instituted against the County on account of any deduction of dues for the
23 AssociationUnion. -The AssociationUnion agrees to refund to the County any amounts paid to it in
24 error on account of the deduction provision upon presentation of proper evidence thereof.

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

28 **Section 3.5. Visitation.** A representative of the AssociationUnion may, after notifying the
Department Official in charge who is outside of the bargaining unit, visit the work location of
employees covered by this Agreement at any reasonable time for the purpose of investigating
grievances.- Such AssociationUnion representative shall limit their activities during such investigation
to matters relating to this Agreement. -Department work hours shall not be used by employees or the

1 Representative of Washington State Nurses ~~Assoeiation~~Association for the conduct of
2 ~~Assoeiation~~Union business or the promotion of ~~Assoeiation~~Union affairs.

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

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

12 **Section 3.7. New Employee Orientation.** The local unit chairperson or designee will be
13 afforded up to thirty (30) minutes to meet with all new employees within the new employee's first
14 ninety (90) calendar days of employment per requirements in RCW 41.56.037, to provide information
15 on the ~~Assoeiation~~Union and this Agreement. Upon request by the ~~Assoeiation~~Union, the County will
16 allow a new employee time to meet with an ~~Assoeiation~~Union representative within the first (12)
17 calendar days of employment.

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

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

1 4. Paid release time shall not count as time worked for contractual overtime.

2 **Section 3.9. Public Records Requests.** When documents in an individual employee's
3 personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records
4 request, the County will provide the employee notice of the request in advance of the release date. If
5 the County receives a public records request for personal information for the entire membership of the
6 ~~Assoeiation~~Union working for the County, the County shall notify the ~~Assoeiation~~Union as soon as
7 possible, and if possible prior to the release of the information.

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

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

22 **Section 3.11. PAC Deductions.** During the term of this Agreement, the County will deduct
23 the sum specified from the pay of each member of the Union who voluntarily executes a Washington
24 State Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When
25 filed with the County, the authorized form will be honored in accordance with its terms. The amount
26 deducted and a roster of all nurses using payroll deduction for PAC contributions will be promptly
27 transmitted to the Union by a check separate from the dues deduction check payable to its order. Upon
28 completed transmission of a check to WSNA, the County's responsibility shall cease with respect to
such deductions. The Union will provide a monthly report of any changes to the fixed WSNA PAC
amounts. The County agrees to direct all communications from nurses regarding payroll deduction to
WSNA. The Union hereby undertakes to indemnify and hold the County harmless from all claims,
demands, suits or other forms of liability that shall arise against the County for or on account of any

1 such deductions made from the wages of such nurse.

2 **ARTICLE 4: RIGHTS OF MANAGEMENT**

3 **Section 4.1.** ~~The Association~~Union recognizes the prerogatives of the County to operate and
4 manage its affairs in all respects in accordance with its responsibilities and powers of authority and to
5 direct the workforce except as may be limited by the express provisions of this Agreement.- Such
6 functions of the County include, but are not limited to, determining the mission, budget, organization,
7 number of employees; recruiting, examining, evaluating, promoting, training, transferring employees
8 consistent with Article 11, and determining the time and methods of such action; disciplining,
9 suspending, demoting, or dismissing regular employees for just cause; assigning and directing the work
10 force; developing and modifying employee classifications; determining the method, materials, and
11 tools to accomplish the work; establishing reasonable work rules; establishing the hours of work and
12 changing work schedules consistent with Article 10; determining work locations; and the right to take
13 whatever actions may be necessary to carry out the Department's mission in case of emergency. The
14 County agrees to discharge any notice or bargaining obligations to the extent required by law.

15 **Section 4.2, Change of duties.** The County retains the right to alter the duties of a position.
16 The status of the incumbent is not affected when altered duties are consistent with the classification
17 specifications. -Major alteration of essential duties must be preceded by notice of the alteration to all
18 affected employees. -The County will provide necessary training and identify performance
19 expectations.

20 **ARTICLE 5: CONFERENCE COMMITTEES**

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

1 **Section 5.2. Executive Conference Committee.** An Executive Conference Committee is
2 established for issues affecting the Department or bargaining unit as a whole, except for matters for
3 which another procedure is provided by law or other provisions of this Agreement. -The Executive
4 Conference Committee shall consist of equal numbers of representatives of administration and the
5 ~~Association Union.~~ ~~Association Union~~ representatives shall be the elected officers of the bargaining
6 unit.

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

9 ~~Section 5.3. Conference Committee Operations.~~ The parties agree that the ground rules of
10 the Executive Conference Committee and Local Conference Committees will include provisions for
11 recording and distributing meeting minutes.

12 ~~Association Union~~ representatives to the Conference Committees shall be provided release time
13 with pay to attend meetings.

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

22 ~~Nurses are encouraged to raise and report patient care and staffing concerns and will are not be~~
23 ~~disciplined for doing so. Staffing concerns will be discussed at Conference Committee.~~

24 **Section 5.5. Joint Labor/Management Staffing Partnership.-** The County will make its
25 staffing plans available for each work site. -The County and the ~~Association Union~~ will utilize Joint
26 Labor/Management Committees to develop a process for the purpose of identifying measures that can
27 be used to inform staffing decisions. -Similar measures will be identified that will be utilized to
28 understand patient outcomes and the impact of staffing levels on patient outcomes.

ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION

29 ~~Section 6.1. Job Titles Wage Rates.~~ The job titles of employees covered under
30 this Agreement and the corresponding rates of pay are set forth in Addendum A which is attached

1 hereto and made a part of this Agreement. _____

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

4 ~~6.2.1. Ratification Incentive.~~ Upon County implementation of this Agreement, employees in career
5 service and TLT positions who were active employees on the date of Union ratification shall receive a
6 one-time payment of \$1000, excluding classifications that have received wage increases through
7 Registered Nurse Public Health Nurse parity through this Agreement, as well as the recently created
8 Psychiatric ARNP Jail position.

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

11 ~~Section 6.2.4. Wage Step Increases.~~ Annually on January 1, non-probationary career
12 service and term-limited temporary employees who are not at the top step will advance to the next
13 higher step on the salary range, provided that the employee is no longer in a probationary status as of
14 September 30th of the previous year. Short Term Temporary employees will be given step increases
15 in accordance with the progression rate established in this Agreement on the employee's anniversary
16 date.

17 ~~Section 6.3. 2026 COLA.~~ Effective January 1, 2026, the classification wages listed in
18 Addendum A shall be increased by three and three-quarters percent (4-3.75%).

19 ~~Section 6.4. 2027 COLA.~~ Effective January 1, 2027, the classification wages listed in
20 Addendum A shall be increased by ~~4~~three and three-quarters percent (3.75%).~~3.75%.~~

21 ~~Section 6.5. 2028 COLA.~~ Effective January 1, 2028, WSNA-represented positions shall
22 receive a cost-of-living adjustment (COLA) applied to 2027 base wages derived from the formula
23 below.

24 A.- COLA will be 95ninety-five percent (95%) of the average growth rate of the six (6)
25 prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for
26 Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through
27 June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment
28 for January 1, 2028, shall be calculated as the average of the year-over-year percentages from the
August 2026, October 2026, December 2026, February 2027, April 2027, and June 2027 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 2025

1 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024
2 CPI-W.

3 C.- Regardless of the result calculated using this formula, the annual COLA shall not be
4 more than four percent (4%) and shall not be less than three percent -(3%).

5 Section 6.6.- 2029 COLA. Effective January 1, 2029, WSNA-represented positions shall
6 receive a cost-of-living adjustment (COLA) applied to 2028 base wages derived from the formula
7 below.

8 A. -COLA will be 95ninety-five percent (95%) of the average growth rate of the six (6)
9 prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for
10 Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through
11 June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment
12 for January 1, 2029, shall be calculated as the average of the year-over-year percentages from the
13 August 2027, October 2027, December 2027, February 2028, April 2028, and June 2028 values of the
14 CPI-W.

15 B.- A year-over-year change means the percentage change in the CPI-W for that
16 measurement compared to the CPI-W for the same month the prior year. -For example, the June 2025
17 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024
18 CPI-W.

19 C.- Regardless of the result calculated using this formula, the annual COLA shall not be
20 more than four percent (4%) and shall not be less than two percent (2%).

21 **Section 6.46. -Wage Step Increases.** Annually on January 1, non-probationary career service
22 and term-limited temporary employees who are not at the top step will advance to the next higher step
23 on the salary range. -Short Term Temporary employees will be given step increases in accordance with
24 the progression rate established in this Agreement on the employee's anniversary date.

25 **Section 6.57. Longevity Premium.** Full-time Career Service and part-time Career Service
26 nurses shall receive the following longevity premiums based upon their length of service with the
27 Department.
28

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.

6.7.1 Effective January 1, 2028, Section 6.7, above, will be struck and the eleven (11)-step wage scale will transition to a twenty-one (21)-step scale, as reflected in Appendix A.

Bargaining Unit members will move on to the scale at the step which is closest to their current pay (base hourly rate of pay plus longevity) without a loss in pay. Such transition to the new wage scale will be based on the pay scale in effect December 31, 2027, i.e. the January 1, 2028. GWI will be applied to the nurse's new step.

Section 6.68. JHS Assignment Premium: Bargaining unit positions in Jail Health Services will receive a fifteen percent (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 6.79. Shift Differentials. A bargaining unit employee scheduled to work in a twenty-four (24)-hour facility or site which is staffed for twenty-four (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 twenty-four (24)-hour facilities in Public Health the shifts are as follows:

	MRJC	KCCF	DAJDCCFJC
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 twenty-four (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~~ bereavement 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 6.810. Weekend Premium. A weekend premium shall be paid for all regular hours of work on weekends at the rate of four dollars (\$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 6.119. 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.

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

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

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

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

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

18
19 Pay differentials made pursuant to this section shall be included in the calculation of the nurse's
20 FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.

21 ~~**Section 6.4012, Bilingual Premium Pay.** Employees may be assigned in writing to provide
22 bilingual, interpreter and/or translation services to the Department and shall receive a premium of
23 twenty five dollars (\$25) per biweekly pay period. The assignment will be renewed annually and may
24 be terminated at any time. It is understood by the parties that the work performed by the bilingual
25 speaker provided for under this section shall not supplant the work of the Medical
26 Interpreter/Translator. If the bilingual premium pay for other employees working in Public Health is
27 increased, then such increase will be extended to employees covered by this Agreement at the same
28 time. Bilingual premium pay shall be included in the calculation of the nurse's FLSA regular rate for
purposes of payment for hours which qualify as overtime under the FLSA.~~

1 **6.12.1. Bilingual Pay Position Designation.** Effective prospectively upon ratification
2 and implementation of this agreement, the County at its sole discretion will determine whether the use
3 of one (1) or more specific non-English language or American Sign Language (ASL) is desired or
4 required for specific job duties and positions. Employees in such designated positions are eligible to
5 receive bilingual pay premiums as defined below. The County may end or modify the assignment of
6 job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time,
7 which will result in the immediate adjustment of the bilingual pay premium. The existing assignments
8 will be reviewed annually to determine whether one (1) or more specific non-English language or
9 American Sign Language (ASL) is desired or required for all positions. Any employee deemed
10 ineligible for a bilingual premium shall not be required to provide bilingual services.

11 **6.12.2. Employee Eligibility and Pay Premiums.** Employees in bilingual pay premium
12 eligible positions must demonstrate sufficient language proficiency in the target language as
13 determined by the County. Employees may be required to successfully retest their language proficiency
14 at any time. Job classifications that have core interpreter/translator functions are ineligible to receive
15 bilingual pay premiums. Under no circumstances will an employee receive more than one bilingual
16 pay premium or additional bilingual pay premiums for proficiency in multiple languages. The hourly
17 premium is excluded on all hours compensated but not worked.

18 **6.12.3. -Bilingual Skills Desired Pay Premium.** Eligible employees whose job duties
19 include the “desired” use of one (1) or more specific non-English language or ASL will receive a one
20 dollar -(\$1.00) per hour premium on actual hours worked.

21 **6.12.4. Bilingual Skills Required Pay Premium.** Eligible employees whose job duties
22 include the “required” use of one (1) or more specific non-English language or ASL will receive a two
23 dollar (\$2.00) per hour premium on actual hours worked.

24 **6.12.5. Implementation.** Section 6.12 applies prospectively and replaces any and all
25 bilingual pay premiums provided herein or other practices. Upon implementation, the County will
26 notify employees currently receiving bilingual pay premiums of whether their position is designated as
27 “desired” or “required” to use of one (1) or more specific non-English language or ASL. Employees
28 may be required to successfully retest their language proficiency to be eligible for bilingual pay
premiums following this designation. Employees who do not demonstrate proficiency will not be
eligible for bilingual pay premiums.

6.12.6. Indemnification. The County shall indemnify employees consistent with King
County Code 2.21.060.

1 6.12.7. Testing. Language proficiency testing and release time will be provided in
2 accordance with County policy.

3 Section 6.113. Certification Premium Pay.

4 All currently employed nurses who are certified in a specialty area by a national nursing
5 organization and relevant to their nursing practice shall be paid a premium of fifty dollars (\$50) per
6 biweekly pay period, provided the particular certification has been approved by the Nursing Office and
7 their respective manager, and provided the nurse continues to meet all educational and other
8 requirements to keep the certification current and in good standing. -A nurse is eligible for only one (1)
9 certification premium regardless of the number of certifications the nurse may have. -The certification
10 pay will be effective the first full pay period after the date a copy of documentation of certification is
11 received by the County.

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

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

23 Advanced Practice Nurse Specialists Certifications

- 24 • Child/Adolescent Psychiatric–Mental Health CNS
- 25 • Pediatric CNS
- 26 • Public/Community Health CNS
- 27 • Diabetes Management—Advanced
- 28 • Certified Correctional Health Professional – Advanced
- Certified Occupational Health Nurse
- Certified Nurse Educator

1 •• Certified Infection Control

2
3 **RN/PHN Certifications**

- 4 • ————— • CCHP-RN Certification
5 • ————— • International Board Certified Lactation Consultant (IBCLC)
6 • ————— • Ambulatory Care Nursing
7 • ————— • Community Health Nursing
8 • ————— • Advanced Forensic Nursing
9 • ————— • Diabetes Management
10 • ————— • Nursing Case Management
11 • ————— • Pediatric Nursing
12 • ————— • Psychiatric-Mental Health Nursing
13 • ————— • Public Health Nursing—Advanced
14 • ————— • Certification Board of Infection Control and Epidemiology
15 • ————— • Medical-Surgical Nursing
16 • ————— • Pain Management Nursing
17 • ————— • Wound Care

18 **Section 6.1214. Preceptor Assignments.** Nurses assigned as preceptors shall be paid one
19 dollar and fifty cents (\$1.50) per hour more than their normal hourly rate and in accordance with this
20 Section. -This premium pay shall only be due for hours actually worked and not for paid leave benefits.
21 Preceptor premium pay shall be included in the calculation of the nurse’s FLSA regular rate for
22 purposes of payment for hours which qualify as overtime under the FLSA. -The Department shall
23 reduce to writing the length of each preceptor assignment.

24 A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health Nurse, Advanced
25 Practice Nurse Specialist, or Advanced Registered Nurse Practitioner with at least one (1) year of
26 continuous relevant experience who is assigned specific responsibility for planning organizing,
27 teaching, and evaluating the new skill development of a student intern or nurse employed by the
28 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 6.4315, 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 services.
6 Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium over the nurse's
7 base rate of pay. -Charge Nurse pay shall be included in the calculation of the nurse's FLSA regular
8 rate for purposes of payment for hours which qualify as overtime under the FLSA.- Examples of Charge
9 Nurse duties include day-to-day problem solving and reporting, assignment and distribution of work
10 or maintenance of a balanced workload among employees. -A Charge Nurse shall not have authority
11 to hire, fire, or discipline, nor effectively recommend any of these actions.- There will be a good faith
12 effort to balance the Charge Nurse's additional responsibilities with the nurse's direct patient care
13 assignments. -Charge Nurse designations may be revoked at any time with an explanation to the
14 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 6.4416, 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 shall
22 be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which
23 qualify as overtime under the FLSA.

24 **Section 6.4517, 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 6.4618, Part-time and temporary employees. If a part-time or temporary employee
(not necessarily the same person) has worked for one thousand forty-four (1,044) hours in a period of
twelve (12) or fewer months, the AssociationUnion may request a meeting with the County to review

1 the feasibility of posting a position at that site to fill the hours which have been filled by a Part-time
2 and temporary employee. -If such a need is jointly determined, the Department Director shall make a
3 position request to the Budget Office.

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

8 ~~6.1618.1.~~ Part-time and temporary employees shall be eligible for standby pay, callback
9 pay, shift differentials, weekend premium and jail premium pay.

10 ~~6.1618.2.-~~ Part-time and temporary nurses are not entitled to holidays, bereavement
11 leave or other paid leaves. If required by state law, sick leave will be provided by applicable provisions
12 in Article 15.

13 ~~6.1618.3.-~~ In accordance with King County Code (3.12.040), part-time and temporary
14 employees, other than probationary, provisional and term-limited employees, who exceed the calendar
15 year working hours threshold shall receive compensation in lieu of leave benefits at the rate of fifteen
16 percent (-15%) of gross pay for all hours worked, paid retroactive to the first hour of employment and for
17 each hour worked thereafter. -The employee will also receive a one (1)-time only payment in an amount
18 equal to the direct cost of three (3) months of insured benefits, as determined by the director, and, in lieu
19 of insured benefits, an amount prorated to an hourly equivalent based on the employee's normal work
20 week for each hour worked thereafter. -Such additional compensation shall continue until termination of
21 employment or hire into a full-time regular, part-time regular or term-limited position. -Further,
22 employees receiving pay in lieu of insured benefits may elect to receive the medical component of the
23 insured benefit plan, with the cost to be deducted from their gross pay; provided, that an employee who
24 so elects shall remain in the selected plan until termination of employment, hire into a full-time regular,
25 part-time regular, or term-limited position, or service of an appropriate notice of change or cancellation
26 during the employee benefits annual open-enrollment.

27 **Section 6.17: Deferred Compensation. ~~Beginning with the Effective Date of this Agreement~~**
28 ~~#~~New employees will be automatically enrolled in the Deferred Compensation Program according to
the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be
withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases
every January 1st. -While the open enrollment process will default to the auto-enrollment for deferred
compensation, employees have the option to "opt out" at any time during open enrollment.- They may

1 also opt out of the program at any other time after they have enrolled.

2 Section 6.18. Master's/Doctoral Step. Any nurse attaining a Master's and/or Doctoral Degree
3 in Nursing while employed at King County shall receive an increase of one (1) step per degree up to a
4 maximum of two (2) steps total, provided the nurse is not already at the top step of the wage scale. The
5 increase will be effective the first full pay period after the date a copy of documentation of the degree
6 is received by the County.

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

8 **Section 7.1. Health Benefits.** King County presently participates in insured medical, dental,
9 vision, long term disability, accidental death and dismemberment, and life insurance programs.- The
10 plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management
11 Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations,
12 including the ~~Association~~Union. -The JLMIC has negotiated the benefits agreement for 2023, ~~and 2024,~~
13 ~~and 2025.~~ The ~~Association~~Union further agrees and adopts all terms and conditions of any successor
14 JLMIC Agreement(s) through the duration of this Agreement or the term of the next successor JLMIC
15 Agreement, whichever has a later expiration.

16 **Section 7.2. -Workers' Compensation Benefits.** Employees covered by this Agreement shall
17 be covered by the County Industrial Insurance Plan and any supplement thereto as provided by County
18 ordinance.

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

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

23 **Section 8.1. Licensing/Certification Requirements - Condition of Employment.** All nurses
24 must meet licensing and certification requirements as a condition of hire and continued employment.
25 Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and
26 prescriptive authority prior to their date of hire. -Nurse Practitioners must maintain Advanced
27 Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with
28 the Department. -Nurses failing to maintain necessary licenses or certifications will be demoted from
their current position or terminated from employment.- Nurses employed in positions at the detention
facilities (KCCF, MRJC, and JDC) must obtain and maintain security clearance.

Section 8.2. License Fees. The County shall pay for the cost of the following license fees for
career service employees, and for term-limited temporary employees that have been employed by the

1 County for at least one(1) year.

- 2 ➤ Renewal for Registered Nurse License;
- 3 ➤ Renewal for Licensed Practical Nurse License
- 4 ➤ Renewal for ARNP license; and,
- 5 ➤ Application and renewal fees of state authorized prescriptive authority.

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

17 **Section 8.4. ARNP Credential Verification Fee.** ARNP's, as a condition of employment (and
18 at the time of the offer of employment), must undergo initial verification of their professional
19 credentials.- Newly hired ARNPs may opt to have the direct fees for such verification of credentials
20 deducted from their first paychecks.

21 **ARTICLE 9: MILEAGE AND PARKING**

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

26 **Section 9.2. Parking.**

27 **9.2.1.** For those jail nurses who are normally assigned to work downtown but are
28 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

1 Department.

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

7 Due to ~~extreme-ongoing~~ recruiting and retention challenges facing Jail Health Services, nurses
8 working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the “After-
9 Hours” rate. -This benefit shall sunset on December 31, 2024~~9~~, ~~but may be extended by agreement of~~
10 ~~the parties into the next contract term if severe recruiting and retention challenges remain.~~

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

13 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

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

17 **Section 10.2.- Work Week.** The current FLSA work week shall begin at 12:00 a.m. Saturday
18 and end at 11:59 p.m. Friday, except employees in Jail Health Services (“JHS”) shall have an FLSA
19 workweek that begins at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday. -Other seven (7)-day
20 work week beginning and ending times may be designated to accommodate unusual schedules (such
21 as the 9/8 alternative schedule). -Upon request, copies of schedules and alternative work week
22 designations shall be provided to the ~~Association~~Union and to the Office of Labor Relations.

23 **Section 10.3. Change to FLSA Workweek.** The parties agree that the next time there is
24 occasion to conduct a widescale re-bid at either Jail Health Services site (KCCF or MRJC), the re-bid
25 may include at the discretion of the County a change to the FLSA workweek upon new pattern work
26 schedules taking effect. If this option is exercised, the FLSA workweek for JHS employees will change
27 from a Sunday-through-Saturday workweek to a workweek that begins Saturday at 12:00 a.m. and ends
28 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

1 worked in excess of forty (40) in a work week. The mutually agreed upon flex schedule will not trigger
2 daily overtime for hours in excess of the regularly scheduled shift.

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

8 **Section 10.6. Hours Worked In Excess of Regularly Scheduled Day (“Daily Overtime”).**

9 **10.6.1.** All nurses in the bargaining unit are eligible for contractual daily overtime
10 (“Daily Overtime”) if they perform actual work hours in excess of their eight, nine, ten,
11 or twelve (-8, 9, 10, or 12) hour shift consecutively worked (excluding rest and meal period breaks)
12 immediately before or after the employee’s regular schedule or approved flex schedule, and provided
13 further that such work is authorized by the employee’s supervisor. For employees in temporary status
14 (e.g., STT) that do not have a regular schedule, consecutive hours worked in excess of an employee’s
15 scheduled shift of at least eight (8) hours in a workday shall be paid at the Daily Overtime rate. -Paid
16 leave hours shall not count toward satisfying an employee’s regularly scheduled hours in a workday
17 for purposes of Daily Overtime eligibility.

18 **10.6.2.- Daily Overtime Pay Rate Calculation.** Daily Overtime, shall be paid at the
19 rate of one and one-half (1-1/2) times the nurse’s applicable base rate of pay (listed in
20 Addendum A), and one and one-half (1-1/2) times the following premiums and differentials, where
21 applicable: longevity pay, weekend pay, shift differential, charge nurse pay, JHS assignment rate (per
22 Section 6.6), and out-of-class pay, provided that such work is authorized by the employee’s supervisor.
23 The Department will make a good faith effort to minimize the use of overtime.

24 **10.6.3.** In addition, the Department will follow RCW 49.28.140, Mandatory Overtime
25 Prohibited, with respect to Jail Health Services overtime. The County and Department
26 of Labor and Industries have also entered into a compliance agreement unique to King County signed
27 May 31, 2018, concerning RCW 49.28.140. Employee complaints may be filed with the appropriate
28 state agency. -

Section 10.7. Compensatory Time. Overtime may be compensated by compensatory time off
at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee requests
compensatory time accrual in advance and the supervisor approves.- Employees may not have a balance
of more than forty (40) hours of compensatory time. -All compensatory time not used by the end of a

1 calendar year will be paid in cash. -Exception: if use was not feasible due to work demands of the
2 position, the employee may request, and the Division Manager may approve the carryover of up to
3 forty (40) hours of accrued compensatory time.— Use of compensatory time off must be approved in
4 advance as for vacation leave.

5 **Section 10.8. Non-Jail Employee Work Schedules.** The establishment of employee work
6 schedules is within the purview of management. When the County deems it necessary, work schedules
7 other than a Monday through Friday and work hours other than eight (8) hours per day and forty (40)
8 hours per week may be established. Both parties acknowledge that a change of duties or an overtime
9 assignment does not constitute a schedule change.—The Department recognizes the need to give
10 employees timely notice of schedules and schedule changes and avoid frequent schedule changes.
11 Work schedule changes may be required to effectively meet operational needs (e.g., client service
12 accessibility, expanded service hours, staffing changes, program changes). To that end, the Department
13 shall make reasonable efforts to ensure the final schedule is provided at least ten (10) calendar days
14 before the schedule takes effect, and in accordance with the schedule change terms described below.

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

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

20 **10.8.1. Type 1 Schedule Change.** The County will provide thirty (30) calendar
21 days’ advance notice for work schedule changes that result in a change of one-and-one half (~~1-1/2~~)
22 hours or less in scheduled start and end times, occurring Monday through Saturday, and maintain the
23 same number of regularly scheduled work hours per day (e.g., eight (8) hours per day, ten (10) hours
24 per day). For example, a nurse scheduled M-F 8_a.m.-5_p.m. could have their start and end times
25 changed to M-F 9:30_a.m. to 6:30_p.m. provided thirty (30) calendar days’ advance notice is given prior
26 to the effective date of the new work schedule. -If an employee has particular concerns about a proposed
27 work schedule, the employee should immediately raise the concerns with their supervisor or area
28 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);

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

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

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

8 **10.8.3. Type 3 Schedule Change.** In the event of County declared emergency, temporary
9 changes to employee schedules may be implemented with as much notice as possible
10 given the circumstances.

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

12 **10.9.1.** An alternative work schedule is defined as any schedule of hours of work
13 other than the traditional five eight-hour days within a seven (7)-day work week. The terms in
14 this Section apply only to employee-requested alternative work schedules, not employer established
15 alternative work schedules. -Examples of alternative work schedules include but are not limited to:

16 A. 4 - 10-hour workdays;

17 B. 9/80-off work week schedule (the record keeping timesheet for this
18 schedule must be the one which meets the FLSA standards dividing
19 between two work weeks mid shift on the fifth day of work which is
20 either eight (8) hours or a day off.)~~—~~

21 ~~—~~**10.9.2.** Nurses, individually or in groups, may request an alternative work
22 schedule. The request will be reviewed to see if it meets the business needs of the site.

23 If more than one (1) nurse requests an alternative work schedule, the nurse with the greatest bargaining
24 unit seniority at that site/workgroup will be granted the alternative work schedule. If the request is
25 denied, the basis for the denial (an explanation of how/why the schedule does not meet the business
26 needs of the site) will be provided in writing to the employee. -Additionally, the employee is entitled
27 to have the decision on the request reviewed by the Director or Deputy Director of Community Health
28 Services, provided a request for such review is made in writing within ten (10) business days of receipt
of the initial decision.

~~—~~**10.9.3.** In administering alternative work schedules, the following working conditions

1 shall prevail:

- 2 A. -Overtime shall be paid per Section 10.4 and 10.5 of this Agreement.
- 3 B. -Vacation benefits shall be accrued and expended on an hourly basis.
- 4 C. -Sick leave benefits shall be accrued and expended on an hourly basis.
- 5 D. -Holidays shall be granted in accordance with Article 15 of this Agreement.
- 6 E. -Employee participation shall be on a voluntary basis.
- 7 F. -Every six (6) months all alternative work schedules will be reviewed by the affected
8 nurse(s) and the immediate supervisor. -The Department or the employee shall provide forty-five (45)
9 calendar days' notice of their intent to discontinue the alternative schedule, unless the employee and
10 the Department mutually agree to waive the forty-five (45) day requirement.

11 **Section 10.10. Clark Children and Family Justice Center (CCFJC) Work Schedules.** For
12 work schedule changes and information applicable to employees in CCFJC only, see Addendum B.

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

14 **10.11.1. The JHS Nurse Monthly Work Schedule (“Monthly Schedule”).** The
15 Department recognizes the need to give employees timely notice of schedules and schedule changes.
16 The JHS Monthly Schedule is produced and published by JHS. The Monthly Schedule applies to nurses
17 in KCCF and MRJC and lists work schedules for the upcoming month, scheduled leaves, and identifies
18 available shifts that are open for nurses to work in addition to their regular pattern (i.e. “shift needs”).
19 The Monthly Schedule includes career service staffing patterns, extra shifts covered by career service
20 nurses, and shifts covered by short-term temporary, term-limited temporary, and agency nurses. The
21 Monthly Work Schedule is first produced and displayed as a “Draft Schedule,” and periodically
22 updated until it takes effect as described below.

23 A. The “Draft Schedule” with vacant shift needs will be displayed by the 10th
24 of the preceding month that it takes effect. -The Draft Schedule includes short-term temporary, term-
25 limited temporary, career service staffing patterns, approved vacation, holidays, sick time, planned
26 leaves and any extra shifts that career service nurses have requested and updates in shift needs from
27 the JHS Scheduler. -Agency nurses will only be scheduled on the “Draft Schedule” when first posted
28 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

1 shift on the posted "Draft Schedule" on a first come, first serve basis, subject to updates in shift needs
2 from the JHS Scheduler.

3 C. A schedule update will be posted at least ten (10) days before it takes effect.

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

11 **10.11.2. Individual Work Pattern Changes.** Prior to changing an employee's regular
12 scheduled pattern, the supervisor shall first contact the employee to discuss said change. -The
13 Department reserves the right to make temporary changes to the schedule to ensure the staffing of the
14 facility in cases of emergency (i.e., immediate vacancies, medical leave coverage, unanticipated
15 absence of a scheduled nurse). -Prior to changing the schedule, the County will seek volunteers and
16 utilize available temporary staff.- Once the final schedule has been posted, any change by the
17 Department to the employee's schedule, shall be by mutual consent. -Both parties acknowledge that a
18 change of duties or an overtime assignment does not constitute a schedule change.

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

22 **10.11.3. Individual Pattern Rebids due to Pattern Vacancy.** _When a pattern is
23 vacated, the pattern shall be posted for seven (7) calendar days for bidding from nurses at both sites.
24 The nurse with the highest seniority that bids on the pattern will be given the pattern and the effective
25 date for the new pattern. -Once a bid has been awarded, a nurse is not eligible to bid until they have
26 worked at least six (6) months in their current pattern (measured from the first day of work in the new
27 pattern).

28 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.

1 **10.11.4. Wide-scale pattern changes and rebid process.** In the event of wide-scale
2 changes in scheduling patterns at the jail, pattern rebids will occur by individual facility per the
3 following the process below.

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

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

13 **Step 2: New Patterns.** JHS will create initial draft new pattern work schedules and
14 share these with the Scheduling Committee for review and feedback. Final approval of new patterns is
15 at the discretion of JHS. Once new final patterns are available for a facility, JHS will share a copy with
16 the AssociationUnion prior to the wide-scale pattern rebid. The new patterns may have different
17 workweek hours (i.e. FTE status) than patterns prior to the wide scale rebid, which may impact whether
18 a nurse increases/decreases their workweek hours in their new pattern.

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

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

26 **ii. Nurse FTE status not equivalent to new pattern workweek hours:** If a
27 nurse bids on a new pattern not equivalent to their FTE status during the rebid, other (less senior) nurses
28 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.

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

5 **10.11.5. Pattern Guidelines. Consecutive Weekend Work/Shift Rotation.** The
6 Department and the Association/Union agree that bargaining unit employees have a legitimate interest
7 in limiting and/or eliminating the practice of mandating the regular rotation of employee's work shifts
8 (i.e., days to evenings and back to days, on a rotating basis). -It is further recognized that bargaining
9 unit employees have a legitimate interest in limiting the amount of consecutive weekend work required
10 of employees.

11 **10.11.6.** If career service nurses are regularly required to work outside their specific
12 budgeted FTE (80 hrs./2 weeks = 1.0 FTE, within .2 FTE of the position held by the impacted
13 employee), the Association/Union may request that the position be reviewed to determine whether it is
14 feasible to increase or decrease the position's FTE. -If such change is jointly determined, the Director
15 shall make a request to the Budget Office.

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

19 **Section 10.13. Missed Breaks. Nurses are required to record and report missed meal and rest**
20 **breaks. The County is required to appropriately compensate nurses for missed meal and rest breaks.**
21 **Nurses do not and will not face retaliation for accurately recording missed meal or rest breaks. Nurses**
22 **should notify supervisors of any potential missed meal or rest break in advance, if possible. The County**
23 **will ensure that nurses are able to record missed breaks in the County's electronic timekeeping system.**
24 **The County is committed to continuously improving reporting and approval processes to support staff**
25 **in their ability to take meal and rest breaks and reduce reporting barriers.**

26 **ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENT**

27 **Section 11.1. Position Vacancies.** Career Service vacancies created within the job
28 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

1 as temporary. The County will quarterly provide the ~~Association~~Union a report identifying all current
2 vacant positions in the bargaining unit. -The report shall designate those vacant positions the County is
actively trying to fill.

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

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

13 **Section 11.3. Job Recruitment.** Vacant bargaining unit career service positions shall be filled
14 according to the following:

15 **11.3.1.** Announce all position vacancies with stated minimum qualifications on the
16 applicable website(s).

17 **11.3.2.** Interview screened applicants meeting minimum qualifications from within the
bargaining unit.

18 **11.3.3.** Give preference to filling any such open position to applicants from within the
19 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
20 equal based upon relevant criteria and the candidates have similar expertise/experience in the cultural
21 understanding of the communities served by the position.

22 **11.3.4.** Make selections for promotional positions in accordance with appropriate
23 personnel regulations and ordinances.

24 **Section 11.4. Lateral Voluntary Transfer.** The County may initiate an internal voluntary
25 transfer process by posting the open position opportunity for not less than ten (10) business days to the
26 bargaining unit as a whole. Upon notice by the County, an eligible bargaining unit employee within
27 the scope of the process may request to voluntarily transfer if they are in the same classification or
28 equivalent classification. The County may approve or deny transfer request(s) at its discretion. In
exercising this discretion, the County will consider operational need, relevant expertise and experience

1 for the position (inclusive of experience with communities served by the position), and the employee
2 preferences and seniority of the candidate(s).

3 An employee who applies for and receives a lateral transfer will not be required to serve another
4 probationary period. -However, at the time of acceptance of the transfer, the nurse may request the
5 Department to consider, or the Department may impose a trial service period of up to three (3) months
6 (six (6) months for nurses who transfer from a general to a Jail Health Services (JHS) assignment or
7 vice versa). -A nurse who does not successfully complete the trial service period shall be moved back
8 into the nurse's former classification into any available vacancy for which -they are qualified. If no
9 position is available, the employee is terminated and eligible for recall rights as if laid off.

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

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

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

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

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

32 **Section 11.6. Wage Step Placement Rules.**

1 **11.6.1A. New Hire Wage Placement.** When a new employee is hired into the
2 bargaining unit, the nurse may be placed by the County at up to Step ~~11~~21 of the salary range for a
3 classification based upon a nurses' prior relevant experience. To determine step placement, the County
4 will use the criteria below.

- 5 i. RN experience two (2) years (rounded, i.e. more than six (6) months counts
6 as a year) = one (1) step;
- 7 ii. LPN experience three (3) years (rounded, i.e. more than six (6) months
8 counts as a year) = one (1) step;
- 9 iii. Master's degree/Ph.D./Doctor of Nursing Practice = one (1) step with a two
10 (2) step maximum.

11 **11.6.2B. Voluntary Transfer Wage Placement (Step-to Step).** – Employees who
12 transfer within the same job classification from a JHS to a general assignment or vice versa shall remain
13 at the same salary step number of the applicable schedule. -For example, a Registered Nurse at Step 7
14 on the JHS schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

15 **11.6.3C. Involuntary Transfer Wage Placement.** Employees involuntarily
16 transferred will not have a decrease in their current hourly pay rate as a result of the transfer.

17 **11.6.4D. Promotion within Bargaining Unit Wage Placement.** When an employee
18 in the bargaining unit is promoted (not through reclassification) to a higher level classification also in
19 the bargaining unit through a recruitment process per Section 11.4, the employee shall be placed at a
20 step that is at least five percent (5%) above their current pay, but may not exceed the top step of the
21 new range. When making a promotional step placement that is at least five percent (5%) above the
22 employee's current rate of pay, the County may consider prior relevant experience (including LPN
23 experience), County budget, and County operational need to fill the position.

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

27 **11.6.5E. Demotion Wage Placement.** An employee who *voluntarily* demotes to a
28 lower level classification shall be placed at a step on the new pay range which is the closest step to
29 their current pay rate, but does not result in a pay increase and does not exceed the top step of the new
30 range. An employee who is *involuntarily* demoted for disciplinary reasons to a lower level
31 classification shall be placed at the same step in the lower pay range as they were prior to the demotion.

32 **ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE**

33 **Section 12.1. Employee Probation.** Employees hired into a career service eligible position

1 must first serve a six (6) month probationary period prior to becoming career service, which may be
2 extended for an additional six (6) months by the County (twelve (12) months total). During a
3 probationary term, employees are considered in an “at-will” employment status and may be separated
4 without just cause. -Probationary terminations are not subject to the grievance procedure or appeal.

5 If the County extends an employee’s probation, the employee will receive a written notice about
6 the extension, the reason(s) for the extension, and its duration in a timely manner. The County will also
7 provide the Association-Union with a copy of the probation extension for informational purposes.

8 A probationary employee, regardless of what step they are placed on, will advance one (1) step
9 upon successful completion of their probationary term, provided that the employee is no longer in a
10 probationary status as of September 30th of the previous year. not to exceed the top step of the
applicable wage scale.

11 **Section 12.2. Performance Evaluations.**

12 **12.2.1.** The County shall maintain a performance evaluation system relating to
13 employees covered by this Agreement. -Employees should be evaluated at least once during their
14 probationary period and annually thereafter. The performance evaluation system shall be used as a
15 method in measuring an employee’s performance in accomplishing, in the most efficient and effective
16 manner, the goals and objectives of the County as they relate to employees covered by this Agreement.
17 The performance evaluation system shall encompass performance expectations based upon the goals
18 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.

19 **12.2.2.** The performance evaluation system devised by the County must, among any
20 other criteria determined by the County, encompass performance expectations based upon the goals
21 and objectives of the County, assigned duties, County policies and procedures, County operating
22 instructions, any written document promulgated by or adhered to by the County pertaining to
23 employees covered by this Agreement, or any work practices pertaining to employees covered by this
24 Agreement.

25 **12.2.3.** The evaluation shall be prepared on a format devised by the County and
26 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.

27 **12.2.4.** The evaluation must be prepared prior to, and presented to the affected
28 employee at an evaluation conference which must be conducted by the person writing the evaluation.

1 The evaluatee has the responsibility to participate in the evaluation conference and to improve work
2 performance in any area where performance deficiencies are found to exist.- The employee's direct
3 supervisor is responsible for providing ongoing feedback to employees. -The goal of such feedback is
4 to assist the employee's efforts to improve such performance deficiencies.

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

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

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

28 **12.4.1.** At the employee's request, materials relating to letters of expectation or
counseling will be removed from the employee's file after a twelve (12) month period, unless a similar
act or other act of misconduct has been committed during the twelve (12) month period subsequent to
the date the letter of expectation or counseling was issued. Necessary documents will be retained
outside personnel file to comply with legal document retention requirements.

1 12.4.2. Letter of reprimand shall not be used for progressive discipline after a period of
2 eighteen (18) months from the date of issuance other than for purposes of showing notice; provided the
3 employee has not been disciplined during those eighteen (18) months.

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

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

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

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

21 **Section 13.1.** Working-out-of-classification occurs when an employee in a regular position is
22 temporarily assigned the duties of a higher paid classification for less than thirty (30) consecutive
23 calendar days. Employees working-out-of-classification may not be required to perform all of the
24 responsibilities of the higher-level classification.

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

27 **Section 13.3.** While working-out-of-classification, the employee will receive a five percent
28 (5%) working-out-of-classification pay premium. -Any overtime earned while working-out-of-
classification will include the five percent (5%) premium. Paid leave (e.g. holiday, vacation, sick,
executive leave, bereavement) while working-out-of-classification shall be at the rate of the employee's
base position (without the five percent (5%) working out of classification pay premium).

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

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

8 **ARTICLE 14: SPECIAL DUTY**

9 **Section 14.1. Definitions.**

10 • —• Special Duty Assignment – When an employee in a ~~regular-career service~~ position is
11 temporarily assigned to a classification with a higher rate of pay, and the higher-level duties
12 comprise the majority of the work performed for a minimum of ~~thirty (-30)~~ calendar days.

13 • —• Temporary employees, including TLTs, are not eligible for special duty assignments.

14 • —• Base Position – The employee’s underlying position while on special duty
15 assignment.

16 • —• Base Union – The union that represents the employee’s base position.

17 • —• Acting Union – The union that represents the special duty position or body of work.

18 **Section 14.2.- Duration**

19 **A.-** Depending on the type of special duty assignment needed, an assignment may be made for
20 a minimum of 30 calendar days and a maximum of five (5) years, as outlined in the following
21 circumstances:

22 (1) ~~-30 days to Twelve Months~~ – Shall be approved by the Department Director or
23 designee to provide additional staffing:

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

26 i-ii.- Due to unforeseen work caused by unique circumstances, which are not
27 expected to reoccur; or

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

 -iv.- To backfill for a vacant regular position.

 (2) ~~-Up to Three Years~~ – Shall be approved by the Director of Human Resources or

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1 designee:

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

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

6 -i.- To backfill a regular position, when:

7 a) -An employee is absent because of an extended leave of absence for a
8 medical reason;

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

10 c) -An employee is absent because of a special duty or other assignment.

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

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

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

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

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

24 **Section 14.4. -Pay**

25 A. -An employee on special duty will be placed at the first step of the special duty classification
26 pay range or be given a flat five percent (5%) above the employee's hourly rate of pay (inclusive of
27 longevity if applicable), whichever is higher. Premiums or shift differentials will not be included when
28 calculating Special Duty pay rate.

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

C. -An employee on special duty will continue to advance through the salary steps of -their base
pay range while on special duty.- If the employee is at -the top step in the base classification, the

1 employee will be eligible for step increases in the special duty classification.

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

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

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

9 **G.** - Compensation, hours of work, and applicable contractual working conditions shall be
10 consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the
11 employee is placed in the assignment until the time the employee returns to their base position.
12 Contractual provisions relating to the base position (i.e., reduction in force and seniority) shall continue
13 to apply during the special duty assignment.

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

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

19 **Section 14.7.- FLSA Status Change.** Below summarizes how compensatory time and
20 executive leave are handled when there is an FLSA status change between the employee's base position
21 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.

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		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	<p>The employee may be eligible for executive leave while in a FLSA exempt special duty assignment.</p> <p>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.</p>	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which 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 CCFJC. Jail Health Services staff and CCFJC 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 (7)-day per week operation including but not limited to COVID isolation and quarantine sites, and future seven (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 twenty-four (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

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

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

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

Holiday Premium pay shall not be used to offset hours worked in excess of forty (40) in one (1)
FLSA work week. Any hours worked beyond forty in any single FLSA workweek will be paid at the
rate of one and one-half (1-1/2) times the nurse's regular rate of pay per section 10.5 in addition to any
hours of Holiday Pay Premium.

1 **Section 15.7. Personal Holidays.** Comprehensive leave eligible employees are granted two
2 (2) personal holidays each year. -The hours granted to less than full-time employees will be prorated to
3 in accordance with Section 15.6.- Eligible Employees who are active on the last day of the second full
4 pay period of the year shall be granted two (2) personal holidays as vacation hours each year in the
5 second full pay period of the year, or upon hire, to be added to their vacation bank on the last day of
6 the first pay period following their date of hire. Eligible Employees must be hired prior to November
7 15 to receive personal holidays. -Personal Holidays shall be administered through the vacation plan and
8 can be used in the same manner as any earned vacation day.

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

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

18 **ARTICLE 16: VACATION LEAVE**

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

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

25

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128

26
27
28

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.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 beginning on the first day of the pay period following the in the pay period after they are in which it was accrued. Employees who leave County employment prior to successfully completing their first six (6) 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 four hundred eighty (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 three hundred twenty (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

1 vacation leave to their date of separation up to the vacation accrual cap, if they have successfully
2 completed their first six (6) months of County service. Payment shall be the accrued vacation leave
3 multiplied by the employee's hourly rate of pay (plus longevity if applicable) that is in effect upon the
4 date of leaving County employment, less mandatory withholdings, and if applicable subject to any
5 VEBA plan election by the bargaining unit.

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

11 **Section 16.7. Accrual Upon Return to King County Employment.** If an employee resigns, is
12 laid off, or is separated for nondisciplinary reasons from a full-time regular or part-time regular position
13 or is laid off and subsequently returns to County employment within two (2) years from ~~such the~~
14 resignation, ~~or layoff, or nondisciplinary separation;~~ as applicable, the employee's prior County service
15 shall be counted in determining the vacation leave accrual rate.

14 **ARTICLE 17: SICK LEAVE**

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

18 **Section 17.2. Comprehensive Leave Eligible Employee (Accrual Rate).** Eligible Employees
19 will accrue sick leave at the rate of 0.04616 hours for each hour in paid status, excluding FLSA
20 overtime hours if applicable, and except as specified below. -While this accrual rate is more generous
21 than what is required under state law in almost all circumstances, in the rare event where a non-exempt
22 employee works 148 hours or more in a fourteen (14) calendar day biweekly pay period, state law (as
23 amended) will require additional sick leave accrual (e.g. 0.025 multiplied by total hours worked in the
24 pay period). -To ensure non-exempt employees earn the correct amount of leave, payroll staff will
25 multiply the number of hours an employee worked by 0.025 at the end of each pay period. -That number
26 is then compared to what the employee accrued at the rate of .04616 hours. -The higher amount of sick
27 leave is awarded to the non-exempt employee. -Any additional sick leave is awarded in the following
28 pay period.

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

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

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

- 8 A. For self-care or to care for a family member:
 - 9 a. Due to a mental or physical illness, injury or health condition;
 - 10 b. To obtain medical diagnosis, care or treatment of mental or physical
11 illnesses, injuries, or health conditions; or
 - 12 c. To receive preventative care;
- 13 B. For absences that qualify for leave under the Domestic Violence Leave Act, RCW
14 49.76;
- 15 C. In the event the King County facility the employee works in is closed by a public
16 official for any health-related reason, or when an employee's child's school or place
17 of care is closed by a public official for a health-related reason, or after the
18 declaration of an emergency by a local or state government or agency, or by the
19 federal government;
- 20 D. To increase the employee's or a family member's safety, when the employee or the
21 employee's family member has been a victim of trafficking under RCW 9A.40.100;
22 or
- 23 E. For family and medical leave available under federal law, state law or King County
24 ordinance.

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

- 26 1. A child, including a biological, adopted or foster child, a stepchild, or a child to whom
27 the employee stands in loco parentis, is a legal guardian or is a de factor parent,
28 regardless of age or dependency status, or the child of the employee's domestic partner;
- 29 2. The parent of an employee, employee's spouse or employee's domestic partner. Parent
30 includes:
 - 31 a. A biological parent;
 - 32 b. An adoptive parent;

- c. A de facto parent;
- d. A foster parent;
- e. A stepparent;
- f. A legal guardian; or
- g. A person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner;

- 3. A spouse;
- 4. A domestic partner;
- 5. A grandparent;
- 6. A grandchild; ~~or~~

7. A sibling; or

7.8. Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

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

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

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

Section 17.8: An employee ~~must~~ may 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 wage replacement payments with the use of accrued sick leave.

Section 17.9. When sick leave is taken to care for a family member the employee shall choose at the start of the leave whether the particular leave will be paid or unpaid, unless the employee has been approved to receive, and is currently on PFML. -While taking leave for family reasons, if covered

1 under the WSFCA, the employee may also choose the type of paid leave used available to them (e.g.,
2 sick leave, vacation).-

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

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

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

14 **Section 17.13. Retirement Separation: Sick Leave Payoff.-** Eligible Employees who have
15 successfully completed at least five (5) years of County service and who retire as a result of length of
16 service or who terminate by reason of death shall be paid, or their estates shall be paid as provided for
17 by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their unused,
18 accumulated sick leave multiplied by the employee's hourly rate of pay, plus longevity pay if
19 applicable, in effect upon the date of leaving County employment, less mandatory withholdings and
20 subject to any VEBA plan election by the bargaining unit. -Retirement as a result of length of service
21 means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the
22 City of Seattle Retirement Plan immediately upon terminating County employment. -If a retiree who
23 cashes out their sick leave is rehired within twelve (12) months of separation, that employee is entitled
24 to have-the remaining sixty-five percent (65%) of their sick leave (or, for VEBA participants, the
25 percentage of sick leave not transferred to their VEBA account) restored. Said employee will not be
26 eligible for an additional sick leave cash out upon leaving County employment.

27 **Section 17.14. Choice of Leave.** Nurses shall be allowed to use their choice of leave (sick,
28 vacation, or paid holiday) to use to care for a child of the nurse with a health condition that requires
supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health
condition or an emergency condition. Vacation and paid holiday leave must, in all other circumstances,
be preapproved.

ARTICLE 18: FAMILY AND MEDICAL LEAVE

1 **Section 18.1. -Federal Family and Medical Leave Act.**

2 **18.1.2A.** As provided for in the Federal Family and Medical Leave Act (FMLA) of
3 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve
4 ~~(12)~~-month period for the employee’s own qualifying serious health condition that makes the employee
5 unable to perform their job, to care for the employee’s spouse, child, or parent who has a qualifying
6 serious health condition, to bond with a newborn child, adoption or foster care placement (leave must
7 be taken within one year of the child’s birth or placement), or for qualifying exigencies related to the
8 foreign deployment of a military member who is the employee’s spouse, child or parent.- An eligible
9 employee who is a covered service member’s spouse, child, parent, or next of kin may take up to
10 twenty-six ~~(26)~~ weeks of paid or unpaid FMLA leave in a single twelve ~~(12)~~-month period to care for
11 the service member with a serious injury or illness.

12 **18.1.3B.** The leave may be continuous or intermittent, when medically necessary.
13 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care
14 child may only be taken when approved, unless the employee has been approved to receive Washington
15 paid family medical leave.

16 **18.1.4C.** In order to be eligible for FMLA, an employee must have been employed by
17 King County for at least twelve ~~(12)~~ months and have worked at least one thousand two hundred fifty
18 (1,250) hours in the twelve ~~(12)~~-month period prior to the commencement of leave.

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

20 **18.2.1A.** -As provided by King County Code, an eligible employee may take up to
21 eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single
22 twelve ~~(12)~~-month period for the employee’s own qualifying serious health condition, to care for an
23 eligible family member who has a qualifying serious health condition, to bond with a newborn child,
24 adopted child or foster care placement (leave must be taken within one ~~(1)~~ year of the child’s birth or
25 placement), and for any qualifying reason under the Federal Family and Medical Leave Act,
26 Washington State Family Leave Act, or other family and medical leaves available under federal or state
27 law.

28 **18.2.2B.** -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

1 Washington State Family Care Act.

2 ~~18.2.3C.~~ -In order to be eligible for leave under this Article, an employee must have
3 been employed by King County for at least twelve (12) months and have worked at least one thousand
4 forty (1,040) hours in the preceding twelve month period for a forty (40)-hour week employee or nine
5 hundred ten (910) hours in the preceding twelve (12)-month period for a thirty-five (35)-hour week
6 employee.

7 ~~18.2.4D.~~ -An employee who returns from King County Family and Medical Leave
8 within the time provided under this Article is entitled to the same position- they occupied when the
9 leave commenced or a position with equivalent pay, benefits and conditions of employment.

10 **Section 18.3. FMLA Leave to Care for an Active Duty National Guard or Reserve**
11 **Member.** Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave during
12 any twelve (12)-month period because of any qualifying exigency as defined by the Department of
13 Labor arising out of the fact that the spouse, son, daughter, or parent of the nurse is on active duty in
14 the National Guard or Reserves in support of a contingency operation. -Examples of qualifying
15 exigencies include issues arising from a covered military member's short-notice deployment, making
16 or updating financial and legal arrangements to address a covered military member's absence, or
17 attending military events and related activities.

18 **Section 18.4. FMLA Leave to Care for an Injured Service Member.** Pursuant to federal
19 law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a twelve (12)-month period to care
20 for a spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member
21 with a serious injury or illness when the injury or illness is incurred by an active duty member of the
22 military while in the line of duty. -A covered service member is a current member of the Armed Forces,
23 including a member of the National Guard or Reserves, who is undergoing medical treatment,
24 recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability
25 retired list for a serious injury or illness. -Any FMLA leave used for reasons other than to care for a
26 qualified service member shall count toward the twenty-six (26)-week limit in a twelve (12)-month
27 period.

28 **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

1 program and eligibility, employees should contact the Washington State Employment Security
2 Department. Should the County agree to allow supplemental benefits (i.e. employees permitted to
3 receive PFML payments concurrent with County paid leave to receive full wage replacement) for any
4 other non-interest arbitration eligible bargaining unit, this contract will be reopened to bargain over
5 this article.

6 **ARTICLE 19: PARENTAL LEAVE**——

7 **Section 19.1. Overview.** King County Paid Parental Leave supplements an employee's
8 accrued paid leaves to provide up to a total of twelve (12) weeks of paid leave for a parent to bond with
9 a new child.

10 **Section 19.2. Eligibility.** The benefit is available to all comprehensive leave eligible
11 employees who have been employed with the County for at least six (6) months of continuous service
12 at the time of the qualifying event. -If both parents work for King County, then each employee is entitled
13 to up to twelve (12) weeks of King County Paid Parental Leave.

14 **Section 19.3. Benefit Amount.** An employee's supplemental parental leave benefit is
15 calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-
16 to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, the
17 qualifying event occurs when the child is legally placed with the family. -The employee will receive
18 the equivalent of ~~his or her~~their full salary for up to a total of twelve (12) weeks, when combined with
19 the employee's accrued leave (except for one (1) -week of sick leave and one (1) week of vacation
20 leave, or the equivalent for Benefit Time). -The employee is permitted to use the supplemental leave
21 first. -Additionally, the employee may choose to take less than twelve (12) weeks of leave. -King
22 County Supplemental Paid Parental Leave is not subject to cash out. -An employee who does not return
23 to work for at least six (6) months of continuous service following the leave, will be required to
24 reimburse King County for the supplemental leave funds received.

25 **Section 19.4. Benefit Period.** King County Paid Parental Leave must be used within twelve
26 (12) months of the qualifying event. -An employee may use King County Paid Parental Leave on an
27 intermittent or part-time basis, as long as it is consistent with the department's operational needs, and
28 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

1 required budget cuts or layoffs, an employee’s job cannot be eliminated while the employee is on leave.
2 Further, no retaliatory action may be taken against an employee for participating or planning to
3 participate in the program.

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

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

12 **ARTICLE 20: DOMESTIC VIOLENCE LEAVE**

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

27 **ARTICLE 21: DONATED LEAVE**

28 **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

1 sick leave or vacation leave to another comprehensive leave eligible employee consistent with this
2 Article.

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

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

11 **D. Sick leave hours.** No donation shall be permitted unless the donating employee's
12 sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more.
13 No employee may donate more than twenty-five (25) hours of their accrued sick leave in a calendar
14 year.

15 **E.** Donation limits are exclusive of donations to the Emergency Medical Leave Fund
16 under Section 21.5.

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

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

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

22 **G. -Calculation of Donated Vacation and Sick Leave.** Sick leave and vacation hours
23 donated shall be converted to a dollar value based on the donor's straight time hourly rate at the time
24 of donation. -Such dollar value will then be divided by the receiving employee's hourly rate to
25 determine the actual number of hours received and placed in the receiving employee's donated sick
26 leave bank.

27 **H. No Reversion of Donated Leave.** Donated sick leave and vacation leave hours
28 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

1 donated leave as it is used.

2 **Section 21.5. Employee donations to an Emergency Medical Leave Fund—Pilot Program.**

3 A. An emergency medical leave donation program shall be activated or deactivated at
4 the County’s discretion based on the county’s current need for such a program and consistent with
5 requirements of federal tax law. When active, a comprehensive leave eligible employee may donate a
6 portion of their accrued leave hours (i.e. vacation leave, sick leave, BT, ESL) to an “Emergency
7 Medical Leave Fund” (Fund) that is managed by the Department of Human Resources.~~The County will~~
8 ~~create a pilot program , whereby a comprehensive leave eligible employee may donate a portion of~~
9 ~~their accrued leave hours (i.e. vacation leave, sick leave, BT, ESL) to an “Emergency Medical Leave~~
10 ~~Fund” (Fund) that is managed by the Department of Human Resources.~~ At the County’s discretion,
11 the pilot program can either be continued as a regular program or ended upon thirty (-30)-day written
12 notice to the ~~Assoeiation~~Union.

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

16 **C. Vacation hours.** An employee is limited to donating eighty (80) hours of accrued
17 vacation per calendar year to this Fund, unless the employee’s department director approves a greater
18 amount.

19 **D. Sick leave hours.** An employee can donate up to twenty-five (25) hours of their
20 accrued sick leave per year to this Fund, provided the donating employee’s sick leave balance will be
21 one hundred (100) hours or more following the donation.

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

23 **1.** The comprehensive leave eligible employee must submit a request to DHR
24 for hours.

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

27 **3.** The employee can only use donated leave for FMLA qualified reasons and
28 must be FMLA eligible.

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

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

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

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

11 **F. Calculation of Donated Leave.** All donated hours shall be converted to a dollar
12 value based on the donor's straight time hourly rate at the time of the donation. -The dollar value will
13 then be divided by the receiving employee's straight time hourly rate to determine the actual number
14 of hours received. -Hours received will be placed in the employee's donated sick leave- bank.

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

17 **H. -No Reversion of Donated Leave.** -Donated hours not used by the donat~~ee~~ee within
18 sixty (60) days of being awarded remain in or are returned to the Emergency Medical Leave Fund and
19 do not revert to the donor.

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

22 **Section 21.7. No accruals on donated leave.** _Vacation and sick leave will not accrue on
23 donated leave as it is used.

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

28 **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 twenty-three (23) years old at the time of the employee's death.

1 This process must conform to KCC 3.12.224, as amended.

2 **ARTICLE 22: BEREAVEMENT LEAVE**

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

7 **Section 22.2.** Immediate family shall be defined as the employee’s:

8 A. -spouse or domestic partner; or

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

10 C. the following family members of the employee, the employee’s spouse, or the
11 employee’s domestic partner:

12 1.- a child;

13 2. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a person

14 who stood or stands in loco parentis);

15 3. -a grandparent;

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

17 5.- a grandchild; or

18 ~~6.~~ 6. a sibling.

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

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

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

25 **ARTICLE 23: CONTINUING EDUCATION**

26 **Section 23.1. Continuing Education Time and Professional Meetings.** The Department and
27 the ~~Association~~Union agree continuous upgrading of employee skills and knowledge is beneficial to
28 providing quality health care services to the public.- Therefore, employees covered by this Agreement
are encouraged, but not required, to take advantage of opportunities available for continuing education.
To this end,- the Department will allow ~~regular~~-LPNs, RNs and PHNs four (4) days (thirty-two (32)
hours) and ARNPs, and APNS employees five (5) days (forty (40) hours) of paid leave annually for
purposes of attending professional meetings, seminars and classes to earn continuing education outside

1 of the Department subject to worksite staffing and operational needs. Continuing education requests
2 necessary to maintain licensure will be given priority. Requests for continuing education time are
3 subject to supervisory preapproval, and may be denied based on staffing or operational reasons. Unused
4 or unapproved continuing education time will not be carried over to the following calendar year. -For
5 purposes of this section, professional meetings shall be defined as: Short term conferences for
6 professional growth and development of the individual nurses related to nursing, and/or meetings and
7 committee activities of the professional ~~association~~Union at the national, state or district level which
8 are designed to develop and promote the programs of the professional ~~association~~Union in improving
9 the quality and availability of nursing service and health care or training as defined by American
10 Medical ~~Association~~Union standards and/or American Nursing ~~Association~~Union standards.
11 Conferences or portions of conferences relating solely to union business are not considered professional
12 meetings. New employees will receive a prorated amount for their first calendar year, based on the
13 month that they begin County service.

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

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

27 **ARTICLE 24: MILITARY LEAVE**

28 **Section 24.1. Military Leave.** Eligible Employees shall receive military leave in accordance

1 with King County policy, state and federal law, as amended.

2 **Section 24.2. RCW 38.40.060 Military Leave for Public Employees.** Every officer and
3 employee of the state or of any county, city, or other political subdivision thereof who is a member of
4 the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of
5 the United States, or of any organized reserve or armed forces of the United States shall be entitled to
6 and shall be granted military leave of absence from such employment for a period not exceeding
7 twenty-one (21) days during each year beginning October 1st and ending the following September
8 30th. -Such leave shall be granted in order that the person may report for required military duty, training
9 or drills, including those persons in the National Guard. -Such military leave of absence shall be in
10 addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and
11 shall not involve any loss of efficiency rating, privileges, or pay. -During the period of military leave,
12 the officer or employee shall receive -their normal pay.

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

23 **ARTICLE 25: JURY DUTY**

24 **Section 25.1. Jury Duty.** An employee working on other than a part time or temporary basis
25 shall suffer no monetary loss while on jury duty. -The amount of any compensation derived from jury
26 duty during the employee's normal work schedule, except for transportation allowance, shall be
27 deducted from the gross pay due the employee for such period; provided that an employee excused by
28 the court on any day of such duty falling within the employee's normal work schedule shall notify their
supervisor and if so directed report for work for the balance of their normal shift. -An employee who
is scheduled off work during a period when called to serve jury duty will not suffer a loss of income as
a result of serving jury duty. -An employee who is scheduled to work either evening or night shifts
while on jury duty shall not be required to report to work on any day when jury duty, including travel

1 time, requires three or more hours of attendance. -An employee who does not work -their scheduled
2 evening or night shift due to jury duty shall not suffer a loss of income as a result of serving on jury
3 duty.- An employee shall be relieved of regular duties a minimum of sixteen (16) hours prior to
4 reporting to serve jury duty. -Similarly, there must be a minimum of sixteen (16) hours between the
5 time the employee is dismissed from jury duty and the time the employee must report for regular duties.

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

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

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

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

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

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

19 **Section 27.1. Leaves of Absence.** _____

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

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

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

28 **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).

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

4 **Section 28.4. Safety Meetings.** At least one (1) designated representative from each of the
5 three sectors in the bargaining unit will be allowed time off with pay to attend departmental safety
6 meetings.- The employee will notify their supervisor in advance of such meeting so as to minimize
7 conflict with regularly assigned duties.

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

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

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

18 ~~**Section Article-28.8. Addressing Workplace Violence.** The County is committed to providing
19 a safe and secure workplace for all employees and will comply with King County policy number 2021-
20 0008, Workplace Violence Prevention. Prominent signs communicating the County's zero tolerance
21 for workplace violence shall be posted at each site. -Prominent signs communicating the County's zero
22 tolerance for workplace violence shall be posted at each site, at locations to be determined by the site-
23 specific safety committees.~~

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

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

27 **29.1.1A. Seniority.** The employee's total uninterrupted time in the bargaining unit,
28 measured as total compensated hours excluding overtime, and up to a cap of two thousand eighty-eight
(2088) hours for each consecutive twelve (12)-month period. -If two employees have equal seniority,
seniority shall be determined by the adjusted service date reflecting the employee's date of hire into a
King County career service position. A career service employee covered by this Agreement who
separates from a career service bargaining unit position in good standing, and returns to a career service

1 bargaining unit position within two (2) years of separation, will be credited with previously accrued
2 bargaining unit seniority.

3 **29.1.2B. Layoff.** The involuntary separation of employment or involuntary
4 reduction/increase of work hours due to the elimination/reduction/increase of the position or its work
5 hours for reasons of budget, efficiency or reorganization.- An involuntary increase or reduction in the
6 regular working hours of a position shall create the same vacancy placement and bumping rights for
7 employees whose hours are increased/reduced as are created by the terms of this Article for whose
8 position is being eliminated, except as provided otherwise by the Part-Time Employment Program.

9 **29.1.3C. Qualified.** The employee possesses the necessary knowledge, skills and
10 abilities to competently perform the duties of a position; including required licenses and/or
11 certifications, and would be eligible to be appointed to the position as a new hire. The determination
12 of whether an employee is qualified is made by the Chief Nurse Officer at the time of the Employee
13 RIF Notice.

14 **29.1.4D. Trial Service Period (TSP).** For purpose of this Section, if an employee is
15 required to serve a TSP pursuant to this Article, and the TSP is terminated by the employee or the
16 County according to the TSP terms stated in Article 34.7; the employee will be placed in layoff recall
17 for a period of two (2) years consistent with this Article.

18 **29.1.5E. Layoff Divisions.** Bargaining unit employees are in positions located in
19 multiple departments and divisions in Public Health and the Department of Adult and Juvenile
20 Detention. Each division shall be considered a Layoff Division. -All bumping shall be limited to
21 positions in the same Layoff Division where a position is being eliminated. A bargaining unit employee
22 can only bump other less senior bargaining unit employees within their Layoff Division, and cannot
23 bump employees outside their Layoff Division.

24 Examples of current Layoff Divisions:

- 25 1. ~~Nursing Office~~Admin/ODIR
- 26 2. Community Health Services
- 27 3. Prevention
- 28 4. Jail Health Services
5. Juvenile Detention

29 **29.1.6F. Employment Sector.** Shall means the locality of the assigned work site of the
30 employee subject to layoff.

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

- 32 ○ King County Correctional Facility

- o Maleng Regional Justice Center ~~Just~~

(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 thirty (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 that the nurse is eligible to consider per the RIF steps outlined in Section 29.4. An informational copy of the notice will be provided to the ~~Association~~ Union.

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

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

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

- 2
- 3 ➤ **RIF STEP 2.**- Employee must elect to move into vacant position(s) in the same job
- 4 classification, same FTE, same Employment Sector, and in the same layoff division,
- 5 provided the employee is qualified for the position(s). If there are no vacant positions
- 6 in the same classification, same FTE, same Employment Sector, and in the same layoff
- 7 division. The Employee may choose to elect to move into one or more vacant positions
- 8 in a different Layoff Division if they are qualified for the position. If the employee
- 9 chooses to transition to a vacant position in a different Layoff Division or a different
- 10 program within a Layoff Division and is deemed qualified, the employee must serve a
- 11 trial service period.—

12 If there are no vacancies the employee can fill per Step 2, the employee can choose to

13 proceed to Step 3 or directly to Step 4.

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

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

- 19 ➤ **RIF STEP 4.** Employee can elect to bump (i.e., displace) the least senior employee in
- 20 the same job class within the same Layoff Division, provided the employee is qualified
- 21 to bump into the position as determined by the Chief Nursing Officer, has more seniority
- 22 than the incumbent employee, and an exception has not been granted per 29.4.A+. If the
- 23 employee is unable to bump the least senior employee, the next least senior employee
- 24 may be displaced from their position subject to the aforementioned bumping terms. An
- 25 employee may not bump: (1) a higher senior employee; (2) a less senior employee in
- 26 another Layoff Division; (3) bump into a position if they are not deemed qualified; or
- 27 (4) bump an employee in a position that has been granted an Exception.

28 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.A+.

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

3 **29.4.1A. EXCEPTION.** Modification to seniority-based bumping in (Step 4 and 5)
4 above may be authorized by the Chief Nurse Officer in consultation with manager/designee and human
5 resources. Notice shall be provided to the Association/Union that bumping out of seniority order is
6 necessary to retain essential skills and qualifications.

7 **RIF Process: Multiple Career Service Positions**

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

12 **Section 29.6. Employee RIF Notice and RIF Steps.** The County shall provide all potentially
13 impacted employees a RIF Notice at least thirty (30) calendar days prior to the effective date of the
14 RIF. After receipt of RIF Notice, each employee shall be allowed fourteen (14) calendar days to elect
15 RIF Steps 1-5 stated above in accordance with the aforementioned rules regarding the exercise of RIF
16 Steps. Application of the employees' selected RIF Steps will be administered in seniority order, with
17 the most senior affected employee administered first, and the next most senior employee administered
18 second, and so forth until all impacted employee elected RIF Steps have been processed.
19 Administration of employee elections will be based on the elections being timely and properly
20 submitted by the impacted employees within the fourteen (14)-day election period, starting the date the
21 layoff notice was issued.- Any vacancies must be filled under Step 2 if the nurse is qualified for the
22 position prior to the nurse having the right to displace a less senior employee by application of Step 4
23 or Step 5.- If an ~~E~~exception is granted per 29.6.+A to an individual employee and their position, the
24 employee shall not be subject to displacement through the application of Step 4 or Step 5 (i.e. bumping).
25 When an employee submits their RIF Step elections, the elections shall not be subject to further change
26 by the employee.

27 **29.6.1A. EXCEPTION.** An exception to seniority-based bumping may be authorized
28 by the Chief Nurse Officer, with notice to the Association/Union, 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 fourteen (14)

1 calendar days. -If an appeal is filed, the decision by the Division Director shall be final. -If no appeal is
2 filed, the decision by the Chief Nurse Officer is final. -The determination whether an employee is
3 qualified will assume an appropriate orientation to the new position.

4 **Section 29.8. Layoff Recall List.** Employees that separate employment due to a RIF Process
5 (or unsuccessful completion of trial service that results in layoff) shall be asked whether they would
6 like to be placed on the layoff recall list for a period of two (2) years commencing from the effective
7 date of their separation. Employees that affirm their interest to be placed on the layoff recall list shall
8 be recalled to openings for which they are qualified in the classification that they were laid off in
9 seniority order. -Employee refusal of a recall job offer that is the same work hours and classification
10 from which the employee was laid off shall result in removal from the recall list, unless the County
11 authorizes an exception in writing.

12 Employees who are recalled into a position shall not serve a Trial Service Period if the new
13 position is the same job classification, same program, and same Layoff Division as the position from
14 which the employee was laid off. A recalled employee will serve a TSP if the new position is in a
15 different job classification, or a different Layoff Division, or in a different program within a Layoff
16 Division from the position in which they were laid off.

17 In the event the employee does not successfully complete trial service, the employee shall be
18 placed on the layoff recall list for the remainder of the duration of the employee's initial two (2)-year
19 recall period (not counting time spent while employed on trial service). If an employee is unsuccessful
20 at two consecutive trial service periods, the employee will be ineligible for a third layoff recall
21 opportunity, and shall not be returned to the layoff recall list.

22 The County may offer additional layoff options including, but not limited to, placement in other
23 King County positions as provided in the ~~Workforce Management Plan-Reduction in Force Planning~~
24 ~~and Implementation~~ or other County policies.

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

27 **ARTICLE 30: GRIEVANCE PROCEDURE**

28 **Section 30.1. Introduction.** The County and the ~~Association~~Union recognize the importance
and desirability of settling grievances promptly and fairly in the interest of continued good employee
relations and morale and to this end the following procedure is outlined. -To accomplish this, every

1 effort will be made to settle grievances at the lowest possible level of supervision.— The
2 AssociationUnion, employee, and the immediate supervisor are encouraged to make every attempt to
3 appropriately resolve issues of concern between themselves in a timely manner prior to filing a formal
4 grievance.— Upon timely request by an AssociationUnion representative to the County, the time period
5 for initial filing of a grievance may be extended for a mutually agreed time in writing, to allow for
6 efforts to resolve a potential grievance.— Employees will be free from coercion, discrimination or
7 reprisal for seeking a resolution of their grievances.

8 **Section 30.2. Valid Grievance and Arbitrability.** A grievance subject to adjudication through
9 this grievance procedure shall be defined as an alleged violation of one or more terms of this
10 Agreement, and the AssociationUnion shall provide the required information at each step in the
11 grievance procedure. —The required information that must be filed by the AssociationUnion with a
12 grievance, includes the following:

- 13 (1) relevant background information and statement about the act or omission which is
14 the basis for the grievance;
- 15 (2) the date of such act or omission if known;
- 16 (3) the Article(s) and Section(s) of this Agreement the AssociationUnion asserts were
17 violated or misapplied;
- 18 (4) AssociationUnion's formal remedy requested; and,
- 19 (5) AssociationUnion may also provide an informal proposed settlement resolution.

20 The AssociationUnion shall not advance grievances related to disputing disciplinary action or
21 termination concerning probationary and temporary employees (i.e., term-limited temporary and short-
22 term temporary) because such employees are considered in “at-will” employment status. —The
23 AssociationUnion may pursue grievances on behalf of temporary employees related to other alleged
24 violations of the Agreement unrelated to disciplinary action.

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

Section 30.3. Exclusive Representative. If employees have access to the Personnel Board for
adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure
will preclude access to other procedures. —If the employee chooses to access the Personnel Board for

1 the adjudication of disciplinary or reclassification issues, this decision shall waive the
2 ~~Association~~Union’s legal obligations for representation, unless mutually agreed otherwise.

3 **Section 30.4. Grievance Process.**

4 **STEP 1. –Supervisor.** A grievance shall be presented in writing by the
5 ~~Association~~Union on behalf of the aggrieved employee within thirty (30) calendar days of the
6 occurrence, or the date the employee should have known of the occurrence of such grievance to the
7 employee’s immediate supervisor or designee. ~~The~~ written grievance shall include the required
8 information in Section 30.2.

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

22 **STEP 2.– Division Manager.** If after thorough discussion with the immediate
23 supervisor the grievance has not been satisfactorily resolved, the ~~Association~~Union representative shall
24 then present the grievance to the Division Manager/designee for investigation, discussion, and written
25 reply. ~~The~~ written grievance shall include the required information from [Section 30.2]. The Division
26 Manager/designee will ~~contact-meet with~~ the ~~Association~~Union representative within fifteen (15)
27 calendar days of receipt of the written grievance ~~to schedule the meeting.~~ ~~Every effort will be made~~
28 ~~to schedule this meeting within (25) calendar days of the receipt of the written grievance by the Division~~
~~Manager or designee.~~ If applicable, the grievance meeting should be held during a grievant’s regularly
scheduled working hours if the ~~Association~~Union has asked the grievant to attend. ~~The~~ Division
Manager/designee after consulting with appropriate management stakeholders shall make a written
decision available to the ~~Association~~Union representative within fifteen (15) calendar days after the

1 meeting. -If the grievance is not pursued to the next higher level within fifteen (15) calendar days from
2 the AssociationUnion's receipt of the Division Manager's written decision, it shall be presumed
3 resolved.

4 **STEP 3. -Office of Labor Relations.** If the decision at Step 2 has not satisfactorily
5 resolved the grievance, the AssociationUnion may submit the grievance in writing to the Office of
6 Labor Relations Director and designated Labor Negotiator assigned to this Agreement. The written
7 grievance shall include the required information in [Section 30.2], The Labor Negotiator will meet
8 and/or discuss the grievance with the Union. ~~Every effort will be made to schedule this meeting within~~
9 ~~(25) calendar days of the receipt of the written grievance by the Negotiator.~~ If the AssociationUnion
10 invites a grievant to attend the meeting, the meeting should be held during the employee's regular
11 working hours. -The Negotiator, after investigation and appropriate consultation with management
12 stakeholders, shall make a written decision available to the AssociationUnion representative within
13 fifteen (15) calendar days after the Step 3 hearing. If the response is sent via email, a "delivery receipt"
14 will be added to the County email. -If the grievance is not pursued to the next higher level within -sixty
15 (60) calendar days from the AssociationUnion's receipt of the Step 3 written decision or as described
16 below, it shall be presumed resolved.

17 **STEP 4. -Mediation and/or Arbitration.** Should the decision of the Negotiator not
18 resolve the grievance at Step 3, the parties, prior to submitting a dispute to arbitration, may agree to
19 select a neutral third party to serve as mediator. -This agreement shall be reached within thirty (30)
20 calendar days of receipt of the Step 3 response by the AssociationUnion. -If such agreement cannot be
21 reached, the AssociationUnion may request arbitration within sixty (60) calendar days of receipt of the
22 Step 3 decision. -If mediation is undertaken and is not successful, the AssociationUnion may request
23 arbitration within thirty (30) calendar days if either the County or the AssociationUnion declares
24 impasse at mediation. -The arbitration request shall be submitted in writing to the Director of the Office
25 of Labor Relations and the Negotiator.

26 Should arbitration be chosen, the parties shall then select a third disinterested party to serve as
27 an arbitrator.- In the event that the parties are unable to agree upon an arbitrator, then the arbitrator
28 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
AssociationUnion, each alternately striking a name from the list until only one (1) 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 understood
2 as follows:

3 1. -The arbitrator shall have no power to render a decision that will add to, subtract from,
4 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 30.2].

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

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

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

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

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

27 -Section 30.7. ~~Association~~Union Grievances. -A grievance in the interest of two or more
28 employees in the bargaining unit shall be reduced to writing by the ~~Association~~Union 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

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

6 **ARTICLE 32: WORK STOPPAGES**

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

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

19 **32.2.1.** Within not more than six (6) hours after the occurrence of any such unauthorized
20 action, the AssociationUnion shall publicly disavow the same by posting a notice on the bulletin boards
21 available in each Department work area, stating that such action is unauthorized by the
22 AssociationUnion.

23 **32.2.2.** The AssociationUnion, its officers and representatives, will, in good faith, use
24 every reasonable effort to terminate such unauthorized action.

25 **32.2.3.** The AssociationUnion shall not question the unqualified right of the County to
26 discipline or discharge employees engaging in or encouraging such action. -It is understood that such
27 action on the part of the County shall be final and binding upon the AssociationUnion and its members
28 and shall in no case be construed as a violation by the County of any provisions in this Agreement.

28 **ARTICLE 33: SAVINGS CLAUSE**

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

6 **ARTICLE 34: DEFINITIONS**

7 **Section 34.1. Terminology.** The terms used in this collective bargaining agreement shall have
8 the same definitions specified in King County Code 3.12 Personnel System (KCC), and specifically
9 3.12.010 Definitions, as amended. For illustrative purposes and to improve CBA administration, a few
10 terms defined by KCC are excerpted below in PART A, but are not intended to modify the term
11 definitions provided in KCC.- PART B of this Article contains terms and definitions unique to this
12 CBA.

12 ***PART A: KCC TERMS***

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

16 **Section 34.3. –“Career service employee”** means a county employee appointed to a career
17 service position as a result of the selection procedure provided for in King County Code, Chapter 3, as
18 amended, and who has completed the probationary period.

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

25 **Section 34.5. “Term-limited temporary employee”** means a temporary employee who is
26 employed in a term-limited temporary position. Term-limited temporary employees are not members
27 of the career service. Term-limited temporary employees may not be employed in term-limited
28 temporary positions longer than three (3) 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 (5) years upon approval of the director. The director shall maintain

1 a current list of all term-limited temporary employees by department.

2 A. Temporary employees (including term-limited temporary) do not hold regular
3 positions. [per King County Code 3.12.010(NNN)]

4 **Section 34.6. “Short-term temporary employee”** means a temporary employee who in in a
5 type of position in which a temporary employee works less than nine hundred ten (910) hours in a
6 calendar year in a work unit in which a thirty-five (35)-hour work week is standard or less than one
7 thousand forty (1040) hours in a calendar year in a work unit in which a forty (40)-hour work week is
8 standard. -Where the standard work week falls between thirty-five (35) and forty (40) hours, the
9 director, in consultation with the department, is responsible for determining what hour threshold will
10 apply.

11 A. Temporary employees (short-term temporary employees) do not hold regular
12 positions. [per King County Code 3.12.010(NNN)]

13 **PART B: SPECIAL CBA TERMS**

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

16 The purpose of a TSP is to provide the employee with the opportunity to acquire knowledge,
17 training and skills necessary to competently perform in a new position. - The timeframe for a TSP shall
18 be six (6) months in duration, which may be waived early by the County if the employee demonstrates
19 enough competency in the position. The County may end TSP if management objectively assesses that
20 an employee is not demonstrating sufficient progress to be able to competently perform the duties of
21 the new position by the end of the TSP period. -Likewise, employee may end the TSP if they determine
22 the new position is not an appropriate match. Unlike probation, successful completion of a TSP does
23 not result in a wage step increase.

24 **TSP in Layoff Recall Scenario.** If an employee is serving a TSP as a result of being recalled
25 to a new position per Article 29.8, and the County ends the TSP for the reasons stated in the foregoing
26 paragraph, the employee will be placed back in layoff recall status. In the event the employee does not
27 complete the TSP, the employee shall be placed back on the layoff recall list for the remainder of the
28 duration of the employee’s initial two (2)-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 six (6) months, and recalled June 2020, and must serve a six (6) month TSP.
Employee terminates TSP on August 2020 (three (3) months of TSP), and returns to layoff recall status.

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Employee will be eligible for layoff recall until March 2022 because their layoff recall period was extended by three (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, 20262023 _____, through December 31, 20292024 _____.- 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, 20292024 _____.

APPROVED this _____ day of _____, 20264.

By: _____
King County Executive

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FOR WASHINGTON STATE NURSES ~~ASSOCIATION~~ 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

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Erika Fardig WSNA Bargaining Team Member	Date
Tara Barnes BSN, RN Nurse Representative for WSNA	Date
Danielle Franco-Malone, Attorney for WSNA	Date

Addendum A
Wages Effective 1/1/20236 (+4.003.75%)

A/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 1/1/2027 (+4.003.75%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3309100	333501	Advanced Practice Nurse Specialist	\$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

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2 **ADDENDUM B**
3 **NURSES ASSIGNED TO CHILDREN FAMILY JUSTICE CENTER (CCFJC)**

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

12 **APPLICABLE PROVISIONS FOR JUVENILE DIVISION NURSES**

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

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

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

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

- 26 i. The schedule change does not result in any daily or weekly overtime;
27 ii. The minimum number of work hours per pay cycle is met; and

28 The County retains the right to adjust individual employee's slots/patterns if the changes are to
make reasonable accommodations as may be required under the Americans with Disabilities Act or to

1 provide a limited period of close supervision and additional training.

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

8 Part-time nurses who are scheduled to work 11:00 a.m.AM – 7:00 PM-p.m. may be moved to
9 an alternate day on either day shift or swing shift. -Part-time nurses who work night shift may be moved
10 to an alternate day on night shift.

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

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

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

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

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

The shift shall be filled by any of the above Nurses that commits to working first. -In a

1 mandatory overtime situation, if no nurse listed above has committed to working the shift, the existing
2 staff working the shift shall prepare for mandatory overtime and shall be required to stay until relieved,
3 except when doing so will result in the RN working more than sixteen (16) continuous hours.
4 Notwithstanding the foregoing, RNs may be required to work more than sixteen (16) continuous hours
5 in the event of an emergency and when expressly authorized by the Division Director, or designee.

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

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

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

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2 **ADDENDUM C**
3 **ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES**

4 The Washington State Nurses ~~Association~~Association (the ~~Association~~Union) and King County
5 (the County) agree that the Department of Adult and Juvenile Detention (DAJD) -(at each of its Adult
6 and Juvenile facilities) reserves the right to end meal service at its jail facilities when employees
7 represented by the King County Corrections Guild no longer receive meal service pursuant to an
8 agreement with the King County Corrections Guild. When a future date is identified that meal service
9 will end, DAJD will provide available information to the ~~Association~~Union at least ninety (90) days
10 before implementation about the proposed upgrades to lunchroom facilities. The County and the
11 ~~Association~~Union will bargain over the upgrades upon request of the ~~Association~~Union. When and if
12 meal services are eliminated, the County will provide suitable microwaves, refrigerators, and vending
13 machines with healthy meals.
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3 **ADDENDUM D**
4 **10-HOUR AND 12-HOUR SHIFTS**
5 **AT MRJC AND KCCF**

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

12 **Agreement Regarding Alternative Schedule Agreement and Shift Premium:**

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

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

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

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

22 III.-Night shift - Employees are eligible for night premium for hours worked between
23 2200 and 0600.

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

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

27 II.-Evening shift - Employees are eligible for evening premium for hours worked
28 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:

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

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

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

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

8 **Additional Provisions:**

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

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

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

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

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

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

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

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

4. -Employees will receive twenty-four (24) hours per year of bereavement leave, regardless of

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the length of the employee’s shift.

5.- Employees will receive thirty-two (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 four dollars (\$4.0)0 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 (2) fifteen (15)-minute breaks and one (1) thirty (30)-minute lunch break.

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

Commented [DF2]: Do we need to update these rates?

King County and the Washington State Nurses ~~Association~~ Association agree employees under this collective bargaining agreement who choose to use their own personal vehicles and park at the

1 Goat Hill Garage or King Street Center will be subject to parking rates as follows. -Parking fee
2 reimbursement at Goat Hill will be provided to nurses assigned to night shift at the King County
3 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

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

A. Tables. The Transfer Table (Table A) shall provide the terms for worksite transfers and schedule changes. ~~The Shared Staffing Configuration Table (Table B) shall provide definitions of the shared staffing regional groups (i.e., Sister Sites).~~ ~~The term "Transfer" is intended to include both work~~

1 site changes, and possibly work_schedule changes for purposes of this Agreement.

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

3 **C. Transfer Frequency/Duration.** Transfers will occur in full workday increments, unless
4 mutually agreed otherwise by staff and manager.- Short-Term, Long-Term, and Permanent Transfers
5 may or may not occur on consecutive days.- Transfers may be certain days per week or occasional
6 coverage (e.g., one (1) day every other week).

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

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

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

18 **G. ~~T~~-Transfers** initiated under this agreement shall not be subject to Article 17 -of Appendix
19 60 and Article 11 of the WSNA Staff Collective Bargaining Agreement. (***This document supersedes***
20 ***transfer/schedule language in relevant CBAs.***)

21 4. **Transfer Selection Process.**

22 When site Transfers are necessary, site management teams will follow the staffing coverage process
23 below to determine who is available and who is capable to best meet the site needs given home site
24 workloads. -Once it has been determined that Shared Staffing is necessary, management will engage
25 with employees that may Transfer to join the discussion.

26 **A. The supervisor at the home site will be the supervisor of record during the**
27 **Transfer.** Management will assess the type of appointments/clients or other work for which coverage
28 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 1. Float (Career Service and TLT)
- 2 2. Voluntary Transfer – based on seniority
- 3 3. Involuntary Transfer-- rotating, based on inverse seniority
- 4 4. -Alternative staffing (e.g., STT float)

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

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

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

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

15 e. **-Staff Concerns with Transfer to a Particular Site.** If an employee has concerns about
16 being transferred to a particular site, the staff member should immediately raise the concern with their
17 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 to 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			

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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.~~

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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.

Once a relief nurse bid has been awarded, a relief pattern nurse is not eligible to bid until they have

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1 ~~worked at least three (3) months in their current pattern (measured from the first day of work in the~~
2 ~~new pattern).Absent agreement by the Parties to modify or extend this MOU, it will conclude after it~~
3 ~~has been in effect for one year. The one year shall commence starting on the first day of the month with~~
4 ~~a schedule containing a JRN flexible pattern.~~

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