

**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**

ARTICLE 1: PURPOSE3

ARTICLE 2: NONDISCRIMINATION.....3

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES4

ARTICLE 4: RIGHTS OF MANAGEMENT7

ARTICLE 5: CONFERENCE COMMITTEE.....8

ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION9

ARTICLE 7: HEALTH AND INSURANCE BENEFITS 18

ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS 18

ARTICLE 9: MILEAGE AND PARKING20

ARTICLE 10: HOURS OF WORK AND OVERTIME20

ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENT29

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

ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION.....35

ARTICLE 14: SPECIAL DUTY36

ARTICLE 15: HOLIDAYS40

ARTICLE 16: VACATION LEAVE.....43

ARTICLE 17: SICK LEAVE45

ARTICLE 18: FAMILY AND MEDICAL LEAVE48

ARTICLE 19: PARENTAL LEAVE.....51

ARTICLE 20: DOMESTIC VIOLENCE LEAVE52

ARTICLE 21: DONATED LEAVE53

ARTICLE 22: BEREAVEMENT LEAVE.....56

ARTICLE 23: CONTINUING EDUCATION57

ARTICLE 24: MILITARY LEAVE58

ARTICLE 25: JURY DUTY LEAVE59

ARTICLE 26: UNPAID LEAVES OF ABSENCE (short term)..... 60

1	ARTICLE 27: UNPAID LEAVES OF ABSENCE (long term).....	60
2	ARTICLE 28: SAFETY STANDARDS	61
3	ARTICLE 29: REDUCTION IN FORCE (RIF), LAYOFF, RECALL	61
4	ARTICLE 30: GRIEVANCE PROCEDURE.....	67
5	ARTICLE 31: WAIVER CLAUSE	72
6	ARTICLE 32: WORK STOPPAGES.....	72
7	ARTICLE 33: SAVINGS CLAUSE.....	73
8	ARTICLE 34: DEFINITIONS.....	73
9	ARTICLE 35: TERM OF AGREEMENT.....	75
10	ADDENDUM A: JOB CLASSIFICATIONS WAGE RATES	
11	ADDENDUM B: NURSES ASSIGNED TO CHILDREN FAMILY JUSTICE CENTER	
12	ADDENDUM C: ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES	
13	ADDENDUM D: 10-HOUR AND 12-HOUR SHIFTS (MRJC & KCCF)	
14	ADDENDUM E: EMPLOYEE PERSONAL VEHICLE PARKING RATES - GOAT HILL	
15	GARAGE AND KING STREET CENTER	
16	ADDENDUM F: SHARED STAFFING	
17	ADDENDUM G: LONGEVITY STEPS WORKING COMMITTEE	
18	ADDENDUM H: JAIL RELIEF NURSE POSISSION FOR JAIL HEALTH SERVICES – ONE	
19	YEAR PILOT PROGRAM	

**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**

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 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 bargaining units provided the County has authority to act on such matters. The objective of this Agreement is to promote cooperation between the County and its employees including cooperation in reducing negative impacts to the County's equity and social justice goals. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

ARTICLE 2: NON-DISCRIMINATION

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

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

Section 2.3. Avenue of Redress. Allegations of unlawful discrimination or alleged violations

1 of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure.
2 Alleged violations of discrimination standing alone may be advanced to Step 3 of the grievance
3 procedure and may not be advanced to arbitration. Grievances in which allegations of discrimination
4 or violations of this Article are a component, and not the sole alleged violation, may otherwise be
5 subject to arbitration. However, the allegation of discrimination shall be barred from advancement to
6 arbitration, while remaining alleged violations may be advanced to arbitration.

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES

7 **Section 3.1. Bargaining Unit.** The County hereby recognizes the Union as the exclusive
8 collective bargaining representative for the purposes stated in Chapter 41.56 RCW, of all employees
9 employed within the Department as defined by the classifications listed in Addendum A to this
10 Agreement. This shall include all employment position types used by the County (e.g., career service,
11 term-limited temporary, and short-term temporary). Should the County create a new non-management
12 classification that requires an RN or LPN license, the County will notify the Union.

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

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

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

The Union will indemnify, defend and hold the County harmless against any claims made and

1 against any suit instituted against the County on account of any deduction of dues for the Union. The
2 Union agrees to refund to the County any amounts paid to it in error on account of the deduction
3 provision upon presentation of proper evidence thereof.

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

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

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

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

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

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

1. The County agrees to release a total of four (4) bargaining unit members for CBA negotiations.
2. Individual employee requests for paid release time may be denied if approval would result in operational disruption – similar to a circumstance when vacation requests are denied.
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
4. Paid release time shall not count as time worked for contractual overtime.

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

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

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

Section 3.11. PAC Deductions. During the term of this Agreement, the County will deduct the sum specified from the pay of each member of the Union who voluntarily executes a Washington State Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When

1 filed with the County, the authorized form will be honored in accordance with its terms. The amount
2 deducted and a roster of all nurses using payroll deduction for PAC contributions will be promptly
3 transmitted to the Union by a check separate from the dues deduction check payable to its order. Upon
4 completed transmission of a check to WSNA, the County's responsibility shall cease with respect to
5 such deductions. The Union will provide a monthly report of any changes to the fixed WSNA PAC
6 amounts. The County agrees to direct all communications from nurses regarding payroll deduction to
7 WSNA. The Union hereby undertakes to indemnify and hold the County harmless from all claims,
8 demands, suits or other forms of liability that shall arise against the County for or on account of any
9 such deductions made from the wages of such nurse.

10 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

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

27 **ARTICLE 5: CONFERENCE COMMITTEES**

28 **Section 5.1. Local Conference Committees.** The Department jointly with the elected
representative of the employees covered by Addendum A of this Agreement shall establish a Local
Conference Committee at each work site to assist with mutual problems regarding nursing personnel
and client care, and for the purpose of discussing and facilitating the resolution of all problems which
may arise between the parties other than those for which another procedure is provided by law or by

1 other provisions of this Agreement. The function of the committee shall be limited to an advisory rather
2 than a decision-making capacity. Such committee shall be on a permanent basis and meet as mutually
3 agreed and operate according to mutually agreed ground rules. The Local Conference Committee shall
4 consist of three representatives of administration and three representatives of the employees (one of
5 whom may be the Local Unit Chairperson or their designee). The representatives may be rotated as
6 needed depending on the issues to be discussed. A Local Conference Committee may refer subjects to
the Executive Conference Committee.

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

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

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

16 Union representatives to the Conference Committees shall be provided release time with pay to
17 attend meetings.

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

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

27 **Section 5.5. Joint Labor/Management Staffing Partnership.** The County will make its
28 staffing plans available for each work site. The County and the Union will utilize Joint
Labor/Management Committees to develop a process for the purpose of identifying measures that can

be used to inform staffing decisions. Similar measures will be identified that will be utilized to understand patient outcomes and the impact of staffing levels on patient outcomes.

ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION

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

Section 6.2. Wage Step Increases. Annually on January 1, non-probationary career service and term-limited temporary employees who are not at the top step will advance to the next higher step on the salary range, provided that the employee is no longer in a probationary status as of September 30th of the previous year. Short Term Temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee's anniversary date.

Section 6.3. 2026 General Wage Increase (GWI). Effective January 1, 2026, the classification wages listed in Addendum A shall be increased by three and three-quarters percent (3.75%).

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

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

A. COLA will be ninety-five percent (95%) of the average growth rate of the six (6) prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 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 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-W.

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

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

A. COLA will be ninety-five percent (95%) of the average growth rate of the six (6) prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2029, shall be calculated as the average of the year-over-year percentages from the August 2027, October 2027, December 2027, February 2028, April 2028, and June 2028 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 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-W.

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

Section 6.6. Wage Step Increases. Annually on January 1, non-probationary career service and term-limited temporary employees who are not at the top step will advance to the next higher step on the salary range. Short Term Temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee's anniversary date.

Section 6.7. Longevity Premium. Full-time Career Service and part-time Career Service nurses shall receive the following longevity premiums based upon their length of service with the Department.

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

Longevity premium pay shall be included in the calculation of the nurse's FLSA regular rate for

purposes of payment for hours which qualify as overtime under the FLSA.

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 6.8. 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 6.9. 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	CCFJC
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

1 differential for all hours worked after the normal business hours of 5:00 p.m. Employees that request
2 to work an alternative schedule as defined in Article 13.4 are not eligible to receive a shift differential.

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

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

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

10 **Section 6.10. Weekend Premium.** A weekend premium shall be paid for all regular hours of
11 work on weekends at the rate of four dollars (\$4.00) per hour. The premium shall otherwise be paid for
12 hours of work of employees, including part-time and temporary employees, regularly scheduled to
13 work beginning with the night shift on Friday and through evening shift on Sunday.

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

16 **Section 6.11. Standby/Callback/Clinical Call.**

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

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

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

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

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

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

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 6.12. Bilingual Premium Pay.

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

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

6.12.3. Bilingual Skills Desired Pay Premium. Eligible employees whose job duties include the "desired" use of one (1) or more specific non-English language or ASL will receive a one

dollar (\$1.00) per hour premium on actual hours worked.

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

6.12.5. Implementation. Section 6.12 applies prospectively and replaces any and all bilingual pay premiums provided herein or other practices. Upon implementation, the County will notify employees currently receiving bilingual pay premiums of whether their position is designated as “desired” or “required” to use of one (1) or more specific non-English language or ASL. Employees 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.

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

Section 6.13. Certification Premium Pay.

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

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

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

Advanced Practice Nurse Specialists Certifications

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

RN/PHN Certifications

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

Section 6.14. Preceptor Assignments. Nurses assigned as preceptors shall be paid one dollar and fifty cents (\$1.50) per hour more than their normal hourly rate and in accordance with this Section. This premium pay shall only be due for hours actually worked and not for paid leave benefits. Preceptor premium pay shall be included in the calculation of the nurse’s FLSA regular rate for purposes of

1 payment for hours which qualify as overtime under the FLSA. The Department shall reduce to writing
2 the length of each preceptor assignment.

3 A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health Nurse, Advanced
4 Practice Nurse Specialist, or Advanced Registered Nurse Practitioner with at least one (1) year of
5 continuous relevant experience who is assigned specific responsibility for planning organizing,
6 teaching, and evaluating the new skill development of a student intern or nurse employed by the
7 Department who is participating in a specific Preceptor Program. Inherent in the Preceptor role is the
8 responsibility for specific, criteria-based competencies, and goal directed education for a defined time
9 period. A Charge Nurse is eligible for preceptor pay.

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

13 **Section 6.15. Charge Nurse Pay.** A nurse assigned the duties of Charge Nurse has assigned,
14 limited supervisory and leadership responsibilities in addition to providing direct patient care services.
15 Nurses who are assigned Charge Nurse duties shall receive a six percent (6%) premium over the nurse's
16 base rate of pay. Charge Nurse pay shall be included in the calculation of the nurse's FLSA regular rate
17 for purposes of payment for hours which qualify as overtime under the FLSA. Examples of Charge
18 Nurse duties include day-to-day problem solving and reporting, assignment and distribution of work
19 or maintenance of a balanced workload among employees. A Charge Nurse shall not have authority to
20 hire, fire, or discipline, nor effectively recommend any of these actions. There will be a good faith
21 effort to balance the Charge Nurse's additional responsibilities with the nurse's direct patient care
22 assignments. Charge Nurse designations may be revoked at any time with an explanation to the affected
23 nurse.

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

Section 6.16. Report Pay. Any nurse who reports for their scheduled shift and is sent home
without completing their shift shall be paid a minimum of four (4) hours report pay. Report Pay shall
be included in the calculation of the nurse's FLSA regular rate for purposes of payment for hours which
qualify as overtime under the FLSA.

Section 6.17. Return to Employment. Nurses who retire or separate in good standing and subsequently return to their previous or new classification on a part-time, temporary, term-limited basis, or career service basis may be hired at any step of the salary range upon the approval of the Department Director and/or designee, based on the nurses' previous relevant nursing experience. A nurse who returns to the classification held at the time of separation shall be paid at no less than the rate they received at the time of separation.

Section 6.18. 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 Union may request a meeting with the County to review the feasibility of posting a position at that site to fill the hours which have been filled by a Part-time and temporary employee. If such a need is jointly determined, the Department Director shall make a position request to the Budget Office.

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

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

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

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

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

Section 6.17. Deferred Compensation. 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 also opt out of the program at any other time after they have enrolled.

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

ARTICLE 7: HEALTH AND INSURANCE BENEFITS

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

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

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

ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS

Section 8.1. Licensing/Certification Requirements - Condition of Employment. All nurses

must meet licensing and certification requirements as a condition of hire and continued employment. Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with the Department. Nurses failing to maintain necessary licenses or certifications will be demoted from their current position or terminated from employment. Nurses employed in positions at the detention facilities (KCCF, MRJC, and JDC) must obtain and maintain security clearance.

Section 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 County for at least one (1) year.

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

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

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

ARTICLE 9: MILEAGE AND PARKING

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

1 the assigned worksite.

2 **Section 9.2. Parking.**

3 **9.2.1.** For those jail nurses who are normally assigned to work downtown but are
4 required to use their automobile for their work for the Department, parking shall continue to be
5 provided downtown at the Department's expense during the term of the contract.

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

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

15 Due to ongoing recruiting and retention challenges facing Jail Health Services, nurses working
16 the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the "After-Hours"
17 rate. This benefit shall sunset on December 31, 2029. Current practices relating to employee parking
18 at the CCFJC will continue through the term of this Agreement.

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

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

23 **Section 10.2. Work Week.** The current FLSA work week shall begin at 12:00 a.m. Saturday
24 and end at 11:59 p.m. Friday, except employees in Jail Health Services ("JHS") shall have an FLSA
25 workweek that begins at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday. Other seven (7)-day work
26 week beginning and ending times may be designated to accommodate unusual schedules (such as the
27 9/8 alternative schedule). Upon request, copies of schedules and alternative work week designations
28 shall be provided to the Union and to the Office of Labor Relations.

Section 10.3. Change to FLSA Workweek. The parties agree that the next time there is
occasion to conduct a widescale re-bid at either Jail Health Services site (KCCF or MRJC), the re-bid
may include at the discretion of the County a change to the FLSA workweek upon new pattern work
schedules taking effect. If this option is exercised, the FLSA workweek for JHS employees will change

from a Sunday-through-Saturday workweek to a workweek that begins Saturday at 12:00 a.m. and ends Friday at 11:59 a.m. Nurses will not incur a loss of pay as result of the transition period.

Section 10.4. Flex Schedule. This shall mean that on a day-to-day basis the employee may request or agree to a revision in the schedule of work hours, working more hours than scheduled on one day and less on another day during the same work week. Upon mutual agreement between the employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours worked in excess of forty (40) in a work week. The mutually agreed upon flex schedule will not trigger daily overtime for hours in excess of the regularly scheduled shift.

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

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

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

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

10.6.3. In addition, the Department will follow RCW 49.28.140, Mandatory Overtime Prohibited, with respect to Jail Health Services overtime. The County and Department of Labor and

1 Industries have also entered into a compliance agreement unique to King County signed May 31, 2018,
2 concerning RCW 49.28.140. Employee complaints may be filed with the appropriate state agency.

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

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

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

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

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

1 schedule, the employee should immediately raise the concerns with their supervisor or area manager
2 who will take this into consideration for informational purposes.

3 **10.8.2. Type 2 Schedule Change.** The County will provide employees forty-five (45)
4 calendar days advance notice for work schedule changes involving the following:

5 **A.** Change to scheduled workdays (including changes that may require weekend
6 work);

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

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

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

14 **10.8.3. Type 3 Schedule Change.** In the event of County declared emergency,
15 temporary changes to employee schedules may be implemented with as much notice as possible given
16 the circumstances.

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

18 **10.9.1.** An alternative work schedule is defined as any schedule of hours of work other
19 than the traditional five eight-hour days within a seven (7)-day work week. The terms in this Section
20 apply only to employee-requested alternative work schedules, not employer established alternative
21 work schedules. Examples of alternative work schedules include but are not limited to:

22 **A.** 4 - 10-hour workdays;

23 **B.** 9/80-off work week schedule (the record keeping timesheet for this
24 schedule must be the one which meets the FLSA standards dividing
25 between two work weeks mid shift on the fifth day of work which is
26 either eight (8) hours or a day off.).

27 **10.9.2.** Nurses, individually or in groups, may request an alternative work schedule.
28 The request will be reviewed to see if it meets the business needs of the site. If more than one (1) nurse
requests an alternative work schedule, the nurse with the greatest bargaining unit seniority at that
site/workgroup will be granted the alternative work schedule. If the request is denied, the basis for the
denial (an explanation of how/why the schedule does not meet the business needs of the site) will be
provided in writing to the employee. Additionally, the employee is entitled to have the decision on the

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

10.9.3. In administering alternative work schedules, the following working conditions shall prevail:

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

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

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

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

E. Employee participation shall be on a voluntary basis.

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

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

Section 10.11. Adult Jail Facility Work Schedules.

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

A. The "Draft Schedule" with vacant shift needs will be displayed by the 10th of the preceding month that it takes effect. The Draft Schedule includes short-term temporary, term-limited temporary, career service staffing patterns, approved vacation, holidays, sick time, planned leaves and any extra shifts that career service nurses have requested and updates in shift needs from the JHS Scheduler. Agency nurses will only be scheduled on the "Draft Schedule" when first posted to backfill extended schedule vacancies (e.g., shift vacancies caused by FMLA, redeployment). The County values the high-quality work of our nurses and will work to minimize the use of agency staff.

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

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

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

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
 pattern).

27 For purposes of pattern bidding, employees transferred to a new jail site will be entitled to use
 28 only one-half (1/2) of their seniority credit for the first eighteen (18) months at the new site, unless the

pattern bidding is a result of an involuntary transfer. After eighteen (18) months (or if an involuntary transfer occurs), such employees will be entitled to use their full seniority credit for such pattern bidding.

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

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

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

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

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

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

ii. Nurse FTE status not equivalent to new pattern workweek hours: If a nurse bids on a new pattern not equivalent to their FTE status during the rebid, other (less senior) nurses with the same FTE status as the new pattern will be given priority, and the nurse among those with the highest seniority will be granted the pattern. Seniority will also be used to determine selection if there

are only nurses in different FTE status bidding on the new pattern. An employee displaced from their FTE status as a result of this process shall have the right to go directly on layoff recall list (see Art. 29, Layoff) rather than accept a pattern with a different FTE status.

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

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

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

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

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

ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENT

Section 11.1. Position Vacancies. Career Service vacancies created within the job classifications covered by this Agreement by virtue of separation or newly created positions shall be filled by transfer (Section 11.4 or 11.5) or posted (Section 11.3) for not less than ten (10) consecutive

1 business days; provided, however, the Department retains the right to determine who, if anybody, shall
2 be selected for and/or transferred to said vacancy. Term-limited temporary positions and short-term
3 temporary positions shall be filled according to Public Health hiring practices for positions designated
4 as temporary. The County will quarterly provide the Union a report identifying all current vacant
5 positions in the bargaining unit. The report shall designate those vacant positions the County is actively
6 trying to fill.

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

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

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

20 **11.3.1.** Announce all position vacancies with stated minimum qualifications on the
21 applicable website(s).

22 **11.3.2.** Interview screened applicants meeting minimum qualifications from within the
23 bargaining unit.

24 **11.3.3.** Give preference to filling any such open position to applicants from within the
25 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
26 equal based upon relevant criteria and the candidates have similar expertise/experience in the cultural
27 understanding of the communities served by the position.

28 **11.3.4.** Make selections for promotional positions in accordance with appropriate
personnel regulations and ordinances.

Section 11.4. Lateral Voluntary Transfer. The County may initiate an internal voluntary
transfer process by posting the open position opportunity for not less than ten (10) business days to the
bargaining unit as a whole. Upon notice by the County, an eligible bargaining unit employee within

1 the scope of the process may request to voluntarily transfer if they are in the same classification or
2 equivalent classification. The County may approve or deny transfer request(s) at its discretion. In
3 exercising this discretion, the County will consider operational need, relevant expertise and experience
4 for the position (inclusive of experience with communities served by the position), and the employee
5 preferences and seniority of the candidate(s).

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

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

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

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

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

An employee who is transferred involuntarily by the Department shall have, for two (2) years

from date of transfer, first right of refusal to the employee's former site and position (and pattern for JHS) if it becomes available. The employee shall have five (5) business days to exercise this option.

Section 11.6. Wage Step Placement Rules.

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

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

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

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

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

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

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

placed at the same step in the lower pay range as they were prior to the demotion.

ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE

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

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

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

Section 12.2. Performance Evaluations.

12.2.1. The County shall maintain a performance evaluation system relating to employees covered by this Agreement. Employees should be evaluated at least once during their probationary period and annually thereafter. The performance evaluation system shall be used as a method in measuring an employee’s performance in accomplishing, in the most efficient and effective manner, the goals and objectives of the County as they relate to employees covered by this Agreement. The performance evaluation system shall encompass performance expectations based upon the goals and objectives of the position being evaluated. The performance evaluation system to be used by the County will be presented to the Conference Committee for review and comment prior to adoption.

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

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

1 **12.2.4.** The evaluation must be prepared prior to, and presented to the affected
2 employee at an evaluation conference which must be conducted by the person writing the evaluation.
3 The evaluatee has the responsibility to participate in the evaluation conference and to improve work
4 performance in any area where performance deficiencies are found to exist. The employee's direct
5 supervisor is responsible for providing ongoing feedback to employees. The goal of such feedback is
6 to assist the employee's efforts to improve such performance deficiencies.

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

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

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

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.

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

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

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

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

ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION

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

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

Section 13.3. While working-out-of-classification, the employee will receive a five percent (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).

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

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

ARTICLE 14: SPECIAL DUTY

Section 14.1. Definitions.

- Special Duty Assignment – When an employee in a career service position is temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise the majority of the work performed for a minimum of thirty (30) calendar days.
- Temporary employees, including TLTs, are not eligible for special duty assignments.
- Base Position – The employee's underlying position while on special duty assignment.
- Base Union – The union that represents the employee's base position.
- Acting Union – The union that represents the special duty position or body of work.

Section 14.2. Duration

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

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

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

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

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 designee:

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

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

i. To backfill a regular position, when:

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

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

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

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

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

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

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

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

Section 14.4. Pay

A. An employee on special duty will be placed at the first step of the special duty classification pay range or be given a flat five percent (5%) above the employee's hourly rate of pay (inclusive of longevity if applicable), whichever is higher. Premiums or shift differentials will not be included when 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 employee will be eligible for step increases in the special duty classification.

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

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

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

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

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

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

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

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment.

		Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment. The employee must use 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.	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. This
16 restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of absence
17 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 time
22 earned via holiday premium per this section shall be issued as vacation except for nurses employed by
23 DAJD who will continue to accrue compensatory time in lieu of holiday pay. Part-time and temporary
24 employees will be paid at the rate of time and one-half (1-1/2) times their straight rate of pay for work
25 on the holidays listed in Article 9, Section 1. Such pay shall be included in the calculation of the nurse's
26 FLSA regular rate for purposes of payment for hours which qualify as overtime under the FLSA.
27 Compensation in the form of compensatory time must be agreeable to both the affected employee and
28 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.

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

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

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

ARTICLE 16: VACATION LEAVE

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

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

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.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 pay period 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 vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six (6) months of County service. Payment shall be the accrued vacation leave

multiplied by the employee's hourly rate of pay (plus longevity if applicable) that is in effect upon the date of leaving County employment, less mandatory withholdings, and if applicable subject to any VEBA plan election by the bargaining unit.

A. When a current employee dies with accrued vacation leave and the employee has also successfully completed their first six (6) months of County service, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

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

ARTICLE 17: SICK LEAVE

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

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

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

Section 17.4. Maximum Sick Leave Accrual. For Eligible Employees, there shall be no limit to the number of sick leave hours that an employee may accrue and carry over from year-to-year. For STT employees, a limit of forty (40) hours of unused sick leave may be carried over to the following

1 calendar year. On January 1 of each calendar year, all accrued sick leave over forty (40) hours will be
2 forfeited for STT employees.

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

5 **A.** For self-care or to care for a family member:

- 6 **a.** Due to a mental or physical illness, injury or health condition;
- 7 **b.** To obtain medical diagnosis, care or treatment of mental or physical
8 illnesses, injuries, or health conditions; or
- 9 **c.** To receive preventative care;

10 **B.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW
11 49.76;

12 **C.** In the event the King County facility the employee works in is closed by a public
13 official for any health-related reason, or when an employee's child's school or place
14 of care is closed by a public official for a health-related reason, or after the
15 declaration of an emergency by a local or state government or agency, or by the
16 federal government;

17 **D.** To increase the employee's or a family member's safety, when the employee or the
18 employee's family member has been a victim of trafficking under RCW 9A.40.100;
19 or

20 **E.** For family and medical leave available under federal law, state law or King County
21 ordinance.

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

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

7. A sibling; or

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

Section 17.10. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy,

procedures and guidelines. Failure to return to work by the expiration date of a leave of absence without a request for the leave to be extended, or abuse of sick leave may be cause for progressive discipline.

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

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

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

Section 17.14. Choice of Leave. Nurses shall be allowed to use their choice of leave (sick, 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

Section 18.1. Federal Family and Medical Leave Act.

A. As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve (12)-

month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to twenty-six (26) weeks of paid or unpaid FMLA leave in a single twelve (12)-month period to care for the service member with a serious injury or illness.

B. 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, unless the employee has been approved to receive Washington paid family medical leave.

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

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

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

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. King County Family and Medical Leave shall run concurrently with other federal, state and county leaves to the extent allowed, including but not limited to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the Washington State Family Care Act.

C. In order to be eligible for leave under this Article, an employee must have been employed by King County for at least twelve (12) months and have worked at least one thousand forty

(1,040) hours in the preceding twelve month period for a forty (40) hour week employee or nine hundred ten (910) hours in the preceding twelve (12)-month period for a thirty-five (35)-hour week employee.

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

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

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

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

1 other non-interest arbitration eligible bargaining unit, this contract will be reopened to bargain over
2 this article.

3 **ARTICLE 19: PARENTAL LEAVE**

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

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

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

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

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

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

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

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

ARTICLE 20: DOMESTIC VIOLENCE LEAVE

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

ARTICLE 21: DONATED LEAVE

Section 21.1. All donations of sick leave and vacation leave made under this section are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

Section 21.2. Employee to Employee Donations.

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

B. Approval. Donations require written approval from both the donating and receiving

employees' directors. If approved, the donated leave will be available the pay period after the donation is processed by Department of Human Resources.

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

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

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

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

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

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

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

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

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

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

Section 21.5. Employee donations to an Emergency Medical Leave Fund.

A. An emergency medical leave donation program shall be activated or deactivated at the County's discretion based on the county's current need for such a program and consistent with

requirements of federal tax law. When active, a comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e. vacation leave, sick leave, BT, ESL) to an “Emergency Medical Leave Fund” (Fund) that is managed by the Department of Human Resources. At the County’s discretion, the pilot program can either be continued as a regular program or ended upon thirty (30)-day written notice to the Union.

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

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

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

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

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

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

3. The employee can only use donated leave for FMLA qualified reasons and 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.

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

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

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

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

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

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

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

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

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

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

ARTICLE 22: BEREAVEMENT LEAVE

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

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

A. spouse or domestic partner; or

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

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

1. a child;

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

3. a grandparent;

4. a son or daughter-in-law;

5. a grandchild; or

6. a sibling.

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

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

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

ARTICLE 23: CONTINUING EDUCATION

Section 23.1. Continuing Education Time and Professional Meetings. The Department and the Union agree continuous upgrading of employee skills and knowledge is beneficial to providing quality health care services to the public. Therefore, employees covered by this Agreement are encouraged, but not required, to take advantage of opportunities available for continuing education. To this end, the Department will allow 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 of the Department subject to worksite staffing and operational needs. Continuing education requests necessary to maintain licensure will be given priority. Requests for continuing education time are subject to supervisory preapproval, and may be denied based on staffing or operational reasons. Unused or unapproved continuing education time will not be carried over to the following calendar year. For purposes of this section, professional meetings shall be defined as: Short term conferences for professional growth and development of the individual nurses related to nursing, and/or meetings and committee activities of the professional association at the national, state or district level which are

designed to develop and promote the programs of the professional association in improving the quality and availability of nursing service and health care or training as defined by American Medical Association standards and/or American Nursing Association standards. Conferences or portions of conferences relating solely to union business are not considered professional meetings. New employees will receive a prorated amount for their first calendar year, based on the month that they begin County service.

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

Section 23.3. Other paid leave for this purpose and in-house educational programs shall be at the discretion of the Department Head. Employees who are approved to attend a continuing education seminar or class pursuant to the above referenced policy on a day off shall be compensated at their regular rates, including applicable premiums, for all time spent, and shall be entitled to an additional unpaid day off within thirty (30) days of the continuing education seminar or class. All such leave shall first be scheduled and approved by the employee's supervisor.

ARTICLE 24: MILITARY LEAVE

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

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

the officer or employee shall receive their normal pay.

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

ARTICLE 25: JURY DUTY

Section 25.1. Jury Duty. An employee working on other than a part time or temporary basis shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be deducted from the gross pay due the employee for such period; provided that an employee excused by the court on any day of such duty falling within 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 time, requires three or more hours of attendance. An employee who does not work their scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of serving on jury duty. An employee shall be relieved of regular duties a minimum of sixteen (16) hours prior to reporting to serve jury duty. Similarly, there must be a minimum of sixteen (16) hours between the time the employee is dismissed from jury duty and the time the employee must report for regular duties.

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

ARTICLE 26: UNPAID LEAVES OF ABSENCE (short term)

Section 26.1. An unconditional leave of absence without pay for a period not exceeding sixty

(60) consecutive days may be granted by the Department Director.

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

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

ARTICLE 27: UNPAID LEAVES OF ABSENCE (long term)

Section 27.1. Leaves of Absence.

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

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

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

ARTICLE 28: SAFETY STANDARDS

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

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

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

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

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

Section 28.6. Employee Participation in Safety Program. All employees covered by this

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

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

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

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

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

A. Seniority. The employee's total uninterrupted time in the bargaining unit, 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 bargaining unit position within two (2) years of separation, will be credited with previously accrued bargaining unit seniority.

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

C. Qualified. The employee possesses the necessary knowledge, skills and abilities to competently perform the duties of a position; including required licenses and/or certifications, and would be eligible to be appointed to the position as a new hire. The determination of whether an

employee is qualified is made by the Chief Nurse Officer at the time of the Employee RIF Notice.

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

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

Examples of current Layoff Divisions:

1. Admin/ODIR
2. Community Health Services
3. Prevention
4. Jail Health Services
5. Juvenile Detention

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

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

- King County Correctional Facility
- Maleng Regional Justice Center

(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 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 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.

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

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

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

➤ **RIF STEP 3.** The employee may elect to move to a vacant bargaining unit position in a lower job class, provided the employee is qualified. Step 3 is not limited to vacancies

within the applicable Layoff Division. The employee must serve a (6) month trial service period when moving to a position in a lower job class.

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

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

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

- **RIF STEP 5.** Employee can elect to bump the least senior employee in the bargaining unit in a lower paid classification in the same Layoff Division (e.g., PHN may bump RN), provided the employee has successfully completed a probationary period in the lower level classification. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee that has been granted an Exception per 29.4.A.

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

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

RIF Process: Multiple Career Service Positions

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

Section 29.6. Employee RIF Notice and RIF Steps. The County shall provide all potentially impacted employees a RIF Notice at least thirty (30) calendar days prior to the effective date of the

1 RIF. After receipt of RIF Notice, each employee shall be allowed fourteen (14) calendar days to elect
2 RIF Steps 1-5 stated above in accordance with the aforementioned rules regarding the exercise of RIF
3 Steps. Application of the employees' selected RIF Steps will be administered in seniority order, with
4 the most senior affected employee administered first, and the next most senior employee administered
5 second, and so forth until all impacted employee elected RIF Steps have been processed.
6 Administration of employee elections will be based on the elections being timely and properly
7 submitted by the impacted employees within the fourteen (14)-day election period, starting the date the
8 layoff notice was issued. Any vacancies must be filled under Step 2 if the nurse is qualified for the
9 position prior to the nurse having the right to displace a less senior employee by application of Step 4
10 or Step 5. If an exception is granted per 29.6.A to an individual employee and their position, the
11 employee shall not be subject to displacement through the application of Step 4 or Step 5 (i.e. bumping).
12 When an employee submits their RIF Step elections, the elections shall not be subject to further change
13 by the employee.

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

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

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

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

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

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

9 The County may offer additional layoff options including, but not limited to, placement in other
10 King County positions as provided in the Reduction in Force Planning and Implementation or other
11 County policies.

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

14 **ARTICLE 30: GRIEVANCE PROCEDURE**

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

25 **Section 30.2. Valid Grievance and Arbitrability.** A grievance subject to adjudication through
26 this grievance procedure shall be defined as an alleged violation of one or more terms of this
27 Agreement, and the Union shall provide the required information at each step in the grievance
28 procedure. The required information that must be filed by the Union with a grievance, includes the
29 following:

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

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

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

(4) Union's formal remedy requested; and,

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

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

The parties agree verbal coaching and counseling, letters of expectations, performance improvement plans, and similar non-disciplinary management interventions are not considered disciplinary action subject to just cause or the grievance procedure. A Verbal Reprimand or Written 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 the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless mutually agreed otherwise.

Section 30.4. Grievance Process.

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

The immediate supervisor shall meet with the Union representative (and grievant if applicable). The immediate supervisor or designee will meet with the Union representative within fifteen (15) calendar days of receipt of the written grievance. If applicable, the grievance meeting will be held during the employees regular working hours. The supervisor shall notify the employee and the Union representative in writing of their decision within fifteen (15) calendar days after the meeting. If the response is sent via email, a "delivery receipt" will be added to the County email. If a grievance is not pursued to the next level within fifteen (15) calendar days of the Step 1 decision response provided to the Union, it shall be presumed resolved.

STEP 2. Division Manager. If after thorough discussion with the immediate supervisor the grievance has not been satisfactorily resolved, the Union representative shall then present the grievance to the Division Manager/designee for investigation, discussion, and written reply. The written grievance shall include the required information from [Section 30.2]. The Division Manager/designee will meet with the Union representative within fifteen (15) calendar days of receipt of the written grievance. If applicable, the grievance meeting should be held during a grievant's regularly scheduled working hours if the 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 Union representative within fifteen (15) calendar days after the meeting. If the grievance is not pursued to the next higher level within fifteen (15) calendar days from the Union's receipt of the Division Manager's written decision, it shall be presumed resolved.

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

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

Should arbitration be chosen, the parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall

1 be selected from a panel of eleven (11) arbitrators furnished by the Federal Mediation Conciliation
 2 Services. The arbitrator will be selected from the list by both the department representative and the
 3 Union, each alternately striking a name from the list until only one (1) remains. The arbitrator shall be
 4 asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both
 5 parties.

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

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

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

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

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

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

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

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

4 **ARTICLE 31: WAIVER CLAUSE**

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

10 **ARTICLE 32: WORK STOPPAGES**

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

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

23 **32.2.1.** Within not more than six (6) hours after the occurrence of any such unauthorized
24 action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available
25 in each Department work area, stating that such action is unauthorized by the Union.

26 **32.2.2.** The Union, its officers and representatives, will, in good faith, use every
27 reasonable effort to terminate such unauthorized action.

28 **32.2.3.** The Union shall not question the unqualified right of the County to discipline
or discharge employees engaging in or encouraging such action. It is understood that such action on

the part of the County shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the County of any provisions in this Agreement.

ARTICLE 33: SAVINGS CLAUSE

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

ARTICLE 34: DEFINITIONS

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

PART A: KCC TERMS

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

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

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

Section 34.5. "Term-limited temporary employee" means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited

temporary positions longer than three (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 a current list of all term-limited temporary employees by department.

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

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

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

PART B: SPECIAL CBA TERMS

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

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

TSP in Layoff Recall Scenario. If an employee is serving a TSP as a result of being recalled to a new position per Article 29.8, and the County ends the TSP for the reasons stated in the foregoing paragraph, the employee will be placed back in layoff recall status. In the event the employee does not complete the TSP, the employee shall be placed back on the layoff recall list for the remainder of the 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

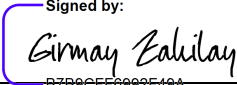
layoff recall status for six (6) months, and recalled June 2020, and must serve a six (6) month TSP. Employee terminates TSP on August 2020 (three (3) months of TSP), and returns to layoff recall status. Employee will be eligible for layoff recall until March 2022 because their layoff recall period was 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.

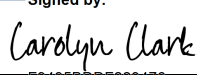
ARTICLE 35: TERM OF AGREEMENT

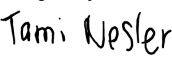
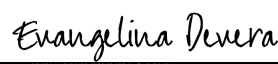
This Agreement (inclusive of all Addendums) shall become effective when enacted by Council through ordinance and shall not be retroactively applied, unless a different effective date is specified, and covers the period of January 1, 2026, through December 31, 2029. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days prior to December 31, 2029.

APPROVED this 17th day of September, 2026.

By:  Signed by:
B7B9CFF6892F49A...
King County Executive

FOR WASHINGTON STATE NURSES ASSOCIATION:

DocuSigned by:  D18A21527EF145A...	8/12/2026
Elena Schensted, Local Unit Chair, WSNA Negotiating Team	Date
Signed by:  F9455BDDF229476...	8/12/2026
Carolyn Clark, Grievance Officer Treasurer, WSNA Negotiating Team	Date

1	Signed by:		
2			8/12/2026
3	A380031A09744E9...		
	Tami Nesler Local Unit Grievance Officer, WSNA Bargaining Team Member		Date
4	DocuSigned by:		
5			8/13/2026
6	02A79C1436014E9		
	Kiesha Garcia-Stubbs, Grievance Officer, WSNA Bargaining Team Member		Date
7	DocuSigned by:		
8			8/13/2026
9	C3B4C61060D14CA		
	Evie Devera, WSNA Bargaining Team Member		Date
10	Signed by:		
11			8/13/2026
	E1552F340E03415		
	Stephen Lee, WSNA Bargaining Team Member		Date
12	Signed by:		
13			8/13/2026
	091AE008150E407		
	Tara Barnes BSN, RN Nurse Representative for WSNA		Date
14	Signed by:		
15			8/13/2026
	D940EF30D0354B2		
	Danielle Franco-Malone, Attorney for WSNA		Date

Addendum A

Wages Effective 1/1/2026 (+3.75%)

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	\$ 48.04	\$ 49.64	\$ 51.93	\$ 53.52	\$ 56.76	\$ 58.85	\$ 61.06	\$ 63.07	\$ 63.97	\$ 65.93	\$ 67.57
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$ 55.25	\$ 57.09	\$ 59.72	\$ 61.55	\$ 65.28	\$ 67.68	\$ 70.22	\$ 72.53	\$ 73.57	\$ 75.82	\$ 77.71
3313100	332101	Advanced Registered Nurse Practitioner	\$ 53.62	\$ 55.40	\$ 58.02	\$ 59.78	\$ 63.33	\$ 65.69	\$ 68.17	\$ 70.38	\$ 71.39	\$ 73.64	\$ 75.48
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$ 61.66	\$ 63.71	\$ 66.72	\$ 68.74	\$ 72.83	\$ 75.55	\$ 78.40	\$ 80.95	\$ 82.10	\$ 84.69	\$ 86.80
3311100	331202	Licensed Practical Nurse	\$ 28.42	\$ 29.12	\$ 29.89	\$ 30.55	\$ 31.39	\$ 32.37	\$ 32.93	\$ 33.82	\$ 34.63	\$ 35.46	\$ 36.36
3311110	331203	Licensed Practical Nurse - Jail	\$ 32.68	\$ 33.49	\$ 34.37	\$ 35.14	\$ 36.11	\$ 37.23	\$ 37.87	\$ 38.90	\$ 39.83	\$ 40.78	\$ 41.82
3317100	333701	Psychiatric Advanced Registered Nurse Practitioner	\$ 60.07	\$ 62.06	\$ 64.97	\$ 66.95	\$ 70.92	\$ 73.59	\$ 76.35	\$ 77.64	\$ 79.96	\$ 82.47	\$ 84.55
3317110	333702	Psychiatric Advanced Registered Nurse Practitioner - Jail	\$ 69.09	\$ 71.37	\$ 74.71	\$ 76.99	\$ 81.56	\$ 84.63	\$ 87.80	\$ 89.28	\$ 91.95	\$ 94.84	\$ 97.22
3312200	331402	Public Health Nurse	\$ 43.39	\$ 44.93	\$ 46.51	\$ 48.93	\$ 50.55	\$ 52.58	\$ 54.61	\$ 55.55	\$ 56.41	\$ 57.83	\$ 59.27
3312210	331403	Public Health Nurse - Jail	\$ 49.89	\$ 51.68	\$ 53.48	\$ 56.26	\$ 58.13	\$ 60.47	\$ 62.81	\$ 63.88	\$ 64.87	\$ 66.50	\$ 68.16
3312220	331501	Public Health Nurse - Juvenile	\$ 49.89	\$ 51.68	\$ 53.48	\$ 56.26	\$ 58.13	\$ 60.47	\$ 62.81	\$ 63.88	\$ 64.87	\$ 66.50	\$ 68.16
3312100	331302	Registered Nurse	\$ 43.39	\$ 44.93	\$ 46.51	\$ 48.93	\$ 50.55	\$ 52.58	\$ 54.61	\$ 55.55	\$ 56.41	\$ 57.83	\$ 59.27
3312110	331303	Registered Nurse - Jail	\$ 49.89	\$ 51.68	\$ 53.48	\$ 56.26	\$ 58.13	\$ 60.47	\$ 62.81	\$ 63.88	\$ 64.87	\$ 66.50	\$ 68.16
3312120	331304	Registered Nurse - Juvenile	\$ 49.89	\$ 51.68	\$ 53.48	\$ 56.26	\$ 58.13	\$ 60.47	\$ 62.81	\$ 63.88	\$ 64.87	\$ 66.50	\$ 68.16

Wages Effective 1/1/2027 (+3.75%)

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	\$ 49.84	\$ 51.51	\$ 53.87	\$ 55.53	\$ 58.89	\$ 61.05	\$ 63.35	\$ 65.43	\$ 66.37	\$ 68.41	\$ 70.11
3309110	333502	Advanced Practice Nurse Specialist - Jail	\$ 57.32	\$ 59.23	\$ 61.96	\$ 63.86	\$ 67.73	\$ 70.21	\$ 72.85	\$ 75.25	\$ 76.33	\$ 78.66	\$ 80.62
3313100	332101	Advanced Registered Nurse Practitioner	\$ 55.63	\$ 57.48	\$ 60.19	\$ 62.02	\$ 65.70	\$ 68.16	\$ 70.73	\$ 73.02	\$ 74.07	\$ 76.40	\$ 78.31
3313110	332102	Advanced Registered Nurse Practitioner - Jail	\$ 63.97	\$ 66.10	\$ 69.22	\$ 71.32	\$ 75.56	\$ 78.38	\$ 81.34	\$ 83.98	\$ 85.18	\$ 87.87	\$ 90.05
3311100	331202	Licensed Practical Nurse	\$29.48	\$30.21	\$31.01	\$31.70	\$32.57	\$33.58	\$34.17	\$35.09	\$35.93	\$36.79	\$37.73
3311110	331203	Licensed Practical Nurse - Jail	\$33.91	\$34.75	\$35.66	\$36.46	\$37.46	\$38.62	\$39.29	\$40.35	\$41.32	\$42.31	\$43.39
3317100	333701	Psychiatric Advanced Registered Nurse Practitioner	\$62.32	\$ 64.39	\$ 67.40	\$ 69.46	\$ 73.58	\$ 76.35	\$ 79.21	\$ 80.55	\$ 82.96	\$ 85.56	\$ 87.72
3317110	333702	Psychiatric Advanced Registered Nurse Practitioner - Jail	\$ 71.68	\$ 74.05	\$ 77.51	\$ 79.88	\$ 84.62	\$ 87.80	\$ 91.10	\$ 92.62	\$ 95.40	\$ 98.39	\$ 100.87
3312200	331402	Public Health Nurse	\$ 45.02	\$ 46.62	\$ 48.26	\$ 50.76	\$ 52.44	\$ 54.55	\$ 56.66	\$ 57.63	\$ 58.52	\$ 60.00	\$ 61.50
3312210	331403	Public Health Nurse - Jail	\$ 51.76	\$ 53.62	\$ 55.49	\$ 58.37	\$ 60.31	\$ 62.73	\$ 65.17	\$ 66.27	\$ 67.31	\$ 69.00	\$ 70.72
3312220	331501	Public Health Nurse - Juvenile	\$ 51.76	\$ 53.62	\$ 55.49	\$ 58.37	\$ 60.31	\$ 62.73	\$ 65.17	\$ 66.27	\$ 67.31	\$ 69.00	\$ 70.72
3312100	331302	Registered Nurse	\$ 45.02	\$ 46.62	\$ 48.26	\$ 50.76	\$ 52.44	\$ 54.55	\$ 56.66	\$ 57.63	\$ 58.52	\$ 60.00	\$ 61.50
3312110	331303	Registered Nurse - Jail	\$ 51.76	\$ 53.62	\$ 55.49	\$ 58.37	\$ 60.31	\$ 62.73	\$ 65.17	\$ 66.27	\$ 67.31	\$ 69.00	\$ 70.72
3312120	331304	Registered Nurse - Juvenile	\$ 51.76	\$ 53.62	\$ 55.49	\$ 58.37	\$ 60.31	\$ 62.73	\$ 65.17	\$ 66.27	\$ 67.31	\$ 69.00	\$ 70.72

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

King County (hereinafter the County) and Washington State Nurses Association (hereinafter the Union) agree that the collective bargaining agreement between the parties, covering nurses represented by the Union and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering nurses represented by the Union and employed in the Department of Adult and Juvenile Detention, Juvenile Division, and assigned to CCFJC. All the terms and conditions of the WSNA Staff Unit agreement will apply to nurses assigned to CCFJC, except where described below in this Addendum B. It is also understood 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).

APPLICABLE PROVISIONS FOR JUVENILE DIVISION NURSES

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

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

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

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

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

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

provide a limited period of close supervision and additional training.

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

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

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

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

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

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

STT Nurse

Part-Time Nurse

Voluntary Nurse (Overtime/Combination)

Agency Nurse

The shift shall be filled by any of the above Nurses that commits to working first. In a mandatory overtime situation, if no nurse listed above has committed to working the shift, the existing staff

1 working the shift shall prepare for mandatory overtime and shall be required to stay until relieved,
2 except when doing so will result in the RN working more than sixteen (16) continuous hours.
3 Notwithstanding the foregoing, RNs may be required to work more than sixteen (16) continuous hours
4 in the event of an emergency and when expressly authorized by the Division Director, or designee.

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

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

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

ADDENDUM C
ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

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

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

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

Agreement Regarding Alternative Schedule Agreement and Shift Premium:

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

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

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

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

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

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

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

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

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

Agreement Regarding Alternative Schedule Agreement Duration:

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

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

Agreement Regarding Reporting Time Worked Based on Actual Hours:

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

Additional Provisions:

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

Temporary pattern changes will be allowed with the following restrictions:

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

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

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

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

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

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

4. Employees will receive twenty-four (24) hours per year of bereavement leave, regardless of 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 (\$4.00) per hour. The premium shall otherwise be paid for hours of work of employees, including part-time and temporary employees, regularly scheduled to work weekend hours. For purposes of this provision, weekend hours shall be the hours of 2200 on Friday through 2200 on Sunday.

8. Employees working alternative shifts will be paid for two (2) fifteen (15)-minute breaks and one (1) thirty (30)-minute lunch break.

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

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

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

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

ADDENDUM F

SHARED STAFFING

Purpose:

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

Agreement:

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

2. Implementation.

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

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

3. Employee Worksite Transfers/Schedule Changes.

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 site changes, and possibly work schedule changes for purposes of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM F TABLE A

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

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

Addendum F Table B

First Steps (MSS/ICM)

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

Family Planning/Sexual and Reproductive Health

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

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

Certificate Of Completion

Envelope Id: 6F9326AA-A927-84F1-822B-DE0F8C13A7D5

Subject: Complete with Docusign: 310C0126.pdf

Source Envelope:

Document Pages: 88

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Lauren Watson

11943 Sunset Hills Rd

Reston, VA 20190

lauwatson@kingcounty.gov

IP Address: 198.49.222.20

Record Tracking

Status: Original

8/12/2026 12:56:33 PM

Security Appliance Status: Connected

Holder: Lauren Watson

lauwatson@kingcounty.gov

Pool: FedRamp

Location: DocuSign

Signer Events

ELENA SCHENSTED

elenaschensted@yahoo.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

D18A21527EF145A...

Signature Adoption: Pre-selected Style

Using IP Address: 174.21.129.232

Signed using mobile

Timestamp

Sent: 8/12/2026 12:59:44 PM

Viewed: 8/12/2026 3:12:38 PM

Signed: 8/12/2026 3:12:45 PM

Electronic Record and Signature Disclosure:

Accepted: 9/21/2024 10:55:37 AM

ID: 2274170b-37b1-4abd-807f-3507a0f4f9fd

Carolyn Clark

crclark333@gmail.com

Security Level: Email, Account Authentication
(None)

Signed by:

F9495BDDF229476...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:601:c00:2a50:247c:1c05:e28d:ecea

Signed using mobile

Sent: 8/12/2026 3:12:48 PM

Viewed: 8/12/2026 11:03:09 PM

Signed: 8/12/2026 11:03:24 PM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2026 11:03:09 PM

ID: 475073bf-08b6-4a59-a76e-5d4ed1bd55ad

Tami Nessler

tami.nessler@hotmail.com

Security Level: Email, Account Authentication
(None)

Signed by:

A30CC31A6974450...

Signature Adoption: Drawn on Device

Using IP Address: 98.97.19.143

Signed using mobile

Sent: 8/12/2026 11:03:28 PM

Viewed: 8/12/2026 11:04:23 PM

Signed: 8/12/2026 11:07:06 PM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2026 11:04:23 PM

ID: 237a66c3-655d-4096-a45a-543c2c545a8e

Evangelina Devera

eviedevera@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

C3B4C61060D14CA...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:601:601:e20:2a87:c8e6:6a49:1f73

Signed using mobile

Sent: 8/12/2026 11:07:11 PM

Viewed: 8/13/2026 5:31:13 AM

Signed: 8/13/2026 8:42:15 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 8/13/2026 5:31:13 AM ID: 9670a317-2d2b-4ff7-a8f8-a954168b0b63 Kiesha Garcia-Stubbs kaids96@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: <i>Kiesha Garcia-Stubbs</i> 02A79C1436014E9... Signature Adoption: Pre-selected Style Using IP Address: 2600:382:de45:67e4:31c7:c379:dc07:b99b Signed using mobile	Sent: 8/12/2026 11:07:11 PM Viewed: 8/13/2026 10:52:38 AM Signed: 8/13/2026 12:00:16 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2026 10:52:38 AM ID: 2a2f8d04-61b3-49f1-a310-c408f18d9cc4 Stephen Lee stephenlee26@gmail.com Security Level: Email, Account Authentication (None)	Signed by: <i>Stephen Lee</i> E1552F340EC3415... Signature Adoption: Drawn on Device Using IP Address: 146.129.239.6 Signed using mobile	Sent: 8/13/2026 12:00:21 PM Viewed: 8/13/2026 1:50:38 PM Signed: 8/13/2026 1:51:32 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2026 1:50:38 PM ID: 10d9a5dd-c5b5-487c-80dd-6ec072485eb0 Tara Barnes tbarnes@wsna.org Security Level: Email, Account Authentication (None)	Signed by: <i>Tara Barnes</i> 091AE088158E407... Signature Adoption: Pre-selected Style Using IP Address: 162.17.184.84	Sent: 8/13/2026 1:51:36 PM Viewed: 8/13/2026 2:11:11 PM Signed: 8/13/2026 2:39:07 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2026 2:11:11 PM ID: 3bd53e28-05c7-4938-b9ca-a7bd16838870 Danielle Franco-Malone franco@workerlaw.com Security Level: Email, Account Authentication (None)	Signed by: <i>Danielle Franco-Malone</i> D948EF9DC3514D2... Signature Adoption: Pre-selected Style Using IP Address: 50.225.75.110	Sent: 8/13/2026 2:39:12 PM Viewed: 8/13/2026 2:44:22 PM Signed: 8/13/2026 2:44:42 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2026 2:44:22 PM ID: a6d46562-0646-4e43-99a7-a3f4421bce32 Girmay Zahilay execzahilay@kingcounty.gov Security Level: Email, Account Authentication (None)	Signed by: <i>Girmay Zahilay</i> B7B9CFF6992F49A... Signature Adoption: Pre-selected Style Using IP Address: 24.17.152.141	Sent: 9/9/2026 2:00:08 PM Viewed: 9/17/2026 2:00:37 PM Signed: 9/17/2026 2:23:46 PM
Electronic Record and Signature Disclosure: Accepted: 9/17/2026 2:00:37 PM ID: 91e8b11c-b6e8-4c3c-a84c-353373e3700a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
James Crowe jacrowe@kingcounty.gov Labor Relations Negotiator King County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2026 2:39:12 PM Viewed: 8/13/2026 3:23:53 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/12/2026 12:59:44 PM
Certified Delivered	Security Checked	9/17/2026 2:00:37 PM
Signing Complete	Security Checked	9/17/2026 2:23:46 PM
Completed	Security Checked	9/17/2026 2:23:46 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmcconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmcconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.