

**Memorandum of Agreement
By and Between
King County
and
Washington State Nurses Association
Staff Unit**

SUBJECT: Modification to Critical Shift Incentive Pay Memorandum of Agreement (June 16, 2021). Paid Leave Accruals on Critical Shift Hours and Pay Eligibility

Background.

King County and the Washington State Nurses Association (WSNA) entered into a temporary Critical Shift Incentive Pay Memorandum of Agreement effective June 16, 2021. The Agreement provides that nurses be paid time and one-half for designated Critical Shift hours, and use the “CallBack/Call Out @ 1.5 – 185 TRC code for time entry purposes. This pay code does not allow paid sick and vacation hours to accrue, which gave rise to a grievance filed by WSNA because nurses that worked critical shifts did not accrue paid leave hours. The purpose of this Agreement is to resolve that grievance by agreeing to add a paid leave accrual function to critical shift hours worked under forty (40) in an FLSA workweek, and to also clarify that employees are ineligible to receive critical shift pay on their regularly scheduled work hours.

Agreement.

1. The County agrees to add a paid leave accrual component to the Critical Shift Incentive Pay Agreement. Under the terms of this supplemental Agreement, comprehensive leave eligible employees that work “critical shift” hours under (40) in an FLSA workweek will use TRC 031 with reason code “critical shift” and accrue paid sick and vacation leave on those hours. Critical shift hours worked over (40) in an FLSA workweek will *not* accrue sick and vacation leave, and employees must continue to use TRC 185 to record these critical shift hours. Employees not covered by this Agreement must continue to use TRC 185, and will not accrue paid leave hours on critical shift hours.
2. This change is intended to supplement (#4) in the Critical Shift Incentive Pay Agreement signed on June 16, 2021, and apply only to WSNA bargaining units that sign onto the terms of this supplemental Agreement. The Agreement shall be retroactively applied to all “critical shift” hours worked that have been designated as Critical Shifts in the time entry reason code from the effective date of the Critical Shift Pay Incentive Agreement.
3. Parties to this supplemental Agreement further acknowledge that staff nurses scheduled to work a regular shift are ineligible to receive “Critical Shift” pay during their regularly scheduled work hours.
4. **Duration.** Consistent with the Critical Shift Incentive Pay Agreement, the terms of this supplemental Agreement are temporary in response to existing nurse staffing challenges.

The County may terminate or suspend the terms of this Agreement at any time effective on the next Monthly Schedule (or work schedule) that does not have any *critical shifts* designated and approved. Notice of such termination or suspension, and the effective date will be provided to WSNA.

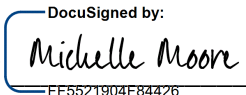
- 5. This is the complete Agreement between the Parties and fully resolves the grievance concerning paid leave accruals on critical shift hours. This Agreement shall become effective when executed.

For King County:

BY 
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 Andre Chevalier

DATED 7/11/2022

For WSNA (STAFF UNIT)

BY 
 FF5521904F84426...
 Michelle Moore, BSN, RN, IBCLC

DATED 7/11/2022