

Memorandum of Agreement
By and Between
King County
and
Professional and Technical Employees, Local 17
(Representing Employees in the Departments of Public Health and
Community and Human Services)
and
Washington State Nurses Association
Representing Staff Nurses in
Seattle-King County Public Health and
Department of Adult and Juvenile Detention, Juvenile Division

Subject: Shared Staffing Agreement with Professional and Technical Employees, Local 17 (PTE Local 17) and the Washington State Nurses Association (WSNA)

Purpose:

First Steps and Women, Infants, and Children (WIC) are programs in Public Health, Community Health Services (CHS) that provide health and social services to low-income pregnant women, mothers, and infants. The programs have experienced a thirty percent (30%) decline in patient visits over the last three years due to a variety of factors under review.

In response, CHS management, WSNA, and PTE Local 17 representatives have partnered together to develop this Shared Staffing Agreement, which outlines a new vision for First Steps and WIC staffing. The Shared Staffing model is designed to expand and improve patient access to staff and services and help address the trend of declining patient visits.

Agreement:

1. Scope. The terms of the Shared Staffing Agreement (the Agreement) shall apply to staff working in the WIC program and the First Steps program, which includes the Maternity Support Services/Infant Case Management (MSS/ICM). The parties agree the

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intent of the Agreements is to develop new staff employment rules regarding program staffing, transfers, and schedule changes intended to govern over collective bargaining agreements where overlap exists. The list below represents participating classifications under the Agreement.

A. Community Health Worker (PTE Local 17)

B. Nutrition Assistant (PTE Local 17)

C. Nutritionist I (PTE Local 17)

D. Public Health Nurse (WSNA)

E. Social Worker (PTE Local 17)

2. Implementation.

A. Start date. The Agreement shall be implemented upon signatures by the parties below.

B. Trial Period. The Agreement will be implemented for a one-year trial period to allow adequate opportunity for evaluation and continuous improvement of the shared staffing model. CHS will create opportunities for labor and staff feedback during the trial period and implement changes during the pilot period where appropriate.

C. Formal Labor Check-In. Approximately six months after the Agreement has been implemented, CHS will schedule a meeting with union representatives to discuss the experience during the trial period, share information, and receive/discuss stakeholder feedback. The formal Labor Check-In shall be recorded via meeting minutes and distributed to attendees.

D. Site orientation. Prior to full implementation, 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, HER software and WIC 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. Feedback on staff orientation will be a topic of discussion by staff and labor at the Formal Labor Check-In.

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E. Duration. Upon completion of the trial period, the terms of this Agreement shall run concurrent with the respective collective bargaining agreements as an Addendum, and continue unless otherwise agreed.

3. Employee Worksite Transfers/Schedule Changes.

A. Tables. The Shared Staffing Table (Addendum A) shall provide the terms for site transfers and schedule changes (Transfers). The Sister Site Table (Addendum 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 schedule changes for purposes of this Agreement.

B. Exclusions: Probationary employees are excluded from Transfers under this Agreement. Nutrition Assistants will not be deployed to cover Administrative Specialist II staff.

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 be occur on consecutive days. Transfers may be certain days per week or occasional coverage (e.g., one 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.

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.

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A. The supervisor at the home site will be the supervisor of record during the Transfer. Management will assess the type of appointments/clients 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 (e.g., a Registered Dietician may be able to cover for a Public Health Nurse or vice versa). The following staffing process shall be used to meet coverage needs:

1. Float (Career Service and TLT)
2. Voluntary Transfer
3. Involuntary Transfer
4. Alternative staffing (e.g., STT float)

a. Involuntary List. Each site shall maintain a rotating, involuntary transfer employee list (Involuntary List). The Involuntary List shall be initially created by inverse seniority order based on adjusted service date. The Involuntary List will be available in a location accessible to staff.

b. Selection. Site management shall refer to the Involuntary List when determining capacity for Transfers, and shall have discretion when necessary to deviate from the order on the list to best meet the requested coverage site needs, given existing workloads and staffing issues.

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

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

e. 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.

f. 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.

g. Complaints. If an employee is concerned about a particular Transfer, the staff members should alert the Regional Health Administrator or Program Manager of the issue.

For Professional and Technical Employees, Local 17:

Lorelei Walker
Union Representative

Date

For the Washington State Nurses Association:

Hanna Welander, BSN RN
Nurse Representative (WSNA Staff Unit)

Date

For King County:

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

Date

060&310U0118 - Addendum A – Shared Staffing Definitions¹

	Length of Transfer (how far into future)	Notice of Transfer	Location Details	Schedule Details	Illustrative Examples
Same Day	1 day <i>(60 day cap per employee per calendar year²)</i>	Same day notice	Sister Sites ³	Employee will work same schedule as at home site. Staff on AWS may maintain their AWS unless mutually agreed.	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	May volunteer to work sister site schedule, but otherwise, employee will work same schedule as at home site. Staff on AWS may maintain their AWS unless mutually agreed, and employee 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	Encourage voluntarily adjustment to sister site schedule (if different from home site schedule). Staff on AWS may maintain their AWS unless mutually agreed, and employee 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>	Vacation Medical Leave -Procedure Float Coverage Unavailable
Long Term	More than 1 month and up 1 year <i>(60 day cap per employee per calendar year²)</i>	Minimum 15 business days	Sister Sites ³	When at Sister Site, employee will follow site schedule (if different from home site schedule), unless home site schedule meets the needs of the sister site. If employee is on AWS, and this schedule meets the needs of the sister site, employee may maintain AWS.	Maternity Leave Medical Leave – Surgery
Permanent	Ongoing	At least 45 calendar days	All Sites	When at Sister Site, employee will follow site schedule (if different from home site schedule), unless home site schedule meets the needs of the transfer site. If employee is on AWS, and this schedule meets the needs of the transfer site, employee may maintain AWS.	Partial position needed Adjust to visit volume Share position across sites

¹Unless mutually agreed otherwise.

²No employee will be required to transfer for more than 60 business days (cumulative) for same day, next day, short term, and long term combined. This cap is based on a calendar year, and will reset January 1 each year. This amount of time aligns with days of leave provided by Paid Parental Leave (PPL) and FMLA.

³See below for detail on Sister Sites. Employees may choose to make themselves available to sites in addition to Sister Sites. PHSS at home site will communicate to additional sites that a staff member on their team is available for transfer.

060&310U0118 - Addendum B – Home and Sister Sites

Home Site	Sister Sites			
Auburn	Federal Way	Kent East Hill/Birch Creek	Renton	
Federal Way	Auburn	Kent East Hill/Birch Creek	White Center	Midway
Kent East Hill/Birch Creek	Renton	Auburn	Federal Way	Midway
Renton	Kent East Hill/Birch Creek	Eastgate	Auburn	Midway
Columbia	White Center	Downtown	North	Eastgate
White Center	Kent East Hill/Birch Creek	Columbia	Federal Way	Midway
Downtown	Columbia	North		
North	Downtown	Northshore	Columbia	
Eastgate	Northshore	Renton	Columbia	
Northshore	Eastgate	North		
Midway	White Center			

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