

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**AGREEMENT  
BETWEEN  
KING COUNTY  
and  
WASHINGTON STATE NURSES ASSOCIATION  
SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH  
PUBLIC HEALTH - SEATTLE & KING COUNTY AND DEPARTMENT OF ADULT AND  
JUVENILE DETENTION**

ARTICLE 1: PURPOSE .....2  
ARTICLE 2: NONDISCRIMINATION .....2  
ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES.....3  
ARTICLE 4: MANAGEMENT RIGHTS.....5  
ARTICLE 5: CONFERENCE COMMITTEE .....6  
ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION.....7  
ARTICLE 7: HEALTH AND INSURANCE BENEFITS.....10  
ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS .....11  
ARTICLE 9: MILEAGE AND PARKING.....11  
ARTICLE 10: HOURS OF WORK AND OVERTIME.....12  
ARTICLE 11: HIRING, TRANSFERS, AND STEP PLACEMENT .....16  
ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE .....19  
ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION .....22  
ARTICLE 14: SPECIAL DUTY .....22  
ARTICLE 15: HOLIDAYS.....26  
ARTICLE 16: VACATION LEAVE .....27  
ARTICLE 17: SICK LEAVE.....29  
ARTICLE 18: FAMILY AND MEDICAL LEAVE.....32  
ARTICLE 19: PARENTAL LEAVE .....34  
ARTICLE 20: DOMESTIC VIOLENCE LEAVE .....35  
ARTICLE 21: DONATED LEAVE.....36  
ARTICLE 22: BEREAVEMENT LEAVE .....39

1	ARTICLE 23: CONTINUING EDUCATION DEVELOPMENT.....	40
2	ARTICLE 24: MILITARY LEAVE .....	40
3	ARTICLE 25: JURY DUTY LEAVE.....	41
4	ARTICLE 26: EXECUTIVE LEAVE .....	42
5	ARTICLE 27: UNPAID LEAVES OF ABSENCE .....	42
6	ARTICLE 28: SAFETY STANDARDS .....	42
7	ARTICLE 29: REDUCTION IN FORCE, LAYOFF, RECALL.....	42
8	ARTICLE 30: GRIEVANCE PROCEDURE .....	47
9	ARTICLE 31: WAIVER CLAUSE .....	51
10	ARTICLE 32: WORK STOPPAGES .....	51
11	ARTICLE 33: SAVINGS CLAUSE .....	52
12	ARTICLE 34: DEFINITIONS .....	52
13	ARTICLE 35: TERM OF AGREEMENT .....	54

14

15 ADDENDUM A: JOB CLASSIFICATION WAGE RATES

16 ADDENDUM B: ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

17 ADDENDUM C: EMPLOYEE PERSONAL VEHICLE PARKING RATES - GOAT HILL

18 GARAGE AND KING STREET CENTER

19 ~~ADDENDUM D: LONGEVITY STEPS WORKING COMMITTEE~~

20

21

22

23

24

25

26

27

28

29

30

31

32

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**AGREEMENT  
BETWEEN  
KING COUNTY  
and**

**WASHINGTON STATE NURSES ASSOCIATION  
SUPERVISORS AND MANAGERS - DEPARTMENT OF PUBLIC HEALTH  
PUBLIC HEALTH - SEATTLE & KING COUNTY AND DEPARTMENT OF ADULT AND  
JUVENILE DETENTION**

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 [AssoeiationUnion](#)) for all employees in the Department of Public Health - Seattle and King County and Department of Adult and Juvenile Detention (hereinafter referred to as County or the Department), defined by the classifications listed in Addendum A of this Agreement. -This Agreement shall be subject to approval by Ordinance by the King County Council.

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Seattle-King County Department of Public Health and the Department of Adult and Juvenile Detention 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 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: NONDISCRIMINATION**

**Section 2.1. 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

Formatted: French (France)

1 retirement provisions, status as a family caregiver, military status or status as a veteran who was  
2 honorably discharged or who was discharged solely as a result of the person's sexual orientation or  
3 gender identity or expression.

4 **Section 2.2. Avenue of Redress.** Allegations of unlawful discrimination or alleged violations  
5 of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure.  
6 Alleged violations of discrimination standing alone may be advanced to Step 3 of the grievance  
7 procedure and may not be advanced to arbitration. Grievances in which allegations of discrimination or  
8 violations of this Article are a component, and not the sole alleged violation, may otherwise be subject  
9 to arbitration. However, the allegation of discrimination shall be barred from advancement to arbitration,  
10 while remaining alleged violations may be advanced to arbitration. ~~Complaints or charges under this~~  
11 ~~Article shall only be pursued through appropriate equal employment opportunity agencies or through~~  
12 ~~reporting a complaint to the Human Resources Manager or the Equity Workforce Equity Manager~~  
13 ~~pursuant to the King County Nondiscrimination, Anti-Harassment & Inappropriate Conduct Policy,~~  
14 ~~which can be found on the Department of Human Resources website.~~

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

16 **Section 3.1. Bargaining Unit.** The County hereby recognizes the AssociationUnion as the  
17 exclusive collective bargaining representative for the purposes stated in RCW 41.56 of all employees  
18 employed within the bargaining unit as defined by the classifications listed in Addendum A to this  
19 Agreement. -This shall include all employment position types used by the County (e.g., Career Service,  
20 Term-Limited Temporary, and Short-Term Temporary).

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

28 **Section 3.3. Payroll Deduction.** Upon receipt of a written authorization individually signed by  
29 an employee voluntarily, the County shall deduct from the pay of such employee who has so authorized  
30 it the amount of dues and initiation fee or representational fees as certified by the AssociationUnion and  
31 transmit the same to the AssociationUnion by the tenth (10th) of the month following the payroll  
32 deduction date. -The information will be provided in Excel, CSV or Tab Delimited format.

1 The County will refer all employee inquiries regarding dues deduction revocation to the  
2 [Association/Union](#).- Employees may revoke their authorization for dues payroll deductions by written  
3 notice to the [Association/Union](#) in accordance with the terms and conditions of their dues authorization  
4 form.- Every effort will be made to discontinue dues payroll deductions not later than the second payroll  
5 period after the County receives written confirmation from the [Association/Union](#) that the terms of an  
6 employee’s authorization regarding dues deduction revocation have been met.

7 The [Association/Union](#) will indemnify, defend and hold the County harmless against any claims  
8 made and against any suit instituted against the County on account of any deduction of dues for the  
9 [Association/Union](#). The [Association/Union](#) agrees to refund to the County any amounts paid to it in error  
10 on account of the deduction provision upon presentation of proper evidence thereof.

11 **Section 3.4. Non-discrimination.** No employee shall be discriminated against for any lawful  
12 [Association/Union](#) activity, including serving on an [Association/Union](#) committee or as local unit  
13 chairperson outside of scheduled working hours.

14 **Section 3.5. Visitation.** A representative of the [Association/Union](#) may, after notifying the  
15 Department Official in charge who is outside of the bargaining unit, visit the work location of employees  
16 covered by this Agreement at any reasonable time for the purpose of investigating grievances. -Such  
17 [Association/Union](#) representative shall limit their activities during such investigation to matters relating  
18 to this Agreement. -Department work hours shall not be used by employees or the Representative of the  
19 [Association/Union](#) for the conduct of [Association/Union](#) business or the promotion of [Association/Union](#)  
20 affairs.

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

26 In addition, the County will provide a monthly roster list of new hires into the bargaining unit,  
27 and also a list of terminations. -The monthly roster list of new hires shall include first name, last name,  
28 work email address, job classification, department, division, FTE status, and rate of pay. -The  
29 information will be provided in Microsoft Excel, CSV, or Tab Delimited format.

30 **Section 3.7. New Employee Orientation.** The local [Association/Union](#) unit chairperson or  
31 designee will be allowed to meet during working hours for up to thirty (30) minutes with a newly hired  
32 bargaining unit employee within the new employee’s ninety (90) calendar days of employment per

1 requirements in [RCW 41.56.037](#), to provide information on the [AssoeiationUnion](#) and the contract.  
2 Upon request by the [AssoeiationUnion](#), the County will allow a new employee time to meet with an  
3 [AssoeiationUnion](#) representative within the first [twelve](#) (12) calendar days of employment.

4 **Section 3.8. Paid Status for Negotiation Team Members.** Each employee who participates in  
5 bargaining as part of the WSNA bargaining team during the respective employee's work hours shall  
6 remain on County paid status for no more than one hundred fifty (150) hours of County paid release time  
7 for the bargaining sessions resulting in a labor agreement. -If negotiations exceed one hundred fifty (150)  
8 hours, WSNA will be responsible for requesting additional paid status hours for its negotiation team  
9 members employed by the County.

10 **Section 3.9. Public Records Requests.** When documents in an individual employee's  
11 personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request,  
12 the County will provide the employee notice of the request in advance of the release date. -If the County  
13 receives a public records request for personal information for the entire membership of the  
14 [AssoeiationUnion](#) working for the County, the County shall notify the [AssoeiationUnion](#) as soon as  
15 possible, and if possible, prior to the release of the information.

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

21 **Section 3.10. Bulletin Boards.** The County agrees to provide bulletin boards in areas accessible  
22 to the members for the use of [AssoeiationUnion](#) officers and stewards to post announcement of meetings,  
23 election of officers, and any other [AssoeiationUnion](#) materials. -No materials of a political nature can be  
24 posted. -Information concerning union elections are not considered political in nature for purpose of this  
25 Section.

26 **Section 3.11. Electronic Devices.** The County will permit the [AssoeiationUnion](#) officers and  
27 stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar  
28 equipment to communicate regarding Union business related to King County. -These communications  
29 will be consistent with state law and the County's Acceptable Use of Information Assets Policy.- The  
30 communications and the use of the County's equipment and systems must be brief in duration and  
31 frequency.- In no circumstance shall use of the County's equipment or systems interfere with County  
32 operations or result in additional expense to the County. -The parties understand and agree there is no

1 guarantee of privacy in the communications described herein and that such communications may be  
2 subject to disclosure under the Public Records Act.

3 Section 3.12. PAC Deductions. During the term of this Agreement, the County will deduct the  
4 sum specified from the pay of each member of the Union who voluntarily executes a Washington State  
5 Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When filed with  
6 the County, the authorized form will be honored in accordance with its terms. The amount deducted and  
7 a roster of all nurses using payroll deduction for PAC contributions will be promptly transmitted to the  
8 Union by a check separate from the dues deduction check payable to its order. Upon completed  
9 transmission of a check to WSNA, the County's responsibility shall cease with respect to such  
10 deductions. The Union will provide a monthly report of any changes to the fixed WSNA PAC amounts.  
11 The County agrees to direct all communications from nurses regarding payroll deduction to WSNA. The  
12 Union hereby undertakes to indemnify and hold the County harmless from all claims, demands, suits or  
13 other forms of liability that shall arise against the County for or on account of any such deductions made  
14 from the wages of such nurse.

15 **ARTICLE 4: MANAGEMENT RIGHTS**

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

28 **Section 4.2.** Delivery of services in the most efficient, effective and courteous manner is of  
29 paramount importance. –As a consequence, the parties hereby recognize the Health Department's right  
30 to determine the methods, processes and means of providing service, the rights to increase or diminish  
31 operations, in whole or in part, the right to increase, diminish or change department equipment, including  
32 the introduction of any and all new, improved or automated methods or equipment, the assignment of

1 employees to specific jobs, the determination of job content and/or job duties and the combination or  
2 consolidation of jobs.

3 **Section 4.3.** The Association/Union recognizes the County’s right to establish and/or revise  
4 performance standards. -Such standards may be used to determine acceptable performance levels and to  
5 measure the performance of each employee against the standards. In establishing new and/or revising  
6 existing performance standards, the County shall provide notice to the Association/Union prior to  
7 implementation.

8 **ARTICLE 5: CONFERENCE COMMITTEE**

9 The County jointly with the elected representative of the Association/Union covered by  
10 Addendum A of this Agreement shall establish a Supervisors’ Conference Committee (“Conference  
11 Committee”) to assist with mutual problems regarding supervisory issues, and for the purpose of  
12 discussing and facilitating the resolution of all problems which may arise between the parties other than  
13 those for which another procedure is provided by law or by other provisions of this Agreement.—

14 The function of the Conference Committee shall be limited to an advisory rather than a decision-  
15 making capacity. -Such Committee shall meet as mutually agreed, and shall consist of representatives of  
16 the County and up to three employee representatives (excludes the WSNA representative). The  
17 Association/Union representatives may attend meetings upon invitation or after giving prior notification  
18 to the Committee. -When an issue is presented by the employee representatives at a Conference  
19 Committee, and the issue is not resolved or has not been addressed to the satisfaction of the  
20 Association/Union within thirty (30) calendar days, the Association/Union may reduce the substance of  
21 the issue to writing indicating that it had been discussed in the Committee, and thereafter forward the  
22 issue to the relevant Department Director and Chief Nurse Officer. After review by the relevant Director  
23 and Chief Nurse Officer, the Nursing Office shall offer a response in writing to the issue raised by the  
24 Association/Union within thirty (30) calendar days clarifying the position of the Department relative to  
25 the issue raised.

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

27 **Section 6.1. -Classification Wage Rates.** The classifications of employees covered under this  
28 Agreement and the corresponding rates of pay are set forth in Addendum A which is attached hereto and  
29 made a part of this Agreement.

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

32 **Section 6.24. Wage Step Increases & Merit Pay Plan Eligibility.** Annually on January 1, non-

1 probationary career service and term-limited temporary employees who are not at the top step will  
2 advance to the next higher step on the salary range, provided that the employee is no longer in a  
3 probationary status as of September 30th of the previous year. Short Term Temporary employees will  
4 be given step increases in accordance with the progression rate established in this Agreement on the  
5 employee's anniversary date. FLSA Exempt employees are eligible to receive merit pay step increases  
6 pursuant to the King County Merit Pay Plan for the duration of this Agreement, except that employees  
7 shall not be eligible for above-top-step merit pay.

8 ~~6.2.1. 2023 Ratification Incentive. Upon County implementation of this Agreement,~~  
9 ~~employees in career service and TLT positions who were active employees on the date of Union~~  
10 ~~ratification shall receive a one-time payment of \$1000.~~

11 Section 6.3. 2026 COLA. Effective January 1, 2026, the classification wages listed in Addendum  
12 A shall be increased by 3.75%.

13 Section 6.4. 2027 COLA. Effective January 1, 2027, the classification wages listed in Addendum  
14 A shall be increased by 3.75%.

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

17 A. -COLA will be 95 percent (95%) of the average growth rate of the six (6) prior bi-  
18 monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban  
19 Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the  
20 year prior to the year in which the COLA will be applied.- For example, the wage adjustment for January  
21 1, 2028, shall be calculated as the average of the year-over-year percentages from the August 2026,  
22 October 2026, December 2026, February 2027, April 2027, and June 2027 values of the CPI-W.

23 B. -A year-over-year change means the percentage change in the CPI-W for that  
24 measurement compared to the CPI-W for the same month the prior year. -For example, the June 2025  
25 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-  
26 W.

27 C. -Regardless of the result calculated using this formula, the annual COLA shall not be  
28 more than 4% and shall not be less than 3%.

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

31 A.- COLA will be 95 percent (95%) of the average growth rate of the six (6) prior bi-  
32 monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban

1 Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the  
2 year prior to the year in which the COLA will be applied.- For example, the wage adjustment for January  
3 1, 2029, shall be calculated as the average of the year-over-year percentages from the August 2027,  
4 October 2027, December 2027, February 2028, April 2028, and June 2028 values of the CPI-W.

5 B.- A year-over-year change means the percentage change in the CPI-W for that  
6 measurement compared to the CPI-W for the same month the prior year.- For example, the June 2025  
7 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-  
8 W.

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

11 **Section 6.47. Wage Step Increases & Merit Pay Plan Eligibility.** FLSA Exempt employees  
12 are eligible to receive merit pay step increases pursuant to the King County Merit Pay Plan for the  
13 duration of this Agreement, except that employees shall not be eligible for above-top-step merit pay.

14 **Section 6.578. Longevity Premium.** Full-time Career Service and part-time Career Service  
15 employees shall receive the following longevity premiums based upon their length of service with the  
16 Department:

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

23 6.8.1 Effective January 1, 2028, Section 6.8, above, will be struck and the 11-step wage  
24 scale will transition to a 21-step scale, as reflected in Appendix A.

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

29 **Section 6.69. Jail Assignment Premium.** Employees assigned to the Jail Health Services shall  
30 receive a rate of pay that is fifteen percent (15%) (~~fifteen percent~~) higher than the salary range for other  
31 non-jail positions. -The Jail Health Services rate thus becomes a "base" or "regular" rate of pay for this  
32 assignment and is included in the computation for overtime and is payable for paid leave and holiday

*Washington State Nurses Association - Supervisors and Managers - Departments of Public Health and Adult and Juvenile Detention*  
*January 1, 2023~~6~~ through December 31, 2029~~4~~*  
*320C0123*

1 pay.

2 **Section 6.710. Shift Differentials for Non-Exempt Employees.** A bargaining unit employee  
3 scheduled to work in a facility or site which is staffed for 24 hour operation and scheduled to work not  
4 less than four (4) hours of ~~his/her~~ their work shift during the evening shift or night shift, shall receive  
5 one of the following shift differentials for all scheduled hours worked during each shift.

6 Evening Shift \$2.50 per hour

7 Night Shift \$4.00 per hour

8  
9 Other employees will receive the evening shift differential for all hours worked after the normal  
10 business hours of 5:00 p.m., provided that employees who request a flex schedule shall not receive a  
11 shift differential.

12 The above differential shall be considered part of the Supervisor's regular rate for purposes of  
13 overtime pay calculations.

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

17 The evening shift period shall normally encompass the hours from 2:30 p.m. to 10:30 p.m. -The  
18 night shift period shall normally encompass the hours from 10:30 p.m. to 6:30 a.m.

19 **Section 6.811. Weekend Premium for Non-Exempt Employees.** A weekend premium shall  
20 be paid for all hours of work on weekends at the rate of \$4.00 per hour. -This premium shall not be  
21 included in the base rate of pay for purposes of determining paid leave benefits.- The weekend begins  
22 with the night shift on Friday and through evening shift on Sunday.

23 **Section 6.912. Standby Duty for Non-Exempt Employees.** Employees placed on standby duty  
24 for purposes of receiving calls during their off hours shall be compensated for such standby duty by  
25 receiving ten percent (10%) of their straight-time hourly rate for all hours assigned.- Employees will  
26 submit an overtime or compensatory time request for all hours actually worked.

27 **Section 6.1013. Bilingual Premium Pay.** ~~Employees may be assigned in writing to provide~~  
28 ~~bilingual, interpreter and/or translation services to the Department and shall receive a premium of~~  
29 ~~twenty five dollars (\$25.00) per biweekly pay period. This premium shall be provided prospectively~~  
30 ~~upon County implementation of this Agreement after Council ratification. The assignment will be~~  
31 ~~renewed annually and may be terminated at any time. It is understood by the parties that the work~~  
32 ~~performed by the bilingual speaker provided for under this section shall not supplant the work of the~~

1 ~~Medical Interpreter/Translator. If the bilingual premium pay for other employees working in Public~~  
2 ~~Health is increased, then such increase will be extended to employees covered by this Agreement at the~~  
3 ~~same time. For FLSA non-exempt employees, bilingual premium pay shall be included in the calculation~~  
4 ~~of the nurse's FLSA regular rate for purposes of payment for hours which qualify as overtime under the~~  
5 ~~FLSA.~~

6 **6.13.1. Bilingual Pay Position Designation.** Effective prospectively upon ratification  
7 and implementation of this agreement, the County at its sole discretion will determine whether the use  
8 of one (1) or more specific non-English language or American Sign Language (ASL) is desired or  
9 required for specific job duties and positions. Employees in such designated positions are eligible to  
10 receive bilingual pay premiums as defined below. The County may end or modify the assignment of job  
11 duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which  
12 will result in the immediate adjustment of the bilingual pay premium. The existing assignments will be  
13 reviewed annually to determine whether one (1) or more specific non-English language or American  
14 Sign Language (ASL) is desired or required for all positions. Any employee deemed ineligible for a  
15 bilingual premium shall not be required to provide bilingual services.

16 **6.13.2. Employee Eligibility and Pay Premiums.** Employees in bilingual pay premium  
17 eligible positions must demonstrate sufficient language proficiency in the target language as determined  
18 by the County. Employees may be required to successfully retest their language proficiency at any time.  
19 Job classifications that have core interpreter/translator functions are ineligible to receive bilingual pay  
20 premiums. Under no circumstances will an employee receive more than one bilingual pay premium or  
21 additional bilingual pay premiums for proficiency in multiple languages. The hourly premium is  
22 excluded on all hours compensated but not worked.

23 **6.13.3.- Bilingual Skills Desired Pay Premium.** Eligible employees whose job duties  
24 include the “desired” use of one (1) or more specific non-English language or ASL will receive a \$1.00  
25 per hour premium on actual hours worked.

26 **6.13.4. Bilingual Skills Required Pay Premium.** Eligible employees whose job duties  
27 include the “required” use of one (1) or more specific non-English language or ASL will receive a \$2.00  
28 per hour premium on actual hours worked.

29 **6.13.5. Implementation.** Section 6.12 applies prospectively and replaces any and all  
30 bilingual pay premiums provided herein or other practices. Upon implementation, the County will notify  
31 employees currently receiving bilingual pay premiums of whether their position is designated as  
32 “desired” or “required” to use of one (1) or more specific non-English language or ASL. Employees may

1 be required to successfully retest their language proficiency to be eligible for bilingual pay premiums  
2 following this designation. Employees who do not demonstrate proficiency will not be eligible for  
3 bilingual pay premiums.

4 **6.13.6. Indemnification.** The County shall indemnify employees consistent with King  
5 County Code 2.21.060.

6 **6.13.7. Testing.** Language proficiency testing and release time will be provided in  
7 accordance with County policy.

8 **Section 6.14.14. Certification Premium Pay.** All currently employed nurses who are certified  
9 in a specialty area by a national nursing organization and relevant to ~~his or her~~their nursing practice shall  
10 be paid a premium of fifty dollars (\$50) per biweekly pay period, provided the particular certification  
11 has been approved by the Nursing Office and their respective manager, and provided the nurse continues  
12 to meet all educational and other requirements to keep the certification current and in good standing. A  
13 nurse is eligible for only one (1) certification premium regardless of the number of certifications the  
14 nurse may have. The certification pay will be effective the first full pay period after the date a copy of  
15 documentation of certification is received by the County.

16 Any nurse who desires to become certified in a specialty area relevant to their practice and wishes  
17 to receive certification premium shall make such request in writing to the County prior to embarking on  
18 obtaining the certification. Subject to budgetary constraints, the County shall grant requests for premium  
19 certification for a certification that is relevant to the nurse's practice area provided the nurse continues  
20 to meet all educational and other requirements to keep the certification current and in good standing. The  
21 County may discontinue the certification for a nurse if that nurse transfers to a different practice area for  
22 which the certification is not relevant (e.g., jail to public health center).

23 Any certifications that are already a job requirement (e.g., Nurse Practitioner Board Certification  
24 for ARNP) will not qualify the nurse to receive the certification premium. The following certifications  
25 (or equivalent) are examples of approved certifications:

26 RN/PHN Certifications

- 27 ● Certified Nurse Manager and Leader
- 28 ● CCHP-~~RN~~ Certification
- 29 ● International Board-Certified Lactation Consultant (IBCLC)
- 30 ● Ambulatory Care Nursing
- 31 ● Community Health Nursing
- 32 ● Advanced Forensic Nursing

- 1 • Diabetes Management
- 2 • Nursing Case Management
- 3 • Pediatric Nursing
- 4 • Psychiatric-Mental Health Nursing
- 5 • Public Health Nursing—Advanced
- 6 • Certification Board of Infection Control and Epidemiology
- 7 • Medical-Surgical Nursing
- 8 • Pain Management Nursing
- 9 • Wound Care

10 Section 6.10, 215. Deferred Compensation. ~~Beginning with the Effective Date of this~~  
 11 ~~Agreement, n~~New employees will be automatically enrolled in the Deferred Compensation Program  
 12 according to the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and  
 13 overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual  
 14 auto increases every January 1st. While the open enrollment process will default to the auto-enrollment  
 15 for deferred compensation, employees have the option to “opt out” at any time during open enrollment.  
 16 They may also opt out of the program at any other time after they have enrolled.

17 Section 6.16. Master’s/Doctoral Step. Any nurse attaining a Master’s and/or Doctoral Degree  
 18 in Nursing while employed at King County shall receive an increase of one (1) step per degree up to a  
 19 maximum of two steps total, provided the nurse is not already at the top step of the wage scale. The  
 20 increase will be effective the first full pay period after the date a copy of documentation of the degree is  
 21 received by the County.

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

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

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

1 ordinance.

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

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

6 **Section 8.1. Conditions of Employment.** All nurses must meet licensing, security clearance,  
7 credentialing, and certification requirements as a condition of hire and continued employment pertaining  
8 to their position. - Nurses working in positions at the detention facilities (e.g., KCCF, MRJC, CCFJC)  
9 must obtain and maintain security clearances to those facilities. Nurses failing to maintain necessary  
10 licenses, security clearances, credentials or certifications may be issued disciplinary action, up to and  
11 including, termination from employment.

12 **Section 8.2. Employee License Fees.** The County shall pay for the cost of the following fees  
13 for all Career Service employees:

- 14 > Renewal for Registered Nurse License
- 15 > Renewal for ANA Certification

16 **Section 8.3. Jurisdiction of Nursing Care Quality Assurance Commission.** The County  
17 recognizes that each Registered Nurse in the bargaining unit is licensed to practice by the State of  
18 Washington pursuant to RCW Chapter 18.79 and must practice in conformity with the rules and  
19 regulations promulgated by the Washington State Nursing Care Quality Assurance Commission which  
20 is solely empowered by law to promulgate and interpret such rules and regulations.

21 Registered Nurses must notify the Nursing Office when action is taken by the Board of Nursing  
22 affecting their license.

23 **ARTICLE 9: MILEAGE AND PARKING**

24 **Section 9.1. Mileage Reimbursement.** An employee who is required by the County to provide  
25 a personal automobile for use in Department business shall be reimbursed for such use at the rate  
26 established by ordinance by the County Council, for all miles driven in the course of Department  
27 business.

28 **Section 9.2. Parking.**

29 **9.2. 1.** For those jail nurses who travel between jail facilities and use their personal  
30 automobile, parking shall be provided downtown at the Department's expense. -The County  
31 shall make parking options available in close proximity to the jail for employees working evening and/or  
32 night shifts.

1           **9.2.2.** Due to ~~extreme-ongoing~~ recruiting and retention challenges facing Jail Health  
2 Services, nurses working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall  
3 pay the “After-Hours” rate. ~~This benefit shall sunset on December 31, 20242029, but may be extended~~  
4 ~~by agreement of the parties into the next contract term if severe recruiting and retention challenges~~  
5 ~~remain.~~

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

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

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

12           **Section 10.2. Work Week.** The current FLSA work week shall begin at 12:00 a.m. Saturday  
13 and end at 11:59 p.m. Friday, except employees in Jail Health Services have an FLSA workweek that  
14 begins at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday. ~~Other seven-day work week beginning~~  
15 ~~and ending times may be designated to accommodate unusual schedules (such as the 9/80 alternative~~  
16 ~~schedule).~~

17           **Section 10.3. Change to FLSA Workweek.** ~~Upon written notice to the Association~~Union and  
18 impacted Jail Health Services employees, the FLSA work week shall change to begin at 12:00 a.m.,  
19 Saturday and end at 11:59 p.m., Friday. Employees will not incur a loss of pay as result of the change in  
20 FLSA workweeks.

21           **Section 10.4. Flex Schedule.** ~~Upon management approval, flex schedules can be provided. This~~  
22 ~~means on a day-to-day basis the employee may request or agree to a revision in the schedule of work~~  
23 ~~hours, working more hours than scheduled on one day and less on another day during the same work~~  
24 ~~week. The mutually agreed upon flex schedule will not trigger daily overtime, for FLSA non-exempt~~  
25 ~~employees, for hours in excess of the regularly scheduled shift.~~

26           **Section 10.5. Hours Worked in Excess of Forty in a Workweek (“FLSA Overtime”).** For  
27 FLSA non-exempt employees only, all work performed over forty (40) hours in any one (1) FLSA  
28 workweek shall be paid at the rate of one and one-half times the nurse’s FLSA regular rate of pay in  
29 accordance with the FLSA (i.e., by multiplying the straight time rate of pay by all overtime hours worked,  
30 plus one-half the employee’s hourly regular rate of pay times all overtime hours worked).

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

32           ~~10.6.1.A.~~ FLSA non-exempt employees shall be eligible for contractual daily overtime

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

9 ~~10.6.2B.~~ Daily Overtime shall be paid for at the overtime rate of one and one-half (1-1/2)  
10 times the regular rate of pay.

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

19 **Section 10.8. Non-Jail Employee Work Schedules.** The establishment of employee work  
20 schedules is within the purview of management. When the County deems it necessary, work schedules  
21 other than a Monday through Friday and work hours other than eight (8) hours per day and (40) hours  
22 per week may be established. Both parties acknowledge that a change of duties or an overtime  
23 assignment does not constitute a schedule change.

24 The Department recognizes the need to give employees timely notice of schedules and schedule  
25 changes, and avoid frequent schedule changes. Work schedule changes may be required to  
26 effectively meet operational needs (e.g., client service accessibility, expanded service hours, staffing  
27 changes, program changes). To that end, the Department shall make reasonable efforts to ensure the final  
28 schedule is provided at least ten (10) calendar days before the schedule takes effect, and in accordance  
29 with the schedule change terms described below.

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

1 date.

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

4 **10.8.1. Type 1 Schedule Change.** The County will provide thirty (30) calendar days'  
5 advance notice for work schedule changes that result in a change of one-and-one half (1.5) hours or less  
6 in scheduled start and end times, occurring Monday through Saturday, and maintain the same number of  
7 regularly scheduled work hours per day (e.g., 8 hours per day, 10 hours per day). For example, a nurse  
8 scheduled M-F 8 a.m. ~~to~~ 5 p.m. could have their start and end times changed to M-F 9:30 a.m. ~~to~~ 6:30  
9 p.m. provided thirty (30) calendar days' advance notice is given prior to the effective date of the new  
10 work schedule. ~~If~~ an employee has a concern about a proposed work schedule, the employee should  
11 immediately raise the concerns with their manager or area manager who will take this into consideration  
12 for informational purposes.

13 **10.8.2. Type 2 Schedule Change.** The County will provide employees forty-five (45)  
14 calendar days' advance notice for work schedule changes involving the following:

15 A. ~~Change~~ to scheduled workdays (including changes that may require weekend  
16 work);

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

19 C. ~~Change~~ in work hours outside the timeframes listed in Type 1 Schedule  
20 Change. The County will also notify the [Association/Union](#) about the change, and if requested, bargain  
21 impacts on wages, hours, and working conditions, without delaying implementation. No individual nurse  
22 will be required to work more than one out of every four Saturdays in a four-week period, except on a  
23 voluntary basis.  
24

25 **10.8.3. ~~Type 3 Schedule Change.~~** ~~In~~ the event of County declared emergency,  
26 temporary changes to employee schedules may be implemented with as much notice as possible given  
27 the circumstances.

28 **Section 10.9. Alternative Work Schedules (Employee Requested).**

29 **10.9.1.** An alternative work schedule is defined as any schedule of hours of work other  
30 than the traditional five (5) eight (8)-hour days within a seven (7)-day work week. The terms in this  
31 Section apply only to employee requested alternate work schedules, not employer established alternate  
32 work schedules. ~~Examples~~ of alternative work schedules include but are not limited to:

1           A. -4 - 10-hour workdays;

2           B. -9/80-off alternate work week schedule (the record keeping timesheet for this  
3 schedule must be the one which meets the FLSA standards dividing between two (2) work weeks mid  
4 shift on the fifth day of work which is either eight (8) hours or a day off).

5           **10.9.2.** Nurses, individually or in groups, may request an alternate work  
6 schedule. The request will be reviewed to see if it meets the business needs of the site. If more  
7 than one nurse requests an alternate work schedule, the nurse with the greatest bargaining unit seniority  
8 at that site/workgroup will be granted the alternative work schedule. —If the request is denied, the basis  
9 for the denial (an explanation of how/why the schedule does not meet the business needs of the site) will  
10 be provided in writing to the employee.- Additionally, the employee is entitled to have the decision on  
11 the request reviewed by the Director or Deputy Director of Community Health Services, provided a  
12 request for such review is made in writing within ten (10) business days of receipt of the initial decision.

13           **10.9.3** In administering alternative work schedules, the following working conditions  
14 shall prevail:

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

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

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

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

19           E. -Employee participation shall be on a voluntary basis.

20           **Section 10.10. Jail Facility Work Schedules (Adult & CCFJC).**

21           **10.10.1.** The establishment of employee work schedules is within the purview of  
22 management. When changes to employee work schedule(s) are deemed necessary, management will first  
23 discuss such needs with the impacted employee(s) with the aim of reaching mutual agreement on the  
24 schedule change.

25           ~~10.10.2~~**10.10.2.** Absent mutual agreement, minor schedule change(s) may be  
26 implemented with thirty (30) calendar days' notice to impacted employee(s). Major work schedule  
27 change(s) (e.g., day to evening shift) will be effective with sixty (60) calendar days' notice after the final  
28 work schedule is determined. In this circumstance, the County will also notify the ~~Association~~Union of  
29 the change, and if requested bargain impacts on wages, hours, and working conditions. If more than one  
30 (1) involuntary schedule change is proposed at a time, impacted employees will be allowed to select  
31 based on seniority from among the work schedules that have been modified.

32           **10.10.3.** In the event of County declared emergency, temporary changes to employee

1 schedules may be implemented with as much notice as possible given the circumstances.

2 **Section 10.11. FLSA Exempt Positions.** Employees allocated to the classification of Nurse  
3 Manager (including Nurse Manager - Jail) and, employees allocated to the classification of Personal  
4 Health Services Supervisor (Clinic) are exempt from the overtime provisions of the Fair Labor Standards  
5 Act (“FLSA”) and are not overtime eligible.

6 **ARTICLE 11: HIRING, TRANSFER, AND STEP PLACEMENTS**

7 **Section 11.1. Position Vacancies.** Career Service vacancies created within the job  
8 classifications covered by this Agreement by virtue of separation or newly created positions shall be  
9 filled by Transfer (Section 11.4 & 11.5) or posted (Section 11.3) for not less than ten (10) consecutive  
10 business days; provided, however, the County retains the right to determine who, if anybody, shall be  
11 selected for and/or transferred to said vacancy. Term-limited temporary positions and short-term  
12 temporary positions shall be filled according to Public Health hiring practices for positions designated  
13 as temporary. -TLT postings will also be posted as Special Duty opportunities. Upon request, the County  
14 will quarterly provide the [AssociationUnion](#) a report identifying all current vacant positions in the  
15 bargaining unit. - The report shall designate those vacant positions the County is actively trying to fill.

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

22 **Section 11.2 Management Option to Initiate Transfer Process.** When a Career Service  
23 position is vacant, the County may first decide to fill the position by initiating a lateral voluntary internal  
24 transfer process per Section 11.4 or involuntarily transfer process per Section 11.5 prior to the position  
25 being considered open for purposes of layoff recall, disability reassignment, or initiating a job  
26 recruitment.

27 **Section 11.3 Job Recruitment.** Vacant Career Service positions shall be filled according to the  
28 following:

29 **A.** —The Department shall announce all position vacancies with stated minimum  
30 qualifications on the appropriate web site(s).

31 **B.** —Interview screened applicants meeting minimum qualifications from within the  
32 bargaining unit.

1 C. –Make selections for promotional positions in accordance with appropriate personnel  
2 regulations and ordinances.

3 **Section 11.4. Lateral Voluntary Transfer.** The County may initiate a lateral voluntary transfer  
4 process by posting the open position opportunity for not less than ten (10) business days to bargaining  
5 unit employees in an individual Division in Public Health (e.g. Jail Health Services or Community Health  
6 Services) or to the bargaining unit as a whole. Upon notice by the County, an eligible bargaining unit  
7 employee within the scope of the process may request to voluntarily transfer if they are in the same  
8 classification or equivalent classification. In exercising this discretion, the County will consider  
9 operational need, relevant expertise and experience for the position (inclusive of experience with  
10 communities served by the position), and the preferences and seniority of the candidate(s).

11 An employee who is approved a voluntary lateral transfer will not be required to serve another  
12 probationary period. –However, a trial service period of up to three (3) months, or six (6) months for  
13 supervisors and Nurse Managers moving from a jail setting to a non-jail setting or vice versa may be  
14 imposed. –A supervisor who does not successfully complete the trial service period shall be moved back  
15 into the supervisor’s former position or an equivalent position if available. –If no position is available,  
16 the employee is terminated and eligible for recall rights as if laid off. –A lateral transfer is defined as the  
17 movement of an employee in the bargaining unit to another position within the same classification or  
18 equivalent classification within the bargaining unit.

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

21 **Section 11.5. Involuntary Transfer.** When the Department intends to transfer an employee, the  
22 Department will first seek a volunteer for transfer. Absent volunteers or approved voluntary transfer(s),  
23 the County may fill a position by involuntarily transfer, moving an employee from one position to  
24 another position within the same division and the same classification with (45) calendar days’ notice.  
25 The County will not involuntarily transfer an employee from a non-jail position to a jail position or vice-  
26 a-versa or from one division to a different division, nor from the north sector to the south sector (and  
27 vice versa) – except for jail facility transfers. In the event of a jail facility involuntary transfer, KCCF  
28 and MRJC are considered the same sector and involuntary transfers can occur between the two facilities.

29 In determining who will be subject to involuntary transfer, the County will consider operational  
30 need, relevant expertise and experience for the position (inclusive of experience with communities  
31 served by the position) and the preferences and seniority of the candidates.

32 Involuntary transfers may result in a change in regularly scheduled work hours (or pattern for

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

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

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

10 ~~11.6.1~~**11.6.1. New Hire Wage Placement.** When an employee is hired into the  
11 bargaining

12 unit, including both external candidates and current King County employees in the  
13 WSNA Staff contract (e.g., promotional candidates Registered Nurse position to Personal Health  
14 Services Supervisor), the employee will be placed by the County at up to Step ~~14-21~~ of the salary range  
15 for the respective classification. To determine step placement, the County will use the criteria below,  
16 and may also consider relevant experience, operational needs, and budget to provide a higher step  
17 placement above the criteria below.

18 ~~1.~~Supervisory and/or management experience (general) two years = one (1) step  
19 with

20 ~~2.1.~~ maximum of three (3) steps;

21 ~~3.~~Program management, staff development and training QI/QA, evaluation,  
22 clinical

23 ~~4.2.~~ teaching or other leadership experience two (2) years = one (1) step with  
24 two (2) step maximum;

25 ~~5.~~Master's degree/Ph.D./Doctor of Nursing Practice = one (1) step with a two  
26 (2) step

27 ~~6.3.~~ maximum; and,

28 ~~7.~~Supervisory and/or management experience specific to setting two (2) years  
29 = one (1) step

30 ~~8.4.~~ with a four (4) step maximum.

31 **11.6.2. Salary Step Placement for Voluntary Lateral Transfer.** Employees who

32 voluntarily transfer will not have a change in pay, except employees that transfer from the jail

1 to a non-jail position of the same job title or from a non-jail to jail position shall remain at the same  
2 salary step number of the applicable salary range. -For example, a Personal Health Services Supervisor  
3 at Step 7 on the jail salary range who transfers to a non-jail position shall be placed on Step 7 of the non-  
4 jail range. In addition, employees may also increase or decrease their FTE status (i.e. regularly scheduled  
5 workweek hours) in accordance with the FTE status of the new position.

6 **11.6.3. Involuntary Transfer Wage Placement.** Employees involuntarily transferred

7 will not have a change in their current hourly pay rate as a result of the transfer.

8 **11.6.4. -Salary upon Reclassification or Promotion.** An employee who is

9 promoted shall be placed either in the first step of the new salary range or at the step which is  
10 nearest to but not less than two steps more than the employee's former salary step, whichever is greater,  
11 but not to exceed the top step of the new salary range.- If an Assistant Personal Health Services  
12 Supervisor position is reclassified to a Personal Health Services Supervisor classification, the wage rate  
13 of the incumbent employee will be adjusted to the next step increase, similar to a promotion. -When  
14 promotional movement between job titles also involves a movement to or from the jail, salary step  
15 placement shall first be determined per transfer procedures in the current job title, prior to determining  
16 the appropriate promotional salary step placement.

17 **11.6.5. Salary upon Reclassification or Promotion: Non-exempt Position to**

18 **Exempt Position.** A non-exempt employee who is promoted to an exempt position shall  
19 be placed at the pay step in the higher salary range resulting in an increase that constitutes an  
20 approximately five percent (5%) increase above the former actual base rate of pay<sup>1</sup>.- In the event that the  
21 actual base rate of pay and longevity pay, provided in this Agreement, at the time of promotion, exceeds  
22 the new promotional rate (approximately five percent (5%) above the former actual base rate), the  
23 employee shall be y-rated (frozen) at the former actual base rate of pay and longevity pay added. In no  
24 event will an employee be placed above the maximum of the pay range.

25 **ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE.**

26 **Section 12.1. Employee Probation.** - Employees hired into a Career Service  
27 eligible position must first serve a six (6) month probationary period prior to becoming Career Service,  
28 which may be extended for an additional six (6) months by the County (12 months total). During a  
29 probationary term, employees are considered in "at-will" employment status and may be separated  
30 without just cause. Probationary terminations are not subject to the grievance procedure or appeal.  
31

32 <sup>1</sup> As for hourly employees, former actual base rates of pay (current annualized base salary) are listed in Addendum A of this Agreement.

1 If the County extends an employee's probation, the employee will receive a written notice about  
2 the extension, the reason(s) for the extension, and its duration in a timely manner. The County will also  
3 provide the Association-Union with a copy of the probation extension for informational purpose. A  
4 probationary employee, regardless of what step they are placed on, will advance one (1) step upon  
5 successful completion of their probationary term, provided that the employee is no longer in a  
6 probationary status as of September 30th of the previous year, not to exceed the top step of the applicable  
7 wage range.

8 **Section 12.2.- Performance Evaluations.**

9 **12.2.12.** The County shall maintain a performance evaluation system relating to  
10 employees covered by this Agreement. Employees should be evaluated at least once during their  
11 probationary period and annually thereafter. The performance evaluation system shall be used as a  
12 method in measuring an employee's performance in accomplishing, in the most efficient and effective  
13 manner, the goals and objectives of the County as they relate to employees covered by this Agreement.  
14 The performance evaluation system shall encompass performance expectations based upon the goals and  
15 objectives of the position being evaluated. -The performance evaluation system to be used by the County  
16 will be presented to the Conference Committee for review and comment prior to adoption.

17 **12.2.32.** The performance evaluation system devised by the County must, among any  
18 other criteria determined by the County, encompass performance expectations based upon the goals and  
19 objectives of the County, assigned duties, County policies and procedures, County operating  
20 instructions, any written document promulgated by or adhered to by the County pertaining to employees  
21 covered by this Agreement, or any work practices pertaining to employees covered by this Agreement.

22 **12.2.34.** The evaluation shall be prepared on a format devised by the County and  
23 presented by an evaluator who has been instructed in the method of evaluation used and who has been  
24 responsible for the supervision of the evaluatee's work.

25 **12.2.45.** The evaluation must be prepared prior to and presented to the affected employee  
26 at an evaluation conference which must be conducted by the person writing the evaluation. -The  
27 evaluatee has the responsibility to participate in the evaluation conference and to improve work  
28 performance in any area where performance deficiencies are found to exist. -The employee's direct  
29 supervisor is responsible for providing ongoing feedback to employees. -The goal of such feedback is to  
30 assist the employee's efforts to improve such performance deficiencies.

31 **12.2.65.** The evaluation shall be signed and dated by both the evaluator and evaluatee to  
32 signify that the evaluation has been reviewed in conference and the evaluatee shall, upon request, be

1 given a copy of his/her evaluation. -The employee's signature indicates receipt of the evaluation but does  
2 not necessarily mean agreement.- In addition, the evaluatee may, during said conference, or within two  
3 (2) weeks after the conference, comment in writing relative to the substance of the evaluation either on  
4 the evaluation form or have his/her written comments affixed to the evaluation.

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

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

22 **12.4.1.** At the employee's request, materials relating to letters of counseling/expectation  
23 will be removed from the employee's personnel file after a twelve (12) month period, unless another act  
24 of misconduct has been committed during the twelve (12) month period.

25 **12.4.2.** Letters of reprimand shall not be used for progressive discipline after a period of  
26 eighteen (18) months from the date of issuance other than for purposes of showing notice; provided the  
27 employee has not been disciplined during those eighteen (18) months.

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

32 **A.- Oral reprimand (reduced to writing)**

1 B.- Written reprimand

2 C.- Suspension (or Demotion if deemed appropriate by the County)

3 D.- Termination

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

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

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

17 **Section 13.2.** FLSA non-exempt working-out-of-classification assignments must occur in full  
18 day/shift increments. FLSA-exempt working-out-of-classification assignments shall be made in FLSA  
19 workweek increments.

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

25 **Section 13.4.** If a working-out-of-classification assignment exceeds 29 consecutive calendar  
26 days, the assignment will be converted prospectively to a special duty assignment. Employees assigned  
27 to perform the duties of Nurse Manager as an Out of Classification assignment are not overtime eligible  
28 and shall be eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and  
29 Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-  
30 2).

31 **Section 13.5.** -An employee assigned to a training position (training status) shall be under the  
32 supervision and guidance of ~~her/his~~their immediate supervisor and shall not remain in the training

1 position for more than twenty (20) consecutive normal working days.

2 **ARTICLE 14: SPECIAL DUTY**

3 **Section 14.1.- Definitions.**

4 **14.1.1A.** Special Duty Assignment – When an employee in a ~~regular~~-career service  
5 position is temporarily assigned to a classification with a higher rate of pay, and the higher-level duties  
6 comprise the majority of the work performed for a minimum of 30 calendar days.

7 **14.1.B2.-** Temporary employees, including TLTs, are not eligible for special duty  
8 assignments.

9 **14.1.C3.-** Base Position – The employee’s underlying position while on special duty  
10 assignment.

11 **14.1.D4.-** Base Union – The union that represents the employee’s base position.

12 **14.1.E5.** Acting Union – The union that represents the special duty position or body of  
13 work.

14 **Section 14.2. -Duration.**

15 **14.2.1.** Depending on the type of special duty assignment needed, an assignment may be  
16 made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following  
17 circumstances:

18 **A. ~~Thirty (30) days to Twelve (12) Months~~** – Shall be approved by the Department  
19 Director designee to provide additional staffing:

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

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

24 **iii.** Needed to either develop and/or implement, a new function, system, or  
25 proposal.

26 **iv.** To backfill for a vacant regular position.

27 **B. ~~Up to Three (3) Years~~** – Shall be approved by the Director of Human Resources or  
28 designee:

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

31 **C. ~~Up to Five (5) Years~~** – Shall be approved by the Director of Human Resources or  
32 designee:

1 i. To backfill a regular position, when:

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

4 2) An employee is absent because of military service; or

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

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

8 14.2.2. FLSA-exempt special duty assignments shall be made in full-week increments,  
9 from Saturday through Friday.

10 14.2.3. An employee's special duty assignment may be ended due to extended absences  
11 (e.g., 30 calendar days or more) at the discretion of the County.

12 **Section 14.3. Recruitment.**

13 14.3.1. Special duty positions shall be posted, and a selection process will be conducted  
14 for special duty assignments.

15 14.3.2. The county reserves the right to fill with a special duty position while conducting  
16 a selection process.

17 14.3.3. If an employee is hired into a Career Service position and served in a special duty  
18 capacity in that same position within six months of that hire, the employee shall receive credit towards  
19 the employee's probationary period for the time served in the special duty role.

20 **Section 14.4.- Pay.**

21 ~~14.4.1A.~~ An employee on special duty will be placed at the first step of the special duty  
22 classification pay range or be given a flat 5% above the employee's hourly rate of pay (inclusive of  
23 longevity if applicable), whichever is higher. Premiums or shift differentials will not be included when  
24 calculating Special Duty pay rate.

25 ~~14.4.2B.~~ If an employee's pay in their base position includes longevity pay the special  
26 duty assignment is calculated using the longevity pay amount while in special duty.

27 ~~14.4.3C.~~ An employee on special duty will continue to advance through the salary steps  
28 of ~~his or her~~their base pay range while on special duty. - If the employee is at ~~his or her~~their top step in  
29 the base classification, the employee will be eligible for step increases in the special duty classification.

30 ~~14.4.4D.~~ Special duty pay shall not be considered part of an employee's pay rate for  
31 purposes of pay rate determination as a result of promotion or reclassification, cash-out of vacation or  
32 sick leave, or vacation or sick leave donations.

1 **14.4.5E.**- If the special duty assignment is FLSA non-exempt, the employee’s special  
2 duty pay will be used for the computation of overtime and compensatory time.

3 **14.4.6F.**-When the special duty assignment is completed, the employee’s pay shall revert  
4 to the pay rate the employee would have received if the employee had not been assigned to special duty.

5 **14.4.7G.** -Compensation, hours of work, and applicable contractual working conditions  
6 shall be consistent with the acting (i.e., special duty) union’s collective bargaining agreement from the  
7 time the employee is placed in the assignment until the time the employee returns to ~~his or her~~their base  
8 position. -Contractual provisions relating to the base position (i.e., reduction in force and seniority) shall  
9 continue to apply during the special duty assignment.

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

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

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

<b>FLSA Change</b>	<b>FLSA Non-Exempt Base Position to FLSA Exempt Special Duty</b>	<b>FLSA Exempt Base Position to FLSA Non-Exempt Special Duty</b>
<b>Compensatory Leave</b>	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.
<b>Executive Leave</b>	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. Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
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	
Christmas Day	December 25
Two (2) Personal Holidays	

Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday.

1 Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

2 **Section 15.2.** To minimize disruption of public services, the County may, on an individual basis,  
3 substitute the fourth Monday of October as Veteran’s Day in lieu of the day enumerated as such in the  
4 above list.

5 **Section 15.3. Qualifications for Holiday Pay.** To qualify for holiday pay, employees covered  
6 by this Agreement must have been on pay status their normal work day before or their normal work day  
7 following the holiday; provided, however, employees returning from non-pay leave starting work the  
8 day after a holiday shall not be entitled to pay for the holiday preceding their first day of work. -This  
9 restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of absence  
10 requested by the Department.

11 **Section 15.4. Holiday Premium Pay for Non-Exempt Employees.** Employees who work on a  
12 holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall either be paid  
13 at the rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked or be granted  
14 time off at the rate of one and one-half (1-1/2) times the hours worked (compensatory time).  
15 Compensation in the form of compensatory time must be agreeable to both the affected employee and  
16 the Department Director or his/her designee. This section does not apply to exempt employees.

17 **Section 15.5. Personal Holidays.** Comprehensive leave eEligible Employees who are active on  
18 the last day of the second full pay period of the year shall be granted two (2) personal holidays as vacation  
19 hours each year in the second full pay period of the year, or upon hire, to be added to their vacation bank  
20 on the last day of the first pay period following their date of hire, if the employee is hired prior to  
21 November 15. -For a forty (40) hour Eligible Employee, sixteen (16) personal holiday hours will be  
22 deposited into the employee’s vacation bank each year. The personal holiday hours granted to less than  
23 forty (40) hour employees will be prorated based on their regularly scheduled hours.

24 **Section 15.6. Holiday Pay for Non-Exempt Employees on Alternative Work Schedules.**  
25 Non-exempt employees scheduled to work an alternative work week, such as four ten-hour days, shall  
26 be granted no more than one hundred twelveninety-six (~~112~~96) holiday hours per year.- Regular part-  
27 time employees scheduled to work twenty (20) or more hours per week shall be granted a proportionate  
28 amountprorated number of holiday hours.- For instance, an employee scheduled to work twenty (20)  
29 hours per week shall be granted one half, fifty six (~~56~~)forty-eight (48) hours, of the ninety-six (96)one  
30 hundred twelve (~~112~~) holiday hours. -This section does not apply to exempt employees.

31 **Section 15.7. Pro-ration of Holiday Benefits (including Personal Holidays).** Benefit  
32 Comprehensive leave eligible employees who are assigned to work less than forty (40) hours per week

1 on a regular basis shall accrue these holidays on a pro-rated basis, based on their regularly scheduled  
2 hours of work.

3 **ARTICLE 16: VACATION LEAVE**

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

7 **Section 16.2. Vacation Leave (Accrual Rate).** Eligible Employees shall accrue vacation leave  
8 time at the applicable hourly rate depending on their months of service for each hour in pay status  
9 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
.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

27 **Section 16.3. Vacation Requests.** All vacation time shall be subject to preapproval by the  
28 County. -A good faith effort will be made to provide the approval (or denial) in a timely manner.

29 **Section 16.4.- Use of Vacation.** Eligible Employees may use vacation leave hours beginning on  
30 the first day of the pay period following the~~in the~~ pay period ~~after they are~~in which it was accrued.  
31 Employees who leave County employment prior to successfully completing their first six (6) months of  
32 County service shall forfeit their vacation leave hours and are excluded from the vacation payoff

1 provision (see also Section 16.5). In addition, no employee shall work for compensation for the County  
2 in any capacity during the time the employee is on vacation leave.

3 **Section 16.5. Maximum Vacation Accrual.** Eligible Employees shall accrue vacation leave  
4 from their date of hire in a benefit eligible position. The maximum vacation accrual is 480 hours for  
5 employees hired on or before December 31, 2020. For eligible employees hired on or after  
6 January 1, 2021, the maximum vacation accrual shall be three hundred twenty (320) hours. Failure to  
7 use vacation leave beyond the maximum accrual amount by December 31 will result in forfeiture of  
8 excess vacation leave, unless the County has approved a carryover of the vacation leave because of  
9 cyclical workloads, work assignment or other reasons as may be in the best interest of the County.

10 **Section 16.6. Vacation Payoff upon Separation.**

11 ~~16.6.1A.~~ Eligible Employees shall be paid for accrued vacation leave to their date of  
12 separation up to the vacation accrual cap, if they have successfully completed their first six months of  
13 County service. Payment shall be the accrued vacation leave multiplied by the employee's hourly rate  
14 of pay (plus longevity if applicable) that is in effect upon the date of leaving County employment, less  
15 mandatory withholdings, and if applicable subject to any VEBA plan election by the bargaining unit.

16 ~~16.6.2B. In the case of separation from County employment by death of an~~ When a  
17 current employee dies with accrued vacation leave and the employee that has also successfully completed  
18 their first six (6) months of County service, payment of unused vacation leave up to the maximum accrual  
19 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,  
20 RCW Title 11. \_\_\_\_\_

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

26 **ARTICLE 17: SICK LEAVE** \_\_\_\_\_

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

30 **Section 17.2. Comprehensive Leave Eligible Employee (Accrual Rate).** Eligible Employees  
31 will accrue sick leave at the rate of 0.04616 hours for each hour in paid status, excluding FLSA overtime  
32 hours if applicable, and except as specified below. ~~While this accrual rate is more generous than what~~

1 is required under state law in almost all circumstances, in the rare event where a non-exempt employee  
2 works one hundred forty-eight (148) hours or more in a (14) calendar day biweekly pay period, state law  
3 (as amended) will require additional sick leave accrual (e.g., 0.025 multiplied by total hours worked in  
4 the pay period). -To ensure non-exempt employees earn the correct amount of leave, payroll staff will  
5 multiply the number of hours an employee worked by 0.025 at the end of each pay period. -That number  
6 is then compared to what the employee accrued at the rate of .04616 hours. -The higher amount of sick  
7 leave is awarded to the non-exempt employee.- Any additional sick leave is awarded in the following  
8 pay period.

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

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

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

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

- 19 1. Due to a mental or physical illness, injury or health condition;
- 20 2. To obtain medical diagnosis, care or treatment of mental or physical illnesses,  
21 injuries, or health conditions; or
- 22 3. To receive preventative care;

23 ~~B.~~ For absences that qualify for leave under the Domestic Violence Leave Act, RCW  
24 ~~C.B.~~ 49.76;

25 ~~D.~~ In the event the King County facility the employee works in is closed by a public  
26 ~~E.C.~~ official for any health-related reason, or when an employee's child's school or  
27 place of care is closed by a public official for a health-related reason, or after the declaration of an  
28 emergency by a local or state government or agency, or by the federal government;

29 ~~F.~~ To increase the employee's or a family member's safety, when the employee or the

30 ~~G.D.~~ employee's family member has been a victim of trafficking under RCW  
31 9A.40.100; or

32 ~~H.~~ For family and medical leave available under federal law, state law or King County

1 ~~H.E.~~ ordinance.

2 **Section 17.6.** For purposes of paid sick leave, a “family member” is:

3 ~~A.~~ A child, including a biological, adopted or foster child, a stepchild, or a child to

4 ~~B.A.~~ whom the employee stands in loco parentis, is a legal guardian or is a de factor  
5 parent, regardless of age or dependency status, or the child of the employee’s domestic partner;

6 ~~C.~~ The parent of an employee, employee’s spouse or employee’s domestic partner.

7 ~~D.B.~~ Parent includes:

- 8 1. A biological parent;
- 9 2. An adoptive parent;
- 10 3. A de facto parent;
- 11 4. A foster parent;
- 12 5. A stepparent;
- 13 6. A legal guardian; or
- 14 7. A person who stood or stands in loco parentis to the employee, employee’s  
15 spouse or employee’s domestic partner;

16 ~~E.C.~~ A spouse;

17 ~~F.D.~~ A domestic partner;

18 ~~G.E.~~ A grandparent;

19 ~~H.F.~~ A grandchild; ~~or~~

20 ~~G.~~ A sibling; ~~or~~

21 ~~H.H.~~ Any individual who regularly resides in the employee’s home or where the  
22 relationship creates an expectation that the employee care for the person, and that individual depends on  
23 the employee for care.

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

28 **17.7.1.** An employee who chooses to augment workers’ compensation payments with the  
29 use of accrued sick leave shall notify the workers’ compensation office in writing at the beginning of the  
30 leave; and

31 **17.7.2.** An employee may not collect sick leave and workers’ compensation wage  
32 replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable

1 to employment other than with the County.

2 **Section 17.8.** An employee ~~must~~ may use all of their sick leave before taking unpaid leave for  
3 the employee’s own health reasons, unless the employee has been approved to receive Washington paid  
4 family medical leave and is currently on PFML. If the injury or illness is compensable under the County’s  
5 workers compensation program, then the employee has the option to augment or not augment wage  
6 replacement payments with the use of accrued sick leave.

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

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

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

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

23 **Section 17.13. Retirement Separation: Sick Leave Payoff.** Eligible Employees who have  
24 successfully completed at least five years of County service and who retire as a result of length of service  
25 or who terminate by reason of death shall be paid, or their estates shall be paid as provided for by RCW  
26 Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by  
27 the employee’s hourly rate of pay, plus longevity pay if applicable, in effect upon the date of leaving  
28 County employment, less mandatory withholdings and subject to any VEBA plan election by the  
29 bargaining unit. -Retirement as a result of length of service means an employee is eligible, applies for  
30 and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately  
31 upon terminating County employment.- A retiree who cashes out their sick leave and is rehired within  
32 twelve (12) months of separation is entitled to have the remaining sixty-five percent (65%) of their sick

1 leave (or, VEBA participants, the percentage of sick leave not transferred to their VEBA account)  
2 restored. Said employees will not be eligible for an additional sick leave cashout upon leaving county  
3 employment.

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

9 **ARTICLE 18: FAMILY AND MEDICAL LEAVE**

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

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

21 ~~18.1.3B.~~ The leave may be continuous or intermittent, when medically necessary.  
22 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care  
23 child may only be taken when approved unless the employee has been approved to receive Washington  
24 paid family medical leave.-

25 ~~18.1.4C.~~ - In order to be eligible for FMLA, an employee must have been employed by  
26 King County for at least twelve months and have worked at least 1,250 hours in the twelve-month period  
27 prior to the commencement of leave.

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

29 ~~18.2.1A.~~ -As provided by King County Code, an eligible employee may take up to  
30 eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single  
31 twelve month period for the employee's own qualifying serious health condition, to care for an eligible  
32 family member who has a qualifying serious health condition, to bond with a newborn child, adopted

1 child or foster care placement (leave must be taken within one year of the child’s birth or placement),  
2 and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State  
3 Family Leave Act, or other family and medical leaves available under federal or state law.

4 ~~18.2.2B.~~ –The leave may be continuous or intermittent, when medically necessary.  
5 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care  
6 child may only be taken when approved. -King County Family and Medical Leave shall run concurrently  
7 with other federal, state and county leaves to the extent allowed, including but not limited to the Federal  
8 Family and Medical Leave Act, Washington State Family Leave Act, and the Washington State Family  
9 Care Act.

10 ~~18.2.3C.~~ In order to be eligible for leave under this Article, an employee must have been  
11 employed by King County for at least twelve months and have worked at least one thousand forty (1,040)  
12 hours in the preceding twelve (12) month period for a forty (40)-hour week employee or nine hundred  
13 ten (910) hours in the preceding twelve (12) month period for a thirty-five (35) hour week employee.

14 ~~18.2.4D.~~ An employee who returns from King County Family and Medical Leave within  
15 the time provided under this Article is entitled to the same position occupied when the leave commenced  
16 or a position with equivalent pay, benefits and conditions of employment.

17 **Section 18.3. FMLA Leave to Care for an Active Duty National Guard or Reserve Member.**

18 Pursuant to federal law, nurses are entitled to up to twelve (12) weeks of unpaid leave during any twelve  
19 (12)-month period because of any qualifying exigency as defined by the Department of Labor arising  
20 out of the fact that the spouse, son, daughter, or parent of the nurse is on active duty in the National  
21 Guard or Reserves in support of a contingency operation. -Examples of qualifying exigencies include  
22 issues arising from a covered military member’s short-notice deployment, making or updating financial  
23 and legal arrangements to address a covered military member’s absence, or attending military events and  
24 related activities.

25 **Section 18.4. FMLA Leave to Care for an Injured Service Member.** Pursuant to federal law,

26 nurses are entitled to twenty-six (26) weeks of unpaid leave in a twelve (12)-month period to care for a  
27 spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member with a  
28 serious injury or illness when the injury or illness is incurred by an active duty member of the military  
29 while in the line of duty. -A covered service member is a current member of the Armed Forces, including  
30 a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or  
31 therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a  
32 serious injury or illness. - Any FMLA leave used for reasons other than to care for a qualified service

1 member shall count toward the twenty-six (26)-week limit in a twelve (12)-month period.

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

11 **ARTICLE 19: PARENTAL LEAVE**

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

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

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

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

1 is approved in writing by the employee’s supervisor prior to the leave.

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

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

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

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

17 **ARTICLE 20: DOMESTIC VIOLENCE LEAVE**——

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

32 **ARTICLE 21: DONATED LEAVE**

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

4           **Section 21.2. Employee to Employee Donations.**

5           **A.- Paid Leave Donation.** Any comprehensive leave eligible employee may donate a  
6 portion of their accrued sick leave or vacation leave hours to another comprehensive leave eligible  
7 employee consistent with this Article.

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

11           **C.- Donation of Vacation Leave hours.** An employee is limited to donating eighty (80)  
12 hours of accrued vacation per calendar year to this fund, unless the employee's department director  
13 approves a greater amount. Donated vacation leave will be converted to sick leave and placed in the  
14 receiving employee's donated sick leave bank provided the receiving employee meets the eligibility  
15 requirements under 21.2(F). The amount of donated vacation time cannot exceed the donating  
16 employee's leave accrual balance at the time of donation.

17           **D.- Sick leave hours and Extended Sick Leave (ESL) hours.** -An Employee is limited  
18 to donating a total of twenty-five (25) hours of accrued sick leave or ESL per calendar year, provided  
19 the donating employee's leave balance will be one hundred (100) hours or more following the donation

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

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

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

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

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

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

1           **Section 21.3. No accruals on donated leave.** Vacation and sick leave will not accrue on donated  
2 leave as it is used.

3           **Section 21.4. Comprehensive Leave Eligible Employee donations to an Emergency Medical**  
4 **Leave Fund—Pilot Program.** \_\_\_\_\_

5           A. An emergency medical leave donation program shall be activated or deactivated at the  
6 County’s discretion based on the county’s current need for such a program and consistent with  
7 requirements of federal tax law. When active, a comprehensive leave eligible employees may donate a  
8 portion of their accrued vacation and/or sick leave hours (i.e., vacation leave, sick leave, ESL) to an  
9 “Emergency Medical Leave Fund” (Fund) that is managed by the Department of Human Resources.~~The~~  
10 ~~County will create a pilot program effective January 2021, whereby a comprehensive leave eligible~~  
11 ~~employee may donate a portion of their accrued vacation and/or sick leave hours (i.e., vacation leave,~~  
12 ~~sick leave, ESL) to an “Emergency Medical Leave Fund” (Fund) that is managed by the Department of~~  
13 ~~Human Resources.~~ At the County’s discretion, the pilot program can either be continued as a regular  
14 program or ended upon 30-day written notice to the Coalition.

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

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

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

24           E. **-Process and Conditions to receive hours from the Emergency Medical Leave**  
25 **Fund.**

- 26                   1. The comprehensive leave eligible employee must submit a request to DHR for  
27 hours.
- 28                   2. The receiving employee must have exhausted all paid leave accruals (e.g.,  
29 vacation leave, sick leave, comp-time).
- 30                   3. The employee can only use donated leave for FMLA qualified reasons and must  
31 be FMLA eligible.
- 32                   4. The leave for which the employee is requesting donations must be -for a

1 prolonged absence. A prolonged absence is considered to be three (3) or more consecutive days. An  
2 employee may use donated leave intermittently after the employee's prolonged absence if the conditions  
3 in 2 and 3 above are met.

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

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

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

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

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

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

22           **Section 21.5. No Cash Out of Donated Leave.** Donated leave hours are excluded from all  
23 payouts and restorations in this Agreement.

24           **Section 21.6. No accruals on donated leave.** Vacation and sick leave will not accrue on donated  
25 leave as it is used.

26           **Section 21.7 Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**  
27 The executive may implement a process providing the opportunity for comprehensive leave eligible  
28 employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash  
29 donation. -This process must conform to KCC 3.12.222, as amended.

30           **Section 21.8 Donation to an Account or Program to Benefit Children of Deceased**  
31 **Employee.** If an employee dies during employment, the executive may implement a process providing  
32 a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued

1 vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the  
2 deceased employee who are under [twenty-three \(23\)](#) years old at the time of the employee’s death. -This  
3 process must conform to KCC 3.12.224, as amended.

4 **ARTICLE 22: BEREAVEMENT LEAVE**

5 **Section 22.1.** Comprehensive leave eligible employees (“Eligible Employees”) shall be granted  
6 up to [five \(5\)](#) days, with a maximum [forty \(40\)](#) hours (pro-rata for part-time) bereavement leave per  
7 qualifying death of a member of the employee’s immediate family. Leave must be taken within one [\(1\)](#)  
8 year from the date of the death.

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

10 A. -spouse or domestic partner; or

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

12  
13 C.- the following family members of the employee, the employee’s spouse, or the  
14 employee’s domestic partner:

15 1. -a child;

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

18 3. -a grandparent;

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

20 5. -a grandchild; or

21 6. -a sibling.

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

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

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

28 **ARTICLE 23: CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT**

29 **Section 23.1. Training Leaves.** The County and the [AssociationUnion](#) agree that continuous  
30 upgrading of employee skills and knowledge is beneficial to providing quality health care services to the  
31 public. -Therefore, employees covered by this Agreement are encouraged, [but not required](#), to take  
32 advantage of opportunities available for continuing study and self-improvement. -To this end it shall be

1 a policy of the Health Department where feasible and at the discretion of the Department Head to allow  
2 employees covered by this Agreement time off with or without pay and with or without related expenses  
3 to attend professional meetings and/or ~~Association~~Union meetings and conferences which focus on job-  
4 related practice.

5 It is hereby agreed that the proceeding sections, do not, in any way, interfere with the department  
6 head's authority to grant or deny leave with or without pay and with or without related expenses.

7 **Section 23.2. Continuing Education Time.** The County shall provide all employees with a  
8 minimum of five (5) days of paid leave annually for purposes of attending professional meetings,  
9 seminars and classes to earn continuing education. -Continuing education requests necessary to maintain  
10 licensure will be given priority. For purposes of this section, professional meetings shall be defined as:  
11 short-term conferences for professional growth and development of the individual nurses related to  
12 nursing, and/or meetings and committee activities of the professional ~~association~~Union at the national,  
13 state or district level which are designed to develop and promote the programs of the professional  
14 ~~association~~Union in improving the quality and availability of nursing service and health care or training.  
15 Conferences or portions of conferences relating solely to union business are not considered professional  
16 meetings.

17 **ARTICLE 24: MILITARY LEAVE**

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

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

31 **Section 24.3. RCW 49.77.030 Entitlement to Leave.** During a period of military conflict a  
32 nurse who is the spouse of a member of the armed forces of the United States, or the National Guard or

1 Reserves, who has been notified of an impending call or order to active duty, or has been deployed, is  
2 entitled to a total of fifteen (15) days of unpaid leave per deployment. -Fifteen (15) days of unpaid leave  
3 will be granted after the military spouse has been notified of an impending call or order to active duty  
4 and before deployment or when the military spouse is on leave from deployment. -Any combination of  
5 leave without pay, compensatory time, vacation leave, sick leave and/or personal holiday may be used,  
6 at the nurse's discretion. -Nurses must provide the County with notice, within five (5) business days of  
7 receiving official notice of an impending call or order to active duty or of a leave from deployment, or  
8 of the nurse's spouse's intention to take such leave under the circumstances stated above.

9 **ARTICLE 25: JURY DUTY LEAVE**

10 An employee shall suffer no monetary loss while on jury duty. -The amount of any compensation  
11 derived from jury duty during the employee's normal work schedule, except for transportation  
12 allowance, shall be deducted from the gross pay due the employee for such period; provided that an  
13 employee excused by the court on any day of such duty falling within their normal (non-evening, non-  
14 night) work schedule shall notify -their supervisor and if so directed report for work for the balance of  
15 their normal shift.

16 An employee who is scheduled off work during a period when called to serve jury duty will not  
17 suffer a loss of income as a result of serving jury duty.- An employee who is scheduled to work either  
18 evening or night shifts while on jury duty shall not be required to report to work on any day when jury  
19 duty, including travel time, requires three or more hours of attendance. -An employee who does not work  
20 their scheduled evening or night shift due to jury duty shall not suffer a loss of income as a result of  
21 serving on jury duty. -An employee shall be relieved of regular duties a minimum of sixteen (16) hours  
22 prior to reporting to serve jury duty.- Similarly, there must be a minimum of sixteen (16) hours between  
23 the time the employee is dismissed from jury duty and the time the employee must report for regular  
24 duties.

25 **ARTICLE 26: EXECUTIVE LEAVE**

26 **Section 26.1. Executive Leave for FLSA Exempt Employees.** FLSA Exempt Employees are  
27 eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave  
28 Practices for Executive Administration and Professional Employees ([Executive Policy PER 8-1-2DHR](#)  
29 [Policy 2021-0010](#)).

30 **ARTICLE 27: UNPAID LEAVES OF ABSENCE**

31 **Section 27.1. -Leaves of Absence.** Leaves of absence shall be administered in accordance with  
32 the County Personnel Guidelines.

1           **Section 27.2. -Leaves of Absence Requests.** All leaves of absence are to be requested in writing  
2 as far in advance as possible, stating all pertinent details and the amount of time requested.- An employee  
3 shall not lose accrued years of seniority when granted an unpaid leave of absence for up to one (1) year.  
4 Unpaid leaves of absence for thirty (30) calendar days or less shall not result in a loss of service credit  
5 or an adjustment to the service date.

6 **ARTICLE 28: SAFETY STANDARDS**

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

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

11           **Section 28.3. Personal Protective Equipment (PPE).** The County shall make all reasonable  
12 efforts to ensure that employees are supplied with the proper PPE required for their position. If the  
13 County is unable to provide the proper PPE, employees will also be permitted to use their own personal  
14 PPE on the job provided the PPE does not interfere with their duties, is appropriate for the workplace  
15 and complies with the County’s safety requirements.

16           **Section 28.4. Addressing Workplace Violence.** The County is committed to providing a safe  
17 and secure workplace for all employees and will comply with King County policy number 2021-0008.  
18 Workplace Violence Prevention. Prominent signs communicating the County’s zero tolerance for  
19 workplace violence shall be posted at each site. Prominent signs communicating the County’s zero  
20 tolerance for workplace violence shall be posted at each site, at locations to be determined by the site-  
21 specific safety committees.

22 **ARTICLE 29: REDUCTION IN FORCE, LAYOFF, RECALL**

23 -           **Section 29.1.1. Definitions.** The following definitions shall apply for the purposes of  
24 administering this Article:

25           **29.1.2.A. Seniority.** The employee’s total uninterrupted time in the bargaining unit,  
26 measured as total compensated hours excluding overtime, and up to a cap of two thousand eighty-eight  
27 (2088) hours for each consecutive twelve (12)-month period. -If two employees have equal seniority,  
28 seniority shall be determined by the adjusted service date reflecting the employee’s date of hire into a  
29 King County Career Service position. A Career Service employee covered by this Agreement who  
30 separates from a Career Service bargaining unit position in good standing and returns to a Career Service  
31 bargaining unit position within two (2) years of separation, will be credited with previously accrued  
32 bargaining unit seniority.

1 **29.1.3B. Layoff.**  Involuntary termination of employment or involuntary  
2 reduction/increase of work hours due to the elimination/reduction/increase of the position or its work  
3 hours for reasons of budget, efficiency or reorganization. ~~An involuntary increase or reduction in the~~  
4 regular working hours of a position shall create the same vacancy placement and bumping rights for  
5 employees whose hours are increased/reduced as are created by the terms of this Article for whose  
6 position is being eliminated, except as provided otherwise by the Part-Time Employment Program.

7 **29.1.4C. Qualified.**  The employee possesses the necessary knowledge, skills and  
8 abilities to competently perform the duties of a position; including required licenses and/or certifications,  
9 and would be eligible to be appointed to the position as a new hire. The determination of whether an  
10 employee is qualified is made by the Chief Nurse Officer at the time of the Employee RIF Notice.

11 **29.1.5D. Trial Service Period (TSP).**  For purpose of this Section, if an employee is  
12 required to serve a TSP pursuant to this Article, and the TSP is terminated by the employee or the County  
13 according to the TSP terms stated in Article 34.7, the-employee will be placed in layoff recall for a period  
14 of two (2) years consistent with this Article.

15 **29.1.6E. Layoff Divisions.**  Bargaining unit employees are in positions located in  
16 multiple departments and divisions in Public Health and the Department of Adult and Juvenile Detention.  
17 Each division shall be considered a Layoff Division. ~~All bumping shall be limited to positions in the~~  
18 same Layoff Division where a position is being eliminated. A bargaining unit employee can only bump  
19 other less senior bargaining unit employees within their Layoff Division and cannot bump employees  
20 outside their Layoff Division.

21 Examples of current Layoff Divisions:

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

27 **29.1.7F. Employment Sector.** Means the locality of the assigned work site of the  
28 employee subject to layoff:

- 29 **A1.** Jail Health Services (JHS) Sector; includes
- 30 i. King County Correctional Facility
- 31 ii. Maleng Regional Justice Center ~~Jail~~
- 32 **B2.** North Sector; ~~S~~ites ~~I~~nclude north of I-90, plus Columbia, sites in North

1 Region A, and sites in North Region B.

2 ~~C3.~~ South Sector; sites includes south of I-90 plus sites in South Region A and  
3 South Region B.

4 **Section 29.2. RIF Process: Individual Career Service Position.**

5 ~~29.2.1A.~~ **Introduction.** When the Department determines there is a need to eliminate a  
6 position, or reduce or increase the working hours of an individual existing position, the Department shall  
7 identify by job class and work site which position is to be eliminated or subject to involuntary increase  
8 or decrease in work hours. In the case of an involuntary increase or decrease in the work hours of a  
9 position, an affected employee shall first be given the ability to voluntarily accept the new work hours.  
10 The RIF Process outlined below shall not apply if an involuntary increase or decrease of a position's  
11 work hours occurs pursuant to the terms of the Part-Time Employment Program.

12 ~~29.2.2B.~~ **Employee RIF Notice.** A Career Service employee in a position impacted by  
13 layoff shall be notified at least thirty (30) calendar days prior to the effective date of such layoff. The  
14 notice will include relevant information for the nurse to select Steps below, including notice of all  
15 available vacant bargaining unit positions. An informational copy of the notice will be provided to the  
16 ~~Association~~Union.

17 ~~29.2.3C.~~ **Employee RIF Steps.** Upon receipt of the Employee RIF Notice, the employee  
18 shall be allowed fourteen (14) calendar days to indicate their RIF Step selection. If the employee does  
19 not elect to be laid off (i.e., RIF Step 1), the employee must then elect to move into one or more available  
20 vacancies in accordance with RIF Step 2. If no vacancies are available to the employee under RIF Step  
21 2, the employee may elect voluntarily to move into an available position under RIF Step 3 or choose to  
22 skip RIF Step 3 and proceed to RIF Step 4, and then Step 5. However, if an Exception is granted per  
23 29.4.1 to an employee incumbent in their position, the employee shall not be subject to displacement by  
24 application of Step 4 and 5 (i.e. bumping) by a nurse with higher seniority. When an employee submits  
25 their RIF Step elections per the process below, the elections shall not be subject to further change by the  
26 employee.

27 ~~A1.~~ **RIF STEP 1.** Employee can elect to be laid off and placed on the layoff  
28 recall list.

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

30 ~~B2.~~ **RIF STEP 2.** Employee must elect to move into vacant position(s) in the  
31 same job classification, same FTE, same Employment Sector, and in the same layoff division, provided  
32 the employee is qualified for the position(s). The Employee may choose to elect to move into one or

1 more vacant positions in a different Layoff Division if they are qualified for the position. If the employee  
2 chooses to transition to a vacant position in a different Layoff Division or a different program within a  
3 Layoff Division and is deemed qualified, the employee must serve a trial service period.

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

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

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

11 **4. RIF STEP 4.** Employee can elect to bump (i.e., displace) the least senior  
12 employee in the same job class within the same Layoff Division, provided the  
13 employee is qualified to bump into the position, has more seniority than the incumbent employee, and  
14 an exception has not been granted per 29.4.1. If the employee is unable to bump the least senior  
15 employee, the next least senior employee may be displaced from their position subject to the bumping  
16 terms. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another  
17 Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee in  
18 a position that has been granted an Exception. \_\_\_\_\_  
19 \_\_\_\_\_

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

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

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

30 **29.2.4D. EXCEPTION.** Modification to seniority-based bumping in (Step 4 and 5)  
31 above may be authorized by the Chief Nurse Officer in consultation with manager/designee and human  
32 resources. Notice shall be provided to the Association/Union that bumping out of seniority order is

1 necessary to retain essential skills and qualifications.

2 **Section 29.3. RIF Process: Multiple Career Service Positions**

3 **29.3.1A. —Introduction.** When the Department determines the need to eliminate or  
4 change the work hours of multiple positions, the incumbents in the positions to be affected shall be  
5 notified at least thirty (30) calendar days prior to the effective date of the RIF (i.e., via Employee RIF  
6 Notice), and the following RIF Process shall be used.

7 **29.3.2B. —Employee RIF Notice and RIF Steps.** The County shall provide all  
8 potentially impacted employees a RIF Notice at least thirty (30) calendar days prior to the effective date  
9 of the RIF. After receipt of RIF Notice, each employee shall be allowed fourteen (14) calendar days to  
10 elect RIF Steps 1-5 stated above in accordance with the aforementioned rules regarding the exercise of  
11 RIF Steps. Application of the employees' selected RIF Steps will be administered in seniority order,  
12 with the most senior affected employee administered first, and the next most senior employee  
13 administered second, and so forth until all impacted employee elected RIF Steps have been processed.  
14 Administration of employee elections will be based on the elections being timely and properly submitted  
15 by the impacted employees within the fourteen (14)-day election period, starting the date the layoff  
16 notice was issued. Any vacancies must be filled under Step 2 if the nurse is qualified for the position  
17 prior to the nurse having the right to displace a less senior employee by application of Step 4 or Step 5.  
18 If an eException is granted per 29.6.1 to an individual employee and their position, the employee shall  
19 not be subject to displacement through the application of Step 4 or Step 5 (i.e. bumping). When an  
20 employee submits their RIF Step elections, the elections shall not be subject to further change by the  
21 employee.

22 **29.3.4C.- EXCEPTION.** An exception to seniority-based bumping may be authorized  
23 by the Chief Nurse Officer, with notice to the Association/Union, only if bumping out of order is required  
24 to retain essential skills and qualifications.

25 **Section 29.4. -Appeal.** The Chief Nurse Officer shall determine which positions an employee  
26 subject to layoff is qualified to select as an option. If the employee subject to layoff is not in agreement  
27 with the decision, the employee may appeal the decision to the Division Director within fourteen (14)  
28 calendar days. If an appeal is filed, the decision by the Division Director shall be final. If no appeal is  
29 filed, the decision by the Chief Nurse Officer is final. The determination whether an employee is  
30 qualified will assume an appropriate orientation to the new position.

31 **Section 29.5. Layoff Recall List.** Employees that separate employment due to a RIF Process  
32 (or unsuccessful completion of trial service that results in layoff) shall be asked whether they would like

1 to be placed on the layoff recall list for a period of two (2) years commencing from the effective date of  
2 their separation. Employees that affirm their interest to be placed on the layoff recall list shall be recalled  
3 to openings for which they are qualified in the classification that they were laid off in seniority order.  
4 Employee refusal of a recall job offer that is the same work hours and classification from which the  
5 employee was laid off shall result in removal from the recall list, unless the County authorizes an  
6 exception in writing.

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

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

17 The County may offer additional layoff options including, but not limited to, placement in other  
18 King County positions as provided in the [Reduction in Force Planning and Implementation](#)  
19 [Guide](#) ~~Workforce Management Plan~~ or other County policies.

20 **Section 29.6.** Pursuant to the provisions of R.C.W. Title 50, King County is a participating  
21 County in the regular state unemployment compensation program.

## 22 **ARTICLE 30: GRIEVANCE PROCEDURE**

23 **Section 30.1. Introduction.** The County and the ~~Association~~ [Union](#) recognize the importance  
24 and desirability of settling grievances promptly and fairly in the interest of continued good employee  
25 relations and morale and to this end the following procedure is outlined. -To accomplish this, every effort  
26 will be made to settle grievances at the lowest possible level of supervision. -The ~~Association~~ [Union](#),  
27 employee, and the immediate supervisor are encouraged to make every attempt to appropriately resolve  
28 issues of concern between themselves in a timely manner prior to filing a formal grievance. -Upon timely  
29 request by an [Association](#) ~~Union~~ representative to the County, the time period for initial filing of a  
30 grievance may be extended for a mutually agreed time in writing, to allow for efforts to resolve a  
31 potential grievance. -Employees will be free from coercion, discrimination or reprisal for seeking a  
32 resolution of their grievances.

1           **Section 30.2. Valid Grievance and Arbitrability.** A grievance subject to adjudication through  
2 this grievance procedure shall be defined as an alleged violation of one or more terms of this Agreement,  
3 and the [Association/Union](#) shall provide the required information at each step in the grievance procedure.  
4 The required information that must be filed by the [Association/Union](#) with a grievance, includes the  
5 following:

6           ~~(1)~~1. relevant background information and statement about the act or omission which is  
7 the basis for the grievance;

8           ~~(2)~~2. the date of such act or omission if known;

9           ~~(3)~~3. the Article(s) and Section(s) of this Agreement the [Association/Union](#) asserts were  
10 violated or misapplied;

11           ~~(4)~~4. [Association/Union](#)'s formal remedy requested; and,

12           ~~(5)~~5. [Association/Union](#) may also provide an informal proposed settlement resolution.

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

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

23           **Section 30.3, Exclusive Representative.** If employees have access to the Personnel Board for  
24 adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure will  
25 preclude access to other procedures. –If the employee chooses to access the Personnel Board for the  
26 adjudication of disciplinary or reclassification issues, this decision shall waive the [Association/Union](#)'s  
27 legal obligations for representation, unless mutually agreed otherwise.

28           **Section 30.4 Grievance Process.**

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

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

14 **STEP 2. -Division Manager.** If after thorough discussion with the immediate supervisor  
15 the grievance has not been satisfactorily resolved, the ~~Association-Union~~ representative shall then present  
16 the grievance to the Division Manager/designee for investigation, discussion, and written reply. -The  
17 written grievance shall include the required information from [Section 30.2].

18 The Division Manager/designee will ~~contact-meet with~~ the ~~Association-Union~~ representative  
19 within fifteen (15) calendar days of receipt of the written grievance ~~to schedule the meeting. Every effort~~  
20 ~~will be made to schedule this meeting within twenty five (25) calendar days of the receipt of the written~~  
21 ~~grievance by the Division Manager or designee.~~ If applicable, the grievance meeting should be held  
22 during a grievant's regularly scheduled working hours if the ~~Association-Union~~ has asked the grievant  
23 to attend. -The Division Manager/designee after consulting with appropriate management stakeholders  
24 shall make a written decision available to the ~~Association-Union~~ representative within fifteen (15)  
25 calendar days after the meeting. -If the grievance is not pursued to the next higher level within fifteen  
26 (15) calendar days from the ~~Association's-Union's~~ receipt of the Division Manager's written decision,  
27 it shall be presumed resolved.

28 **STEP 3. -Office of Labor Relations.** If the decision at Step 2 has not satisfactorily  
29 resolved the grievance, the ~~Association-Union~~ may submit the grievance in writing to the Office of Labor  
30 Relations Director and designated Labor Negotiator assigned to this Agreement. The written grievance  
31 shall include the required information in [Section 30.2]. ~~The Labor Negotiator will meet and/or discuss~~  
32 ~~the grievance with the Union -Every effort will be made to schedule this meeting within twenty-~~

1 ~~five~~fifteen (215) calendar days of the receipt of the written grievance by the Negotiator. If the  
2 ~~Association-Union~~ invites a grievant to attend the meeting, the meeting should be held during the  
3 employee's regular working hours. ~~The~~ Negotiator, after investigation and appropriate consultation with  
4 management stakeholders, shall make a written decision available to the ~~Association-Union~~  
5 representative within fifteen (15) calendar days after the Step 3 hearing. If the response is sent via email,  
6 a "delivery receipt" will be added to the County email. ~~If the grievance is not pursued to the next higher~~  
7 level within sixty (60) calendar days from the ~~Association's-Union's~~ receipt of the Step 3 written decision  
8 or as described in Step 4 below, it shall be presumed resolved.

9 **STEP 4. -Mediation and/or Arbitration.** Should the decision of the Negotiator not  
10 resolve the grievance at Step 3, the parties, prior to submitting a dispute to arbitration, may agree to  
11 select a neutral third party to serve as mediator. ~~This agreement shall be reached within thirty (30)~~  
12 calendar days of receipt of the Step 3 response by the ~~AssociationUnion~~. ~~If such agreement cannot be~~  
13 reached, the ~~AssociationUnion~~ may request arbitration within sixty (60) calendar days of receipt of the  
14 Step 3 decision. ~~If mediation is undertaken and is not successful, the AssociationUnion may request~~  
15 arbitration within thirty (30) calendar days if either the County or the ~~AssociationUnion~~ declares impasse  
16 at mediation. ~~The arbitration request shall be submitted in writing to the Director of the Office of Labor~~  
17 Relations and the Negotiator. Should arbitration be chosen, the parties shall then select a third  
18 disinterested party to serve as arbitrator. ~~In the event that the parties are unable to agree upon an~~  
19 arbitrator, then the arbitrator shall be selected from a panel of eleven (11) arbitrators furnished by the  
20 Federal Mediation Conciliation Services. ~~The arbitrator will be selected from the list by both the~~  
21 department representative and the ~~AssociationUnion~~, each alternately striking a name from the list until  
22 only one remains. ~~The arbitrator shall be asked to render a decision promptly and the decision of the~~  
23 arbitrator shall be final and binding on both parties.

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

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

31 2. ~~No matter may be arbitrated which the County by law, has no authority over, has no~~  
32 authority to change, or has been delegated to any civil service commission or personnel board, as defined

1 in the RCW 41.56.

2 3. —The cost of the arbitrator shall be borne equally by the County and the  
3 [Association/Union](#), and each party shall bear the cost of presenting its own case. Each party shall bear  
4 the cost of its own attorneys’ fees regardless of the outcome of the arbitration.

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

7 **Section 30.5. Time Limits.** Failure by the [Association/Union](#) to comply with any time limitation  
8 of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time  
9 limits stipulated in the grievance procedure may be extended for stated periods of time by the  
10 [Association/Union](#) and County by mutual agreement in writing. Where a deadline falls on a weekend or  
11 holiday, the deadline will be extended to the next day that is not a weekend or holiday. If the  
12 [Association/Union](#) has not received a response after a hearing at Step 1 or Step 2 or Step 3 within the  
13 time frames listed, the [Association/Union](#) may elevate the grievance to the next step.

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

18 **Section 30.7. Association/Union Grievances.** A grievance in the interest of two (2) or more  
19 employees in the bargaining unit shall be reduced to writing by the [Association/Union](#) and may be  
20 introduced at Step 2 of the contract grievance procedure to the Division Manager or designee and be  
21 processed within the time limits set forth herein.

22 **ARTICLE 31: WAIVER CLAUSE**

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

29 **ARTICLE 32: WORK STOPPAGES**

30 **Section 32.1. No Work Stoppages.** The County and the [Association/Union](#) agree that the public  
31 interest requires the efficient and uninterrupted performance of Health Department services and to this  
32 end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. —During the life

1 of this Agreement, the Association-Union or its members shall not cause or condone any work stoppage,  
2 strike, slow down or refusal to perform customarily assigned duties, sick leave absence which is not bona  
3 fide, or other interference with County functions by employees under this Agreement, and should same  
4 occur, the Association-Union agrees to take appropriate steps to end such interference.- Any concerted  
5 action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above  
6 activities have occurred.

7 **Section 32.2. Association-Union's Responsibilities.** Upon notification in writing by the County  
8 to the Association-Union that any of its members are engaged in a work stoppage, the Association-Union  
9 shall immediately, in writing, order such members to immediately cease engaging in such work stoppage  
10 and provide the County with a copy of such order.- In addition, if requested by the County, a responsible  
11 official of the Association-Union shall order such Association-Union members to cease engaging in such  
12 work stoppage.

13 **Section 32.3.** Any employee participating in such work stoppage or in other ways committing  
14 an act prohibited in this Article shall be considered absent without leave and shall be considered to  
15 have resigned.

#### 16 **ARTICLE 33: SAVINGS CLAUSE**

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

#### 23 **ARTICLE 34: DEFINITIONS**

24 **Section 34.1 Terminology.** The terms used in this collective bargaining agreement shall have  
25 the same definitions specified in King County Code 3.12 Personnel System (KCC), and specifically  
26 3.12.010 Definitions, as amended. For illustrative purposes and to improve CBA administration, a few  
27 terms defined by KCC are provided below in *PART A*, but are not intended to modify the term definitions  
28 provided in KCC. *PART B* of this Article contains terms and definitions unique to this CBA.

#### 29 ***PART A: KCC TERMS***

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

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

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

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

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

18       **Section 34.6.** “**Short-term temporary employee**” means a temporary employee who in in a  
19 type of position in which a temporary employee works less than nine hundred ten hours (910) in a  
20 calendar year in a work unit in which a thirty-five (35)-hour work week is standard or less than one  
21 thousand forty (1,040) hours in a calendar year in a work unit in which a forty (40)-hour work week is  
22 standard. -Where the standard work week falls between thirty-five (35) and forty (40) hours, the director,  
23 in consultation with the department, is responsible for determining what hour threshold will apply.

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

26       **PART B: SPECIAL CBA TERMS**

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

29       The purpose of a TSP is to provide the employee with the opportunity to acquire knowledge,  
30 training and skills necessary to competently perform in a new position. -The timeframe for a TSP shall  
31 be six (6) ~~six~~ months in duration, which may be waived early by the County if the employee demonstrates  
32 sufficient competency in the position. The County may end a TSP if management objectively assesses

1 that an employee is not demonstrating sufficient progress to be able to competently perform the duties  
2 of the new position by the end of the TSP period. Likewise, an employee may end the TSP if they  
3 determine the new position is not an appropriate match. Unlike probation, successful completion of a  
4 TSP does not result in a wage step increase.

5 ~~A.~~ **TSP in Layoff Recall Scenario.** If an employee is serving a TSP as a result of being  
6 ~~B.A.~~ recalled to a new position per Article 29.5, and the County ends the TSP for the  
7 reasons stated in the foregoing paragraph, the employee will be placed back in layoff recall status. In the  
8 event the employee does not complete the TSP, the employee shall be placed back on the layoff recall  
9 list for the remainder of the duration of the employee's initial two (2)-year recall period, except all time  
10 spent in TSP status will be added to the layoff recall period. For example, assume employee is laid off  
11 January 2020. They are in layoff recall status for six (6) months, and recalled June 2020, and must serve  
12 a six (6) month TSP. Employee terminates TSP on August 2020 (~~three (3)~~ three (3) months of TSP) and returns  
13 to layoff recall status. Employee will be eligible for layoff recall until March 2022 because their layoff  
14 recall period was extended by three (3) months due to time spent in TSP.

15 ~~C.~~ **TSP in Voluntary Transfer Scenario.** If an employee is serving a TSP per a  
16 ~~D.B.~~ Lateral Voluntary Transfer, and the employee or management terminate the TSP  
17 for the reasons stated above, the employee shall be moved back into their former position occupied prior  
18 to the transfer if the position is vacant and available. If their former position is not available, the  
19 employee may elect to move into any available vacancy that is in the same classification, same Division,  
20 and same program as their former position. If the employee is not qualified for any available vacancy  
21 above, the employee will be laid off and placed directly in layoff recall.

22 **ARTICLE 35: TERM OF AGREEMENT**

23 This Agreement (inclusive of all Addendums) covers the period from January 1, ~~2026~~2023,  
24 through December 31, ~~2029~~2024. The terms shall be in effect when ratified by the parties, unless  
25 a different effective date is specified. Written notice must be served by either party upon the other party  
26 of its intent to terminate or modify this Agreement not less than sixty (60) days prior to December 31,  
27 ~~2024~~2029.

28  
29 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 202~~6~~3.



**ADDENDUM A**  
**JOB CLASSIFICATION WAGE RATES**

Commented [DF1]: All charts need to be updated.

**1/1/2026<sup>3</sup> Salary Schedule (reflects 4.003.75% GWI increase per Article 6.2)**

Job Class Code	People Soft Job Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	46.25	48.51	49.70	50.90	52.18	53.46	54.75	56.09	57.47	58.86	60.35
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	53.20	55.79	57.16	58.53	60.01	61.46	62.97	64.50	66.10	67.69	69.41
3313300	332302	Personal Health Services Supervisor (Clinic)	50.94	53.46	54.75	56.09	57.47	58.86	60.33	61.71	63.11	64.53	66.18
3313310	332303	Personal Health Services Supervisor (Jail)	58.57	61.46	62.97	64.50	66.10	67.69	69.39	70.97	72.58	74.20	76.09
3308100	330802	Nurse Recruiter	46.25	48.51	49.70	50.90	52.18	53.46	54.75	56.09	57.47	58.86	60.35

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	53.88	56.51	57.86	59.23	60.65	62.13	63.62	65.17	66.70	68.33	69.99
ANNUAL			112,070	117,541	120,349	123,198	126,152	129,230	132,330	135,554	138,736	142,126	145,579
3319200	333601	Nurse Manager* (Jail)	61.96	64.99	66.53	68.11	69.75	71.46	73.16	74.93	76.71	78.57	80.50
ANNUAL			128,877	135,179	138,382	141,669	145,080	148,637	152,173	155,854	159,557	163,426	167,440
3320300	333801	Occupational Health Program Manager*	61.96	64.99	66.53	68.11	69.75	71.46	73.16	74.93	76.71	78.57	80.50
ANNUAL			128,877	135,179	138,382	141,669	145,080	148,637	152,173	155,854	159,557	163,426	167,440

**\*Nurse Managers and Occupational Health Program Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions.

**1/1/2024 Salary Schedule (reflects 4.003.75% GWI increase per Article 6.3)**

Job Class Code	People Soft Job Code	Class	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
			1	2	3	4	5	6	7	8	9	10	11
3313200	332205	Assistant Personal Health Services Supervisor (Clinic)	48.10	50.45	51.69	52.94	54.27	55.60	56.94	58.33	59.77	61.21	62.76
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	55.33	58.02	59.45	60.87	62.41	63.92	65.49	67.08	68.74	70.40	72.19
3313300	332302	Personal Health Services Supervisor (Clinic)	52.98	55.60	56.94	58.33	59.77	61.21	62.74	64.18	65.63	67.11	68.83
3313310	332303	Personal Health Services Supervisor (Jail)	60.91	63.92	65.49	67.08	68.74	70.40	72.17	73.81	75.48	77.17	79.13
3308100	330802	Nurse Recruiter	48.10	50.45	51.69	52.94	54.27	55.60	56.94	58.33	59.77	61.21	62.76

Job Class Code	People Soft Class Code	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3319100	332901	Nurse Manager* (Clinic)	56.04	58.77	60.17	61.60	63.08	64.62	66.16	67.78	69.37	71.06	72.79
ANNUAL			116,563	122,242	125,154	128,128	131,206	134,410	137,613	140,982	144,290	147,805	151,403
3319200	333601	Nurse Manager* (Jail)	64.44	67.59	69.19	70.83	72.54	74.32	76.09	77.93	79.78	81.71	83.72
ANNUAL			134,035	140,587	143,915	147,326	150,883	154,586	158,267	162,094	165,942	169,957	174,138
3320300	333801	Occupational Health Program Manager*	64.44	67.59	69.19	70.83	72.54	74.32	76.09	77.93	79.78	81.71	83.72
ANNUAL			134,035	140,587	143,915	147,326	150,883	154,586	158,267	162,094	165,942	169,957	174,138

**\*Nurse Managers and Occupational Health Program Managers are FLSA exempt**

Note: Jail positions are not separate classifications but are listed here separately to reflect the premium pay for those positions.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**ADDENDUM B**  
**ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES**

The Washington State Nurses ~~Association~~Union (the ~~Association~~Union) and King County (the County) agree that the Department of Adult and Juvenile Detention may end meal service provided in jail facilities subsequent to the date that agreements to end meal service are ratified with the King County Corrections Guild (Department of Adult & Juvenile Detention) and the Washington State Nurses ~~Association~~Union (Staff Nurses - Departments: Public Health, Adult & Juvenile Detention (Juvenile Detention)). -The terms of the parties' Collective Bargaining Agreement provide sufficient consideration for the elimination of meal service in jail facilities.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

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

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

King County and the Washington State Nurses ~~Association~~Union, representing Supervisors and Managers in Seattle-King County Public Health, 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	\$20
	After-Hours / Weekend	\$7
	Motorcycles	\$5

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

ADDENDUM D

**Longevity Steps Working Committee**

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