

**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**

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ADDENDUM A: JOB CLASSIFICATION WAGE RATES
ADDENDUM B: ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES
ADDENDUM C: EMPLOYEE PERSONAL VEHICLE PARKING RATES - GOAT HILL
GARAGE AND KING STREET CENTER

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These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the County) and the Washington State Nurses Association (hereinafter referred to as the Union) 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

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

Section 2.2. Avenue of Redress. Allegations of unlawful discrimination or alleged violations of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure. Alleged violations of discrimination standing alone may be advanced to Step 3 of the grievance procedure and may not be advanced to arbitration. Grievances in which allegations of discrimination or violations of this Article are a component, and not the sole alleged violation, may otherwise be subject to arbitration. However, the allegation of discrimination shall be barred from advancement to arbitration, while remaining alleged violations may be advanced to arbitration.

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, AND DUES

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

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

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

The County will refer all employee inquiries regarding dues deduction revocation to the Union. Employees may revoke their authorization for dues payroll deductions by written notice to the Union in accordance with the terms and conditions of their dues authorization form. Every effort will be made to discontinue dues payroll deductions not later than the second payroll period after the County receives

written confirmation from the Union that the terms of an employee's authorization regarding dues deduction revocation have been met.

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

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

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

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

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

Section 3.7. New Employee Orientation. The local Union unit chairperson or designee will be allowed to meet during working hours for up to thirty (30) minutes with a newly hired bargaining unit employee within the new employee's first ninety (90) calendar days of employment per requirements in RCW 41.56.037, to provide information on the Union and the contract. Upon request by the Union, the County will allow a new employee time to meet with an Union representative within the first twelve (12) calendar days of employment.

Section 3.8. Paid Status for Negotiation Team Members. Each employee who participates in bargaining as part of the WSNA bargaining team during the respective employee's work hours shall

1 remain on County paid status for no more than one hundred fifty (150) hours of County paid release time
2 for the bargaining sessions resulting in a labor agreement. If negotiations exceed one hundred fifty (150)
3 hours, WSNA will be responsible for requesting additional paid status hours for its negotiation team
4 members employed by the County.

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

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

16 **Section 3.10. Bulletin Boards.** The County agrees to provide bulletin boards in areas accessible
17 to the members for the use of Union officers and stewards to post announcement of meetings, election
18 of officers, and any other Union materials. No materials of a political nature can be posted. Information
19 concerning union elections are not considered political in nature for purpose of this Section.

20 **Section 3.11. Electronic Devices.** The County will permit the Union officers and stewards the
21 use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to
22 communicate regarding Union business related to King County. These communications will be
23 consistent with state law and the County's Acceptable Use of Information Assets Policy. The
24 communications and the use of the County's equipment and systems must be brief in duration and
25 frequency. In no circumstance shall use of the County's equipment or systems interfere with County
26 operations or result in additional expense to the County. The parties understand and agree there is no
27 guarantee of privacy in the communications described herein and that such communications may be
28 subject to disclosure under the Public Records Act.

29 **Section 3.12. PAC Deductions.** During the term of this Agreement, the County will deduct the
30 sum specified from the pay of each member of the Union who voluntarily executes a Washington State
31 Nurses Association Political Action Committee (WSNA PAC) wage assignment form. When filed with
32 the County, the authorized form will be honored in accordance with its terms. The amount deducted and

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

ARTICLE 4: MANAGEMENT RIGHTS

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

Section 4.2. Delivery of services in the most efficient, effective and courteous manner is of paramount importance. As a consequence, the parties hereby recognize the Health Department's right to determine the methods, processes and means of providing service, the rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change department equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs.

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

ARTICLE 5: CONFERENCE COMMITTEE

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

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

ARTICLE 6: WAGES, STEP PROGRESSION, AND OTHER COMPENSATION

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

Section 6.2. Wage Step Increases & Merit Pay Plan Eligibility. Annually on January 1, non-probationary career service and term-limited temporary employees who are not at the top step will advance to the next higher step on the salary range, provided that the employee is no longer in a probationary status as of September 30th of the previous year. Short Term Temporary employees will be given step increases in accordance with the progression rate established in this Agreement on the employee's anniversary date. FLSA Exempt employees are eligible to receive merit pay step increases pursuant to the King County Merit Pay Plan for the duration of this Agreement, except that employees shall not be eligible for above-top-step merit pay.

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

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

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

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

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

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

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

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

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

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

Section 6.7. Wage Step Increases & Merit Pay Plan Eligibility. FLSA Exempt employees are eligible to receive merit pay step increases pursuant to the King County Merit Pay Plan for the duration

of this Agreement, except that employees shall not be eligible for above-top-step merit pay.

Section 6.8. Longevity Premium. Full-time Career Service and part-time Career Service employees shall receive the following longevity premiums based upon their length of service with the Department:

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

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

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

Section 6.9. Jail Assignment Premium. Employees assigned to the Jail Health Services shall receive a rate of pay that is fifteen percent (15%) higher than the salary range for other non-jail positions. The Jail Health Services rate thus becomes a "base" or "regular" rate of pay for this assignment and is included in the computation for overtime and is payable for paid leave and holiday pay.

Section 6.10. Shift Differentials for Non-Exempt Employees. A bargaining unit employee scheduled to work in a facility or site which is staffed for 24 hour operation and scheduled to work not less than four (4) hours of their work shift during the evening shift or night shift, shall receive one of the following shift differentials for all scheduled hours worked during each shift.

Evening Shift	\$2.50 per hour
Night Shift	\$4.00 per hour

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

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

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

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

8 **Section 6.11. Weekend Premium for Non-Exempt Employees.** A weekend premium shall be
9 paid for all hours of work on weekends at the rate of \$4.00 per hour. This premium shall not be included
10 in the base rate of pay for purposes of determining paid leave benefits. The weekend begins with the
11 night shift on Friday and through evening shift on Sunday.

12 **Section 6.12. Standby Duty for Non-Exempt Employees.** Employees placed on standby duty
13 for purposes of receiving calls during their off hours shall be compensated for such standby duty by
14 receiving ten percent (10%) of their straight-time hourly rate for all hours assigned. Employees will
15 submit an overtime or compensatory time request for all hours actually worked.

16 **Section 6.13. Bilingual Premium Pay.**

17 **6.13.1. Bilingual Pay Position Designation.** Effective prospectively upon ratification
18 and implementation of this agreement, the County at its sole discretion will determine whether the use
19 of one (1) or more specific non-English language or American Sign Language (ASL) is desired or
20 required for specific job duties and positions. Employees in such designated positions are eligible to
21 receive bilingual pay premiums as defined below. The County may end or modify the assignment of job
22 duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which
23 will result in the immediate adjustment of the bilingual pay premium. The existing assignments will be
24 reviewed annually to determine whether one (1) or more specific non-English language or American
25 Sign Language (ASL) is desired or required for all positions. Any employee deemed ineligible for a
26 bilingual premium shall not be required to provide bilingual services.

27 **6.13.2. Employee Eligibility and Pay Premiums.** Employees in bilingual pay premium
28 eligible positions must demonstrate sufficient language proficiency in the target language as determined
29 by the County. Employees may be required to successfully retest their language proficiency at any time.
30 Job classifications that have core interpreter/translator functions are ineligible to receive bilingual pay
31 premiums. Under no circumstances will an employee receive more than one bilingual pay premium or
32 additional bilingual pay premiums for proficiency in multiple languages. The hourly premium is

excluded on all hours compensated but not worked.

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

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

6.13.5. Implementation. Section 6.13 applies prospectively and replaces any and all bilingual pay premiums provided herein or other practices. Upon implementation, the County will notify employees currently receiving bilingual pay premiums of whether their position is designated as “desired” or “required” to use of one (1) or more specific non-English language or ASL. Employees may be required to successfully retest their language proficiency to be eligible for bilingual pay premiums following this designation. Employees who do not demonstrate proficiency will not be eligible for bilingual pay premiums.

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

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

Section 6.14. Certification Premium Pay. All currently employed nurses who are certified in a specialty area by a national nursing organization and relevant to their nursing practice shall be paid a premium of fifty dollars (\$50) per biweekly pay period, provided the particular certification has been approved by the Nursing Office and their respective manager, and provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A nurse is eligible for only one (1) certification premium regardless of the number of certifications the nurse may have. The certification pay will be effective the first full pay period after the date a copy of documentation of certification is received by the County.

Any nurse who desires to become certified in a specialty area relevant to their practice and wishes to receive certification premium shall make such request in writing to the County prior to embarking on obtaining the certification. Subject to budgetary constraints, the County shall grant requests for premium certification for a certification that is relevant to the nurse’s practice area provided the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. The

County may discontinue the certification for a nurse if that nurse transfers to a different practice area for which the certification is not relevant (e.g., jail to public health center).

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

RN/PHN Certifications

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

Section 6.15. Deferred Compensation. New employees will be automatically enrolled in the Deferred Compensation Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to “opt out” at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.

Section 6.16. Master’s/Doctoral Step. Any nurse attaining a Master’s and/or Doctoral Degree in Nursing while employed at King County shall receive an increase of one (1) step per degree up to a maximum of two steps total, provided the nurse is not already at the top step of the wage scale. The

increase will be effective the first full pay period after the date a copy of documentation of the degree is received by the County.

ARTICLE 7: HEALTH AND INSURANCE BENEFITS

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

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

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

ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS

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

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

- Renewal for Registered Nurse License
- Renewal for ANA Certification

Section 8.3. Jurisdiction of Nursing Care Quality Assurance Commission. The County recognizes that each Registered Nurse in the bargaining unit is licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality Assurance Commission which

1 is solely empowered by law to promulgate and interpret such rules and regulations.

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

4 **ARTICLE 9: MILEAGE AND PARKING**

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

9 **Section 9.2. Parking.**

10 **9.2. 1.** For those jail nurses who travel between jail facilities and use their personal
11 automobile, parking shall be provided downtown at the Department's expense. The County shall make
12 parking options available in close proximity to the jail for employees working evening and/or night
13 shifts.

14 **9.2.2.** Due to ongoing recruiting and retention challenges facing Jail Health Services,
15 nurses working the day shift in the jail will be eligible to park in the Goat Hill Garage and shall pay the
16 "After-Hours" rate. This benefit shall sunset on December 31, 2029.

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

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

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

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

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

31 **Section 10.4. Flex Schedule.** Upon management approval, flex schedules can be provided. This
32 means on a day-to-day basis the employee may request or agree to a revision in the schedule of work

hours, working more hours than scheduled on one day and less on another day during the same work week. The mutually agreed upon flex schedule will not trigger daily overtime, for FLSA non-exempt employees, for hours in excess of the regularly scheduled shift.

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

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

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

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

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

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

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

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

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

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

21 **10.8.2. Type 2 Schedule Change.** The County will provide employees forty-five (45)
22 calendar days' advance notice for work schedule changes involving the following:

23 A. Change to scheduled workdays (including changes that may require weekend
24 work);

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

27 C. Change in work hours outside the timeframes listed in Type 1 Schedule
28 Change. The County will also notify the Union about the change, and if requested, bargain impacts on
29 wages, hours, and working conditions, without delaying implementation. No individual nurse will be
30 required to work more than one out of every four Saturdays in a four-week period, except on a voluntary
31 basis.
32

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

Section 10.9. Alternative Work Schedules (Employee Requested).

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

A. 4 - 10-hour workdays;

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

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

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

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

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

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

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

E. Employee participation shall be on a voluntary basis.

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

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

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

8 **10.10.3.** In the event of County declared emergency, temporary changes to employee
9 schedules may be implemented with as much notice as possible given the circumstances.

10 **Section 10.11. FLSA Exempt Positions.** Employees allocated to the classification of Nurse
11 Manager (including Nurse Manager - Jail) and, employees allocated to the classification of Personal
12 Health Services Supervisor (Clinic) are exempt from the overtime provisions of the Fair Labor Standards
13 Act ("FLSA") and are not overtime eligible.

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

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

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

30 **Section 11.2 Management Option to Initiate Transfer Process.** When a Career Service
31 position is vacant, the County may first decide to fill the position by initiating a lateral voluntary internal
32 transfer process per Section 11.4 or involuntarily transfer process per Section 11.5 prior to the position

being considered open for purposes of layoff recall, disability reassignment, or initiating a job recruitment.

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

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

B. Interview screened applicants meeting minimum qualifications from within the bargaining unit.

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

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

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

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

Section 11.5. Involuntary Transfer. When the Department intends to transfer an employee, the Department will first seek a volunteer for transfer. Absent volunteers or approved voluntary transfer(s), the County may fill a position by involuntarily transfer, moving an employee from one position to another position within the same division and the same classification with (45) calendar days' notice.

The County will not involuntarily transfer an employee from a non-jail position to a jail position or vice-versa or from one division to a different division, nor from the north sector to the south sector (and vice versa) – except for jail facility transfers. In the event of a jail facility involuntary transfer, KCCF and MRJC are considered the same sector and involuntary transfers can occur between the two facilities.

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

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

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

Section 11.6. Wage Step Placement Rules.

11.6.1. New Hire Wage Placement. When an employee is hired into the bargaining unit, including both external candidates and current King County employees in the WSNA Staff contract (e.g., promotional candidates Registered Nurse position to Personal Health Services Supervisor), the employee will be placed by the County at up to Step 21 of the salary range for the respective classification. To determine step placement, the County will use the criteria below, and may also consider relevant experience, operational needs, and budget to provide a higher step placement above the criteria below.

1. Supervisory and/or management experience (general) two years = one (1) step with maximum of three (3) steps;

2. Program management, staff development and training QI/QA, evaluation, clinical teaching or other leadership experience two (2) years = one (1) step with two (2) step maximum;

3. Master's degree/Ph.D./Doctor of Nursing Practice = one (1) step with a two (2) step maximum; and,

4. Supervisory and/or management experience specific to setting two (2) years = one (1) step with a four (4) step maximum.

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

voluntarily transfer will not have a change in pay, except employees that transfer from the jail to a non-jail position of the same job title or from a non-jail to jail position shall remain at the same salary step number of the applicable salary range. For example, a Personal Health Services Supervisor at Step 7 on the jail salary range who transfers to a non-jail position shall be placed on Step 7 of the non-jail range. In addition, employees may also increase or decrease their FTE status (i.e. regularly scheduled workweek hours) in accordance with the FTE status of the new position.

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

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

11.6.5. Salary upon Reclassification or Promotion: Non-exempt Position to Exempt Position. A non-exempt employee who is promoted to an exempt position shall be placed at the pay step in the higher salary range resulting in an increase that constitutes an approximately five percent (5%) increase above the former actual base rate of pay¹. In the event that the actual base rate of pay and longevity pay, provided in this Agreement, at the time of promotion, exceeds the new promotional rate (approximately five percent (5%) above the former actual base rate), the employee shall be y-rated (frozen) at the former actual base rate of pay and longevity pay added. In no event will an employee be placed above the maximum of the pay range.

ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE

Section 12.1. Employee Probation. Employees hired into a Career Service eligible position must first serve a six (6) month probationary period prior to becoming Career Service, which may be extended for an additional six (6) months by the County (12 months total). During a probationary term, employees are considered in "at-will" employment status and may be separated without just cause.

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

1 Probationary terminations are not subject to the grievance procedure or appeal.

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

8 **Section 12.2. Performance Evaluations.**

9 **12.2.1.** 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 **12.2.2.** The performance evaluation system devised by the County must, among any other
18 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 **12.2.3.** The evaluation shall be prepared on a format devised by the County and presented
23 by an evaluator who has been instructed in the method of evaluation used and who has been responsible
24 for the supervision of the evaluatee's work.

25 **12.2.4.** 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 evaluatee
27 has the responsibility to participate in the evaluation conference and to improve work performance in
28 any area where performance deficiencies are found to exist. The employee's direct supervisor is
29 responsible for providing ongoing feedback to employees. The goal of such feedback is to assist the
30 employee's efforts to improve such performance deficiencies.

31 **12.2.5.** 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

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

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

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

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

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

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

A. Oral reprimand (reduced to writing)

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 the
22 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 their immediate supervisor and shall not remain in the training position for

more than twenty (20) consecutive normal working days.

ARTICLE 14: SPECIAL DUTY

Section 14.1. Definitions.

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

B. Temporary employees, including TLTs, are not eligible for special duty assignments.

C. Base Position – The employee’s underlying position while on special duty assignment.

D. Base Union – The union that represents the employee’s base position.

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

Section 14.2. Duration.

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

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

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

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

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

iv. To backfill for a vacant regular position.

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

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

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

i. To backfill a regular position, when:

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

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

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

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

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

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

Section 14.3. Recruitment.

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

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

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

Section 14.4. Pay.

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

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

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

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

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

F. When the special duty assignment is completed, the employee's pay shall revert to the

pay rate the employee would have received if the employee had not been assigned to special duty.

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

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

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

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

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment. Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.

Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment. The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.
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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 th
Independence Day	July 4 th
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11 th
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.

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

Section 15.2. To minimize disruption of public services, the County may, on an individual basis,

substitute the fourth Monday of October as Veteran's Day in lieu of the day enumerated as such in the above list.

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

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

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

Section 15.6. Holiday Pay for Non-Exempt Employees on Alternative Work Schedules. Non-exempt employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours per year. Regular part-time employees scheduled to work twenty (20) or more hours per week shall be granted a prorated number of holiday hours. For instance, an employee scheduled to work twenty (20) hours per week shall be granted one half, forty-eight (48) hours, of the ninety-six (96) holiday hours. This section does not apply to exempt employees.

Section 15.7. Pro-ration of Holiday Benefits (including Personal Holidays). Comprehensive leave eligible employees who are assigned to work less than forty (40) hours per week on a regular basis shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

ARTICLE 16: VACATION LEAVE

Section 16.1. Vacation Leave (Accrual Eligibility). Comprehensive leave eligible employees

(“Eligible Employees”) shall accrue vacation leave time. Employees in short-term temporary employment status are ineligible for vacation leave accrual.

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

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

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

Section 16.4. Use of Vacation. Eligible Employees may use vacation leave hours beginning on the first day of the pay period following the pay period in which it was accrued. Employees who leave County employment prior to successfully completing their first six (6) months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provision (see also Section 16.5). In addition, no employee shall work for compensation for the County in any capacity during the time the employee is on vacation leave.

Section 16.5. Maximum Vacation Accrual. Eligible Employees shall accrue vacation leave from their date of hire in a benefit eligible position. The maximum vacation accrual is 480 hours for

employees hired on or before December 31, 2020. For eligible employees hired on or after January 1, 2021, the maximum vacation accrual shall be three hundred twenty (320) hours. Failure to use vacation leave beyond the maximum accrual amount by December 31 will result in forfeiture of excess vacation leave, unless the County has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County.

Section 16.6. Vacation Payoff upon Separation.

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

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

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

ARTICLE 17: SICK LEAVE

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

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

is then compared to what the employee accrued at the rate of .04616 hours. The higher amount of sick leave is awarded to the non-exempt employee. Any additional sick leave is awarded in the following pay period.

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

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

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

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

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

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

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

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

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

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

A. A child, including a biological, adopted or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de factor parent, regardless of age or dependency status, or the child of the employee's domestic partner;

B. The parent of an employee, employee's spouse or employee's domestic partner.

Parent includes:

1. A biological parent;
2. An adoptive parent;
3. A de facto parent;
4. A foster parent;
5. A stepparent;
6. A legal guardian; or
7. A person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner;

C. A spouse;

D. A domestic partner;

E. A grandparent;

F. A grandchild;

G. A sibling; or

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

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

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

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

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

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

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

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

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

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

Section 17.14. Choice of Leave. Nurses shall be allowed to use their choice of leave (sick, vacation, or paid holiday) to use to care for a child of the nurse with a health condition that requires supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health

condition or an emergency condition. Vacation and paid holiday leave must, in all other circumstances, be preapproved.

ARTICLE 18: FAMILY AND MEDICAL LEAVE

Section 18.1. Federal Family and Medical Leave Act.

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

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

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

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

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

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. King County Family and Medical Leave shall run concurrently with other

1 federal, state and county leaves to the extent allowed, including but not limited to the Federal Family
2 and Medical Leave Act, Washington State Family Leave Act, and the Washington State Family Care
3 Act.

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

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

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

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

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

28 **Section 18.5. Washington Paid Family and Medical Leave Program.** The state program
29 provides partial wage replacement while on leave for eligible employees who have a serious health
30 condition. It also covers times where an employee is called upon to care for a covered family member
31 who has a serious health condition or leave to bond with a new child. The program covers the same
32 military service exigencies covered by the Family and Medical Leave Act. For details about the program

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

ARTICLE 19: PARENTAL LEAVE

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

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

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

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

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

Section 19.6. Job Protection. King County Paid Parental Leave is protected leave. Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave.

Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

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

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

ARTICLE 20: DOMESTIC VIOLENCE LEAVE

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

ARTICLE 21: DONATED LEAVE

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

Section 21.2. Employee to Employee Donations.

A. Paid Leave Donation. Any comprehensive leave eligible employee may donate a portion of their accrued sick leave or vacation leave hours to another comprehensive leave eligible

employee consistent with this Article.

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

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

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

E. Donation limits are exclusive of donations to the Emergency Medical Leave Fund under Section 21.4.

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

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

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

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

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

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

Section 21.4. Comprehensive Leave Eligible Employee donations to an Emergency Medical Leave Fund.

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

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

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

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

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

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

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

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

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

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

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

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

status).

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

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

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

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

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

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

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

Section 21.8 Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under twenty-three (23) years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

ARTICLE 22: BEREAVEMENT LEAVE

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

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

A. spouse or domestic partner; or

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

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

1. a child;

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

3. a grandparent;

4. a son or daughter-in-law;

5. a grandchild; or

6. a sibling.

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

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

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

ARTICLE 23: CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT

Section 23.1. Training Leaves. The County and the Union agree that continuous upgrading of employee skills and knowledge is beneficial to providing quality health care services to the public. Therefore, employees covered by this Agreement are encouraged, but not required, to take advantage of opportunities available for continuing study and self-improvement. To this end it shall be a policy of the Health Department where feasible and at the discretion of the Department Head to allow employees covered by this Agreement time off with or without pay and with or without related expenses to attend professional meetings and/or Union meetings and conferences which focus on job-related practice.

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

Section 23.2. Continuing Education Time. The County shall provide all employees with a minimum of five (5) days of paid leave annually for purposes of attending professional meetings, seminars and classes to earn continuing education. Continuing education requests necessary to maintain licensure will be given priority. For purposes of this section, professional meetings shall be defined as: short-term conferences for professional growth and development of the individual nurses related to

nursing, and/or meetings and committee activities of the professional association at the national, state or district level which are designed to develop and promote the programs of the professional association in improving the quality and availability of nursing service and health care or training. Conferences or portions of conferences relating solely to union business are not considered professional meetings.

ARTICLE 24: MILITARY LEAVE

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

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

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

ARTICLE 25: JURY DUTY LEAVE

An employee shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be deducted from the gross pay due the employee for such period; provided that an

employee excused by the court on any day of such duty falling within their normal (non-evening, non-night) work schedule shall notify their supervisor and if so directed report for work for the balance of their normal shift.

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

ARTICLE 26: EXECUTIVE LEAVE

Section 26.1. Executive Leave for FLSA Exempt Employees. FLSA Exempt Employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (DHR Policy 2021-0010).

ARTICLE 27: UNPAID LEAVES OF ABSENCE

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

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

ARTICLE 28: SAFETY STANDARDS

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

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

Section 28.3. Personal Protective Equipment (PPE). The County shall make all reasonable efforts to ensure that employees are supplied with the proper PPE required for their position. If the County is unable to provide the proper PPE, employees will also be permitted to use their own personal

PPE on the job provided the PPE does not interfere with their duties, is appropriate for the workplace and complies with the County's safety requirements.

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

ARTICLE 29: REDUCTION IN FORCE, LAYOFF, RECALL

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

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

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

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

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

of two (2) years consistent with this Article.

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

Examples of current Layoff Divisions:

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

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

1. Jail Health Services (JHS) Sector; includes
 - i. King County Correctional Facility
 - ii. Maleng Regional Justice Center
2. North Sector; sites include north of I-90, plus Columbia, sites in North Region A, and sites in North Region B.
3. South Sector; sites include south of I-90 plus sites in South Region A and South Region B.

Section 29.2. RIF Process: Individual Career Service Position.

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

B. Employee RIF Notice. A Career Service employee in a position impacted by layoff shall be notified at least thirty (30) calendar days prior to the effective date of such layoff. The notice

will include relevant information for the nurse to select Steps below, including notice of all available vacant bargaining unit positions. An informational copy of the notice will be provided to the Union.

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

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

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

2. RIF STEP 2. Employee must elect to move into vacant position(s) in the same job classification, same FTE, same Employment Sector, and in the same layoff division, provided the employee is qualified for the position(s). The Employee may choose to elect to move into one or more vacant positions in a different Layoff Division if they are qualified for the position. If the employee chooses to transition to a vacant position in a different Layoff Division or a different program within a Layoff Division and is deemed qualified, the employee must serve a trial service period.

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

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

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

4. RIF STEP 4. Employee can elect to bump (i.e., displace) the least senior employee in the same job class within the same Layoff Division, provided the employee is qualified to bump into the position, has more seniority than the incumbent employee, and an exception has not been granted per 29.4.1. If the employee is unable to bump the least senior employee, the next least senior

employee may be displaced from their position subject to the bumping terms. An employee may not bump: (1) a higher senior employee; (2) a less senior employee in another Layoff Division; (3) bump into a position if they are not deemed qualified; or (4) bump an employee in a position that has been granted an Exception.

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

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

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

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

Section 29.3. RIF Process: Multiple Career Service Positions

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

B. Employee RIF Notice and RIF Steps. The County shall provide all potentially impacted employees a RIF Notice at least thirty (30) calendar days prior to the effective date of the RIF. After receipt of RIF Notice, each employee shall be allowed fourteen (14) calendar days to elect RIF Steps 1-5 stated above in accordance with the aforementioned rules regarding the exercise of RIF Steps. Application of the employees' selected RIF Steps will be administered in seniority order, with the most senior affected employee administered first, and the next most senior employee administered second, and so forth until all impacted employee elected RIF Steps have been processed. Administration of employee elections will be based on the elections being timely and properly submitted by the impacted employees within the fourteen (14)-day election period, starting the date the layoff notice was issued.

Any vacancies must be filled under Step 2 if the nurse is qualified for the position prior to the nurse having the right to displace a less senior employee by application of Step 4 or Step 5. If an exception is granted per 29.6.1 to an individual employee and their position, the employee shall not be subject to displacement through the application of Step 4 or Step 5 (i.e. bumping). When an employee submits their RIF Step elections, the elections shall not be subject to further change by the employee.

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

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

Section 29.5. Layoff Recall List. Employees that separate employment due to a RIF (or unsuccessful completion of trial service that results in layoff) shall be asked whether they would like to be placed on the layoff recall list for a period of two (2) years commencing from the effective date of their separation. Employees that affirm their interest to be placed on the layoff recall list shall be recalled to openings for which they are qualified in the classification that they were laid off in seniority order. Employee refusal of a recall job offer that is the same work hours and classification from which the employee was laid off shall result in removal from the recall list, unless the County authorizes an exception in writing.

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

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

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

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

ARTICLE 30: GRIEVANCE PROCEDURE

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

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

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

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

The parties agree verbal coaching and counseling, letters of expectations, performance

improvement plans, and similar non-disciplinary management interventions are not considered disciplinary action subject to just cause or the grievance procedure. A Verbal Reprimand or Written Reprimand may only be pursued to Step 3 of the grievance procedure and shall not be subject to further appeal at Step 4 Arbitration.

Section 30.3. Exclusive Representative. If employees have access to the Personnel Board for adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless mutually agreed otherwise.

Section 30.4 Grievance Process.

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

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

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

The Division Manager/designee will meet with the Union representative within fifteen (15) calendar days of receipt of the written grievance. If applicable, the grievance meeting should be held during a grievant's regularly scheduled working hours if the Union has asked the grievant to attend. The Division Manager/designee after consulting with appropriate management stakeholders shall make a written decision available to the Union representative within fifteen (15) calendar days after the meeting. If the grievance is not pursued to the next higher level within fifteen (15) calendar days from the Union's

receipt of the Division Manager's written decision, it shall be presumed resolved.

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

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

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from

arbitration. Additionally, the arbitrator must comply and adhere to any agreed upon limitations set forth expressly in this grievance procedure, including those described in [Section 30.2].

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

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

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

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

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

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

ARTICLE 31: WAIVER CLAUSE

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

ARTICLE 32: WORK STOPPAGES

Section 32.1. No Work Stoppages. The County and the Union agree that the public interest requires the efficient and uninterrupted performance of Health Department services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union or its members shall not cause or condone any work stoppage, strike, slow down or refusal to perform customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

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

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

ARTICLE 33: SAVINGS CLAUSE

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

ARTICLE 34: DEFINITIONS

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

PART A: KCC TERMS

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

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

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

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

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

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

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

PART B: SPECIAL CBA TERMS

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

The purpose of a TSP is to provide the employee with the opportunity to acquire knowledge,

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

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

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

ARTICLE 35: TERM OF AGREEMENT

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

APPROVED this _____ day of _____, 2026.

By: _____

King County Executive

For Washington State Nurses Association - Supervisors and Managers Unit:

Signed by:

Linda Burbank

8/17/2026

Linda Burbank, JD, BSN, RN
WSNA Nurse Representative

Date

Signed by:

Christopher Salatka

8/18/2026

Christopher Salatka, MSN, RN
WSNA Local Unit Co-Chair

Date

DocuSigned by:

Zerai Asgedom

8/18/2026

Zerai Asgedom, BSN, RN
Grievance Officer

Date

Signed by:

Danielle Franco Malone

8/18/2026

Danielle Franco-Malone
WSNA Attorney

Date

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ADDENDUM A

JOB CLASSIFICATION WAGE RATES

1/1/2026 Salary Schedule (reflects 3.75% 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)	\$ 52.65	\$ 55.22	\$ 56.57	\$ 57.94	\$ 59.40	\$ 60.86	\$ 62.32	\$ 63.85	\$ 65.42	\$ 67.00	\$ 68.69
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	\$ 60.56	\$ 63.51	\$ 65.07	\$ 66.63	\$ 68.31	\$ 69.97	\$ 71.68	\$ 73.42	\$ 75.24	\$ 77.06	\$ 79.02
3313300	332302	Personal Health Services Supervisor (Clinic)	\$ 57.99	\$ 60.86	\$ 62.32	\$ 63.85	\$ 65.42	\$ 67.00	\$ 68.67	\$ 70.25	\$ 71.84	\$ 73.46	\$ 75.34
3313310	332303	Personal Health Services Supervisor (Jail)	\$ 66.67	\$ 69.97	\$ 71.68	\$ 73.42	\$ 75.24	\$ 77.06	\$ 79.00	\$ 80.79	\$ 82.62	\$ 84.46	\$ 86.61
3308100	330802	Nurse Recruiter	\$ 52.65	\$ 55.22	\$ 56.57	\$ 57.94	\$ 59.40	\$ 60.86	\$ 62.32	\$ 63.85	\$ 65.42	\$ 67.00	\$ 68.69

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)	\$ 61.34	\$ 64.33	\$ 65.86	\$ 67.43	\$ 69.05	\$ 70.73	\$ 72.42	\$ 74.19	\$ 75.93	\$ 77.78	\$ 79.67
3319200	333601	Nurse Manager* (Jail)	\$ 70.53	\$ 73.98	\$ 75.74	\$ 77.53	\$ 79.40	\$ 81.35	\$ 83.28	\$ 85.30	\$ 87.33	\$ 89.43	\$ 91.63
3320300	333801	Occupational Health Program Manager*	\$ 70.53	\$ 73.98	\$ 75.74	\$ 77.53	\$ 79.40	\$ 81.35	\$ 83.28	\$ 85.30	\$ 87.33	\$ 89.43	\$ 91.63
ANNUAL													

***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.

1/1/2027 Salary Schedule (reflects 3.75% GWI increase per Article 6.3)

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)	\$ 54.63	\$ 57.29	\$ 58.70	\$ 60.12	\$ 61.62	\$ 63.14	\$ 64.66	\$ 66.24	\$ 67.88	\$ 69.51	\$ 71.27
3313210	332204	Assistant Personal Health Services Supervisor (Jail)	\$ 62.83	\$ 65.89	\$ 67.51	\$ 69.13	\$ 70.87	\$ 72.59	\$ 74.37	\$ 76.18	\$ 78.06	\$ 79.94	\$ 81.98
3313300	332302	Personal Health Services Supervisor (Clinic)	\$ 60.16	\$ 63.14	\$ 64.66	\$ 66.24	\$ 67.88	\$ 69.51	\$ 71.25	\$ 72.88	\$ 74.53	\$ 76.21	\$ 78.17
3313310	332303	Personal Health Services Supervisor (Jail)	\$ 69.17	\$ 72.59	\$ 74.37	\$ 76.18	\$ 78.06	\$ 79.94	\$ 81.96	\$ 83.82	\$ 85.71	\$ 87.63	\$ 89.86
3308100	330802	Nurse Recruiter	\$ 54.63	\$ 57.29	\$ 58.70	\$ 60.12	\$ 61.62	\$ 63.14	\$ 64.66	\$ 66.24	\$ 67.88	\$ 69.51	\$ 71.27

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)	\$ 63.64	\$ 66.74	\$ 68.33	\$ 69.96	\$ 71.63	\$ 73.38	\$ 75.13	\$ 76.97	\$ 78.78	\$ 80.70	\$ 82.66
3319200	333601	Nurse Manager* (Jail)	\$ 73.17	\$ 76.76	\$ 78.58	\$ 80.44	\$ 82.38	\$ 84.40	\$ 86.40	\$ 88.50	\$ 90.60	\$ 92.79	\$ 95.07
3320300	333801	Occupational Health Program Manager*	\$ 73.17	\$ 76.76	\$ 78.58	\$ 80.44	\$ 82.38	\$ 84.40	\$ 86.40	\$ 88.50	\$ 90.60	\$ 92.79	\$ 95.07

***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.

ADDENDUM B
ELIMINATION OF MEAL SERVICE IN JAIL FACILITIES

The Washington State Nurses Association (the Union) and King County (the County) agree that the Department of Adult and Juvenile Detention 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 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.

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

King County and the Washington State Nurses Association, 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

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Christopher Salatka

tophersalatka@gmail.com

Security Level: Email, Account Authentication
(None)

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Christopher Salatka
4C3F81EC4A36489...

Signature Adoption: Pre-selected Style

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Danielle Franco Malone

franco@workerlaw.com

Security Level: Email, Account Authentication
(None)

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Danielle Franco Malone
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Signature Adoption: Pre-selected Style

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zereay2543@yahoo.com

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

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

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

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

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

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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.