

**Memorandum of Agreement  
By and Between  
King County  
and  
Washington State Nurses Association - Staff Nurses and Supervisors and Managers  
Departments: Public Health,  
Adult and Juvenile Detention (Juvenile Detention)**

**Subject: Update to terms in WSNA collective bargaining agreements with duration  
1/1/2021 through 12/31/2022**

**Introduction**

The County and WSNA (Parties) have agreed to memorialize mutually agreed upon changes and clarifications to the Parties collective bargaining agreements as described below. These changes will apply to the collective bargaining agreements (CBA) that expire on December 31, 2022, effective after all Parties have signed this Agreement.

**Agreement**

1. The Parties agree the below CBA excerpts and modifications indicated by redline to the collective bargaining agreements (dated January 1, 2021 through December 31, 2022), accurately represent the agreed upon changes that will take effect upon all Parties signing this Agreement.
2. The changes to Article 30 and Article 12 apply to both WSNA Supervisor and WSNA Staff CBA. Change to Article 8 and Article 15 only apply to the WSNA Staff CBA.

**ARTICLE 30: GRIEVANCE PROCEDURE**

**STEP 3. Office of Labor Relations.** If the decision at Step 2 has not satisfactorily resolved the grievance, the Association 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]. Every effort will be made to schedule this meeting within (25) calendar days of the receipt of the written grievance by the Negotiator. If the Association 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 Association representative within (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 (Arbitration) within (60) calendar days from the Association's receipt of the Step 3 written decision or as described below in Step 4, it shall be presumed resolved.

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*Washington State Nurses Association - Staff Nurses – Departments: Public Health, Adult and Juvenile Detention (Juvenile Division) [310]*

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**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 (30) calendar days of receipt of the Step 3 response by the Association. If such agreement cannot be reached, the Association may request arbitration within (60) calendar days of receipt of the Step 3 decision. If mediation is undertaken and is not successful, the Association may request arbitration within (30) calendar days if either the County or the Association declares impasse at mediation. The arbitration request shall be submitted in writing to the Director of the Office of Labor Relations and the Negotiator.

## **ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE**

### **Section 12.1**

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

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

A probationary employee, regardless of what step they are placed on, will advance (1) step upon successful completion of their probationary term, not to exceed the top step of the applicable wage range.

**APPLICABLE TO WSNA STAFF CBA ONLY****ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS**

**Section 8.2 License Fees.** The County shall pay for the cost of the following license fees for career service employees, and for term-limited temporary employees that have been employed by the County for at least (1) year.

- Renewal for Registered Nurse License;
- Renewal for Licensed Practical Nurse License;
- Renewal for ARNP license; and,

Application and renewal fees of state authorized prescriptive authority.


**ARTICLE 15: HOLIDAYS**

**Section 15.2 JHS Staff (inclusive of CFJC).** Jail Health Services and CFJC staff, other than those scheduled to work Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at the start of night shift (e.g., 10:15 p.m. at KCCF) on the day preceding the calendar holiday and ending at the beginning of night shift (e.g., 10:15 p.m. at KCCF) on the day of the holiday (See also Applicable Shift Time Table in Section 6.6). A comprehensive leave eligible employee shall receive Holiday Pay Premium pursuant to Section 15.6 below if four (4) or more hours of the shift fall within the above time periods.

In addition, when a holiday falls on an employee's regularly scheduled day off, the employee may choose to have the eight (8) straight time hours deposited in the employee's vacation bank. When a holiday falls on an employee's regularly scheduled workday, the employee may choose to work the holiday at straight time and have the eight (8) straight time hours deposited in the employee's vacation bank. If neither of the above options is chosen by the employee, Section 15.6 of the Agreement applies.

3. The Parties acknowledge they have reviewed this Agreement and agree to its terms by signing below.

For the Washington State Nurses Association – Staff Nurses:

<p>DocuSigned by:    <small>FF5624004F84426...</small></p>	<p>11/8/2021</p>
<p>Michelle Moore BSN, RN, Nurse Representative</p>	<p>Date</p>

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For the Washington State Nurses Association – Supervisor Nurses:

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Bret Percival BSN, RN, Nurse Representative	Date

For King County:

<div>DocuSigned by:  <small>7231D66CAA4F4EF...</small></div> <hr/>	<div>11/9/2021</div> <hr/>
Andre Chevalier, Labor Relations Negotiator Office of Labor Relations, King County Executive Office	Date

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