

**AGREEMENT
BETWEEN
KING COUNTY
and
WASHINGTON STATE NURSES ASSOCIATION
Representing
Assistant Personal Health Services Supervisors
Personal Health Services Supervisors
Nurse Managers
PUBLIC HEALTH - SEATTLE & KING COUNTY**

January 1, 2017 – December 31, 2019

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

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1 **Section 2.2 Non-discrimination.** The County and the Association further agree that they will
2 not discriminate against any nurse by reason of race, color, age, sex, marital status, sexual orientation,
3 political ideology, creed, religion, ancestry, national origin, veteran's status or the presence of any
4 sensory, mental or physical disability, unless based on a bona fide occupational qualification
5 reasonably necessary to the normal operation of the County.

6 **Section 2.3 Avenue of Redress.** Complaints or charges under this Article shall be pursued
7 through appropriate equal employment opportunity agencies.

8 **ARTICLE 3: RECOGNITION AND BARGAINING UNIT MEMBERSHIP AND DUES**

9 **Section 3.1 Bargaining Unit.** The County hereby recognizes the Association as the exclusive
10 collective bargaining representative for the purposes stated in RCW 41.56 of all employees employed
11 within the bargaining unit defined by the classifications listed in Addendum A to this Agreement. This
12 shall include all full-time regular, and part-time regular employees.

13 **Section 3.2 Non-discrimination.** The County agrees that the Association has the right to
14 encourage all employees in the bargaining unit to become and remain members in good standing of the
15 Association, and the Association accepts its responsibility to fairly represent all employees in the
16 bargaining unit regardless of membership status. Neither party shall discriminate against any
17 employee or applicant for employment on account of membership in or non-membership in any union
18 or other employee organization.

19 **Section 3.3 Payroll Deduction.** The County agrees to deduct from the pay check of each
20 employee who has so authorized it, the regular monthly dues uniformly required of members of the
21 Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the
22 employees involved by the tenth (10th) of the month following the payroll deduction date.
23 Authorization by the employee shall be on a form approved by the parties hereto and may be revoked
24 by the employee upon request. The performance of this function is recognized as a service to the
25 Association by the County.

26 **Section 3.4 Association Membership.** It shall be a condition of employment that within thirty
27 (30) days of the effective date of this Agreement all employees covered by this Agreement shall
28 become and remain members in good standing in the Association, or pay an agency fee to the

1 Association in lieu of membership. Each Employee covered by this Agreement and hired into the
2 bargaining unit on or after its effective date will, on the thirtieth day following the beginning of such
3 employment, become and remain a member in good standing of the Association, or pay an agency fee
4 to the Association in lieu of membership.

5 ***Section 3.5 Discharge for Failure to Meet Association Membership Requirements.*** Failure
6 by an employee to abide by the above provisions shall constitute cause for discharge of such employee;
7 provided that when an employee fails to fulfill the above obligation, the Association shall provide the
8 employee and the County with thirty (30) days' written notification of the Association's intent to
9 initiate discharge action, and during this period the employee may make restitution in the amount
10 which is overdue.

11 If the employee has not fulfilled the above obligation by the end of the Association's thirty (30)
12 calendar day discharge notification period, the Association will thereafter notify the Human Resources
13 Director of the Department of Executive Services in writing, with a copy to the Department Director
14 and the employee of such employee's failure to abide by Article 3 as applicable. In this notice the
15 Association will specifically request discharge of the employee for failure to abide by the terms of the
16 labor agreement between the County and the Association. The Association will indemnify, defend,
17 and hold the County harmless against any claims made and against any suit instituted against the
18 County arising out of action taken or not taken by or on behalf of the County under the provisions of
19 this Article.

20 ***Section 3.6 Non-discrimination.*** No employee shall be discriminated against for any lawful
21 Association activity, including serving on an Association committee or as local unit chairperson
22 outside of scheduled working hours.

23 ***Section 3.7 Religious Exemptions.*** Employees covered by this Agreement who qualify for
24 exemption from the requirement for Association membership based upon a good faith religious belief,
25 or bona fide religious tenets or teachings of a church or religious body, shall contribute an amount
26 equivalent to regular Association dues and initiation fees to a nonreligious charity or to another
27 charitable organization mutually agreed upon by the employee affected and the Association. The
28 employee shall provide the Association with a receipt as proof of payment to the non-religious charity.

1 **Section 3.8 Visitation.** A representative of Washington State Nurses Association may, after
2 notifying the Department Official in charge who is outside of the bargaining unit, visit the work
3 location of employees covered by this Agreement at any reasonable time for the purpose of
4 investigating grievances. Such representative shall limit his/her activities during such investigation to
5 matters relating to this Agreement. Department work hours shall not be used by employees or the
6 Representative of Washington State Nurses Association for the conduct of Association business or the
7 promotion of Association affairs.

8 **Section 3.9 Bargaining Unit Roster.** Semi-Annually, in the months of April and October,
9 Public Health Payroll will provide to the Association, via an Excel spreadsheet attachment to email, a
10 complete list of employees covered by this Agreement. The list will include the name, address,
11 telephone, status, FTE, rate of pay, job title and date of hire for present job classification for each
12 employee. In addition, the Employer will provide a monthly roster of terminations, to include dates of
13 termination and a roster of new hires including FTE's for new hires.

14 **Section 3.10 New Employee Orientation.** The local Association unit chairperson or designee
15 will be allowed to meet during working hours for up to 30 minutes with a newly hired bargaining unit
16 employee within the new employee's first sixty (60) days of employment, to provide information on
17 the Association and the contract. The hiring manager will provide a copy of the hire letter to the
18 WSNA local unit chairperson within 15 days of the date of hire.

19 **ARTICLE 4: MANAGEMENT RIGHTS**

20 **Section 4.1** The right to hire, promote, discipline or discharge for just cause, improve
21 efficiency and determine the work schedules and location of Department Headquarters are examples of
22 management prerogatives. It is also understood that the Employer retains its right to manage and
23 operate its Departments except as may be limited by an express provision of this Agreement. This
24 Agreement shall not limit the right of the Employer to contract for services of any and all types,
25 provided that such contract shall not be used in lieu of, or to replace services traditionally and usually
26 performed by regular employees, except on a temporary basis, without prior discussion in a meeting
27 with an Association staff representative and the Conference Committee.
28

ARTICLE 5: GRIEVANCE PROCEDURE

Management recognizes 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. Employees will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances. The employee and the immediate supervisor are encouraged to make every attempt to resolve the issue of concern in a timely manner prior to filing a formal grievance.

Section 5.1 Definition. A grievance shall be defined as an alleged violation of any of the express terms of this contract to include wages, hours and working conditions as specifically provided herein.

Section 5.2 Process.

Step 1. Supervisor. A grievance shall be presented in writing by the aggrieved employee (and his/her selected representative if the employee wishes) within ten (10) working days of the occurrence, or the date the employee should have known of the occurrence, of such grievance to the employee's immediate supervisor. The written grievance shall state the act or omission which is the basis for the grievance, the date of such act or omission, the Article and Section of this Agreement the employee believes was violated or misapplied, and the remedy requested. The immediate supervisor shall meet with the employee and his/her Association representative. The immediate supervisor will contact the employee and an Association representative within ten (10) working days of receipt of the written grievance, to schedule the meeting. Whenever possible, grievance meetings will be held during the employee's regular working hours. Every effort will be made to schedule this meeting to occur within twenty (20) working days of the receipt of the written grievance by the immediate supervisor. The supervisor may issue a decision based upon the information available at the time if the nurse is unable to attend a meeting in person within a reasonable period of time (60 days), except for extraordinary circumstances (e.g., where a nurse has a medically verifiable injury or illness). The supervisor shall notify the employee and the Association representative in writing of his/her decision within ten (10) working days after the meeting. If a grievance is not pursued to the next level

1 within ten (10) working days of this notification, it shall be presumed resolved.

2 **Step 2. Division Manager.** If after thorough discussion with the immediate supervisor
3 the grievance has not been satisfactorily resolved, the employee and his/her Association representative
4 shall then present the grievance to the Division Manager for investigation, discussion, and written
5 reply. The Division Manager or designee shall meet with the employee and his/her Association
6 representative. The Division Manager or designee will contact the employee and the Association
7 representative within ten (10) working days of receipt of the written grievance, to schedule the
8 meeting. Every effort will be made to schedule this meeting within twenty (20) working days of the
9 receipt of the written grievance by the Division Manager. Whenever possible, grievance meetings will
10 be held during the employee's regular working hours. The Division Manager or designee, after
11 consulting with the Department Director, shall make a written decision available to the aggrieved
12 employee with a copy mailed to the Association representative within ten (10) working days after the
13 meeting. If the grievance is not pursued to the next higher level within ten (10) working days from the
14 Association's receipt of the Division Manager's written decision, it shall be presumed resolved.

15 **Step 3. Office of Labor Relations.** If the decision at Step 2 has not satisfactorily
16 resolved the grievance, the Association may submit the grievance in writing to the Director of the
17 Office of Labor Relations in the King County Executive's Office. The Labor Relations Director or
18 designee shall meet with the employee and his/her Association representative. The Labor Relations
19 Director or designee will contact the employee and the Association representative within ten (10)
20 working days of receipt of the written grievance, to schedule the meeting. The hearing shall be
21 scheduled as soon as possible, but not later than thirty (30) days after receipt of the grievance.
22 Whenever possible, grievance meetings will be held during the employee's regular working hours.
23 The Labor Relations Director or designee, after investigation, shall make a written decision available
24 to the aggrieved employee with a copy mailed to the Association representative within ten (10)
25 working days after receipt of the Step 3 hearing. If the grievance is not pursued to the next higher
26 level within ten (10) working days from the Association's receipt of the Department Director's or
27 designee's written decision, it shall be presumed resolved.

28 **Step 4. Mediation and/or Arbitration.** Should the decision of the Labor Relations

Director or designee not resolve the grievance, 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 fifteen (15) days of receipt of the Step 3 response by the Association. If such agreement cannot be reached, the Association may request arbitration within forty-five (45) days of receipt of the Step 3 decision. If mediation is undertaken and is not successful, the Association may request arbitration within thirty (30) days after the mediator or one of the parties declares impasse. The arbitration request shall be submitted in writing to the Director of the Office of Labor Relations and must specify:

- a. Identification of section(s) of Agreement allegedly violated.
- b. Details or nature of the violation.
- c. Position of party who is referring the grievance to arbitration.
- d. Questions which the arbitrator is being asked to decide.
- e. Remedy sought.

Should arbitration be chosen, the committee shall then select a third disinterested party to serve as an 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 Association, 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 his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

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 Revised Code of Washington, Chapter 41.56.

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

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

6 **Section 5.3 Time Limits.** Failure by an employee, the Association or the Employer to comply
7 with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;
8 provided, however, any time limits stipulated in the grievance procedure may be extended for stated
9 periods of time by the appropriate parties by mutual agreement in writing. Workdays referred to above
10 shall be defined as Monday through Friday, excluding observed holidays. If the grievant has not
11 received a response at Step 1 or Step 2 within the time frames listed, the grievant may elevate the
12 grievance to the next step.

13 **Section 5.4 Back Pay Awards.** Arbitration awards shall not be made retroactive beyond the
14 date of the occurrence or non-occurrence upon which the grievance is based, that date being fifteen
15 (15) or less days prior to the initial filing of the grievance, unless the circumstances of the grievance
16 were not and could not have been known by the grievant.

17 **Section 5.5 Association Grievances.** A contract grievance in the interest of a majority of the
18 employees in the bargaining unit shall be reduced to writing by the Association and may be introduced
19 at Step 2 of the contract grievance procedure to the Director of Public Health and be processed within
20 the time limits set forth herein.

21 **ARTICLE 6: WORK STOPPAGES**

22 **Section 6.1 No Work Stoppages.** The Employer and the Association agree that the public
23 interest requires the efficient and uninterrupted performance of Health Department services and to this
24 end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the
25 life of this Agreement, the Association or its members shall not cause or condone any work stoppage,
26 strike, slow down or refusal to perform customarily assigned duties, sick leave absence which is not
27 bona fide, or other interference with County functions by employees under this Agreement, and should
28 same occur, the Association agrees to take appropriate steps to end such interference. Any concerted

1 action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above
2 activities have occurred.

3 ***Section 6.2 Association's Responsibilities.*** Upon notification in writing by the Employer to
4 the Association that any of its members are engaged in a work stoppage, the Association shall
5 immediately, in writing, order such members to immediately cease engaging in such work stoppage
6 and provide the Employer with a copy of such order. In addition, if requested by the Employer, a
7 responsible official of the Association shall order such Association members to cease engaging in such
8 work stoppage.

9 ***Section 6.3*** Any employee participating in such work stoppage or in other ways committing an
10 act prohibited in this Article shall be considered absent without leave and shall be considered to have
11 resigned.

12 **ARTICLE 7: JOB TITLES AND RATES OF PAY**

13 ***Section 7.1 Wage Rates.***

14 a. The job titles of employees covered under this Agreement and the corresponding
15 rates of pay are set forth in Addendum A which is attached hereto and made a part of this Agreement.

16 **2017** - Effective January 1, 2017, all classifications under this Agreement shall receive
17 a 2.25% General Wage Increase.

18 **2018** - Effective January 1, 2018, all classifications under this Agreement shall receive
19 a 2.25% General Wage Increase.

20 **2019** - Effective January 1, 2019, all classifications under this Agreement shall receive
21 a 2.6% General Wage Increase.

22 ***Section 7.2 Merit Pay Plan Eligibility.*** FLSA Exempt employees are eligible to receive merit
23 pay step increases pursuant to the King County Merit Pay Plan for the duration of this Agreement,
24 except that employees shall not be eligible for above-top-step merit pay.

25 ***Section 7.3 Position Vacancies and Transfers.*** Except where reassignments are made by the
26 Employer, vacancies created within the job titles covered by this Agreement by virtue of separation or
27 newly created positions shall be posted for not less than ten (10) consecutive days; provided, however,
28 the Employer retains the right to determine who, if anybody, shall be selected for and/or transferred to

1 said vacancy.

2 a. The Department recognizes that it is preferable to fill vacancies with qualified
3 employees from within the Department rather than by hiring persons from outside the Department.
4 The Department may identify special skills and abilities and recruit externally concurrently with
5 internal recruitment for these positions in order to hire in a timely manner.

6 b. The Department shall announce all position vacancies with stated minimum
7 qualifications on the Department web site (www.kingcounty.gov/health).

8 c. Interview screened applicants meeting minimum qualifications from within the
9 bargaining unit.

10 d. Make selections for promotional positions in accordance with appropriate personnel
11 regulations and ordinances.

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

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

22 g. An employee who receives an involuntary transfer may choose to be laid off and
23 placed on the recall list. If the employee accepts the transfer, the employee will not be required to
24 serve a probationary period.

25 ***Section 7.4 Salary Step Placement for Transfer.*** Employees who transfer from the jail to a
26 non-jail position of the same job title or from a non-jail to jail position shall remain at the same salary
27 step number of the applicable salary range. For example, a Personal Health Services Supervisor at
28 Step 7 on the jail salary range who transfers to a non-jail position shall be placed on Step 7 of the non-

1 jail range.

2 **Section 7.5 Salary upon Reclassification or Promotion.** An employee who is promoted shall
3 be placed either in the first step of the new salary range or at the step which is nearest to but not less
4 than two steps more than the employee's former salary step, whichever is greater, but not to exceed the
5 top step of the new salary range. If an Assistant Personal Health Services Supervisor position is
6 reclassified to a Personal Health Services Supervisor classification, the wage rate of the incumbent
7 employee will be adjusted to the next step increase, similar to a promotion. When promotional
8 movement between job titles also involves a movement to or from the jail, salary step placement shall
9 first be determined per transfer procedures in the current job title, prior to determining the appropriate
10 promotional salary step placement.

11 **Section 7.6 Salary upon Reclassification or Promotion: Non-exempt Position to Exempt**
12 **Position.** A non-exempt employee who is promoted to an exempt position shall be placed at the pay
13 step in the higher salary range resulting in an increase that constitutes an approximately five percent
14 (5%) increase above the former actual base rate of pay¹. In the event that the actual base rate of pay
15 and longevity pay, provided in Section 7.16 of this Agreement, at the time of promotion, exceeds the
16 new promotional rate (approximately five percent (5%) above the former actual base rate), the
17 employee shall be y-rated (frozen) at the former actual base rate of pay and longevity pay added. In no
18 event will an employee be placed above the maximum of the pay range.

19 **Section 7.7 Mileage Reimbursement and Parking.** An employee who is required by the
20 Employer to provide a personal automobile for use in Health Department business shall be reimbursed
21 for such use at the rate established by ordinance by the County Council, for all miles driven in the
22 course of Health Department business.

23 For those jail nurses who travel between jail facilities and use their personal automobile,
24 parking shall be provided downtown at the Department's expense. The Employer shall make parking
25 options available in close proximity to the jail for employees working evening and/or night shifts.

26
27
28 ¹ As for hourly employees, former actual base rate of pay (current annualized base salary) are listed in Addendum A of this Agreement.

Section 7.8 Performance Evaluations.

a. The Employer shall maintain a performance evaluation system relating to employees covered by this Agreement. The performance evaluation system shall be used as a method in measuring an employee's performance in accomplishing, in the most efficient and effective manner, the goals and objectives of the Employer as they relate to employees covered by this Agreement. The performance evaluation system shall encompass performance expectations based upon the goals and objectives of the position being evaluated. The performance evaluation system to be used by the Employer will be presented to the Nurse Practice Committee for review and comment prior to adoption.

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

c. The evaluation shall be prepared on a format devised by the Employer and presented by an evaluator who has been instructed in the method of evaluation used and who has been responsible for the supervision of the evaluatee's work.

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

e. The evaluation shall be signed and dated by both the evaluator and evaluatee to 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

1 within two (2) weeks after the conference, comment in writing relative to the substance of the
2 evaluation either on the evaluation form or have his/her written comments affixed to the evaluation.

3 f. Employees shall be evaluated at least once during their probationary period and no
4 less than annually thereafter.

5 **Section 7.9 Professional Liability Insurance.** Employees covered by this agreement are
6 covered by the liability protection as provided in the King County Code for acts committed in good
7 faith and within the scope of the official County duties.

8 **Section 7.10 Standby Duty for Non-Exempt Employees.** Employees placed on standby duty
9 for purposes of receiving calls during their off hours shall be compensated for such standby duty by
10 receiving ten percent (10%) of their straight-time hourly rate for all hours assigned. Employees will
11 record all calls while on standby and will submit an overtime or compensatory time request for all
12 hours actually worked.

13 **Section 7.11 Licensing/Certification.** All nurses must meet licensing and certification
14 requirements as a condition of hire and continued employment. Nurses working in positions at the
15 detention facilities (e.g., KCCF, MRJC) must obtain and maintain security clearances to those
16 facilities. Nurses failing to maintain necessary security clearances, licenses or certifications will be
17 demoted or terminated from employment. The Employer shall pay for the cost of the following fees
18 for all regular full-time and part-time Supervisors and Assistant Supervisors:

19 Renewal for Registered Nurse License

20 Renewal for Nurse Practitioner License

21 Renewal for ANA Certification

22 Application and renewal fees of state authorized prescriptive authority
23
24
25
26
27
28

Section 7.12 Advance Step Hire. Employees may be hired at up to Step 10 of the salary range upon the approval of the Health Department Director. The Health Department agrees to use the general criteria developed by the conference committee: The decision of the Director is not grievable.

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

Program management, staff development and training QI/QA,
evaluation, clinical teaching or other leadership experience (c.h.
theory - RN) 2 years = 1 step with 2 step maximum

Master's degree/Ph.D./Doctorate of Nursing Practice = 1 step

Supervisory and/or management experience specific to setting 2 years =
1 step with 4 step maximum

Section 7.13 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 his/her 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.

| | |
|----------------------|-----------------|
| <i>Evening Shift</i> | \$2.50 per hour |
|----------------------|-----------------|

| | |
|--------------------|-----------------|
| <i>Night Shift</i> | \$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.

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

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

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

1 **Section 7.14 Jail Premium.** Employees assigned to the Jail Health Services shall receive a
2 rate of pay that is 15% (fifteen percent) higher than the salary range for other non-jail positions. The
3 Jail Health Services rate thus becomes a “base” or “regular” rate of pay for this assignment and is
4 included in the computation for overtime and is payable for paid leave and holiday pay.

5 **Section 7.15 Weekend Premium for Non-Exempt Employees.** A weekend premium shall be
6 paid for all hours of work on weekends at the rate of \$4.00 per hour. This premium shall not be
7 included in the base rate of pay for purposes of determining paid leave benefits. The weekend begins
8 with the night shift on Friday and through evening shift on Sunday.

9 **Section 7.16 Longevity Premium.** Full-time regular and part-time regular employees shall
10 receive the following longevity premiums based upon their length of service with the Department:

| | | |
|----|--|------------------------------|
| 11 | after 8 years (96 months) of service | 2% above the employee’s Step |
| 12 | after 10 years (120 months) of service | 3% above the employee’s Step |
| 13 | after 12 years (144 months) of service | 4% above the employee’s Step |
| 14 | after 15 years (180 months) of service | 5% above the employee’s Step |
| 15 | after 17 years (204 months) of service | 6% above the employee’s Step |
| 16 | after 20 years (240 months) of service | 7% above the employee’s Step |

17
18 **Section 7.17 Salary Upon Successful Completion of Probation.** Full-time and part-time
19 regular employees will advance to the next higher step upon completion of probation.

20 **ARTICLE 8: VACATIONS**

21 **Section 8.1 Credited Hours for Accrual.** Annual vacations with pay shall be granted to
22 eligible employees computed at the rate shown in Section 3 for each hour on regular pay status. In
23 2017, one additional vacation day will be added to the vacation bank of all employees covered by this
24 Agreement and also employed by the County on the date the tentative agreement was reached with
25 King County. In 2018, two additional vacation days will be added to the vacation bank in the first full
26 pay period of 2018 for all employees covered by this Agreement employed on the date the tentative
27 agreement was reached with King County. The three additional vacation days referenced above are
28 granted on a one-time only basis only and do not establish an ongoing *status quo* obligation to continue

providing extra vacation hours past January 1, 2018.

Section 8.2 Regular Pay Status. “Regular Pay Status” is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave.

Section 8.3 Accrual Rates. The vacation accrual rate shall be determined in accordance with the rates set forth below:

| 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 8.4 Accumulation and Use of Vacation. Eligible employees shall accumulate vacation from the date of entering Health Department service and may use accumulated vacation with pay after six (6) months on regular pay status with Employer approval.

Section 8.5 Maximum Accrual.

a. An employee may accumulate a vacation balance which shall not exceed 480 hours at the end of any calendar year. Any hours in excess of 480 at the end of any calendar year shall be removed from the employee’s vacation balance.

b. Exceptions to Section 8.5(a) can be made pursuant to King County Code section

1 3.12.190E (cyclical work loads, work assignments or other reasons as may be in the best interests of
2 the county) and when the Employer cancels an employee's previously scheduled vacation which has
3 been approved by the Health Department and the Department Director concurs in such exception. The
4 exception cannot be continued for more than three (3) months.

5 **Section 8.6 For Non-Exempt Employees.** The minimum vacation allowance to be used by an
6 employee shall be one hour or, at the discretion of the head of the department, such lesser amount as
7 may be approved by the department head or designee. This Section does not apply to exempt
8 employees.

9 **Section 8.7 Vacation Payoff upon Termination.** An employee who terminates employment
10 after more than six (6) months service shall be paid in a lump sum for any unused vacation accrued,
11 not to exceed the maximum year-end balance. Upon the death of an employee in active service, such
12 payment will be made to the estate of the deceased employee.

13 **Section 8.8 Vacation Use for Medical Reasons.** Where an employee has exhausted his/her
14 sick leave balance, the employee can use vacation for further leave in excess of that leave already
15 provided in Article 10 Sick Leave and Leaves of Absence, Section 8, Family and Medical Leave, with
16 prior approval of the Department Director. In all other instances, employees must use all accrued
17 vacation prior to beginning a leave of absence unless an exception is approved by the Department
18 Director.

19 **Section 8.9 Vacation Requests.** All vacation time shall be approved in advance in writing to
20 the employee. A good faith effort will be made to provide the approval in a timely manner.

21 **Section 8.10** Employees may donate vacation time consistent with the provisions of County
22 Code.

23 1. Any full-time regular employee or part-time regular employee, who is employed at
24 least half-time and receives vacation and sick leave may donate a portion of his or her accrued vacation
25 leave to a full-time regular employee or part-time regular employee who is employed at least half-time
26 and receives vacation and sick leave. Such donation will occur upon written request to and approval of
27 the donating and receiving employees' department director(s), except that requests for vacation
28 donation made for the purposes of supplementing the sick leave benefits of the receiving employee

1 shall not be denied unless approval would result in a departmental hardship for the receiving
2 department.

3 2. The number of hours donated shall not exceed the donor's accrued vacation credits
4 as of the date of the request. No donation of vacation hours shall be permitted where it would cause
5 the employee receiving the transfer to exceed his or her maximum vacation accrual.

6 3. Donated vacation leave hours must be used within ninety (90) calendar days
7 following the date of donation. Donated hours not used within ninety (90) days, or due to the death of
8 the receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded from
9 vacation leave payoff provisions contained in this chapter. For purposes of this section, the first hours
10 used by an employee shall be accrued vacation leave hours.

11 4. All vacation hours donated shall be converted to a dollar value based on the donor's
12 straight time hourly rate at the time of donation. Such dollar value will then be divided by the
13 receiving employee's hourly rate to determine the actual number of hours received. Unused donated
14 vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time
15 of re-conversion.

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

ARTICLE 9: HOLIDAYS

Section 9.1 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 |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | |
| Christmas Day | December 25 |
| Two (2) Personal Holidays | |

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

Section 9.2 To minimize disruption of public services, the Employer 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 9.3 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

1 absence requested by the Department.

2 ***Section 9.4 Holiday Premium Pay for Non-Exempt Employees.*** Employees who work on a
3 holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall either be
4 paid at the rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked or be
5 granted time off at the rate of one and one-half (1-1/2) times the hours worked (compensatory time).
6 Compensation in the form of compensatory time must be agreeable to both the affected employee and
7 the Department Director or his/her designee. This section does not apply to exempt employees.

8 ***Section 9.5 Personal Holidays.***

9 a. Employees shall be granted two personal holidays per year. The first holiday shall
10 be granted to all eligible employees employed by King County on the first of October and the second
11 holiday shall be granted to all eligible employees employed on the first of November.

12 b. Personal Holidays shall be administered through the vacation plan and can be used
13 in the same manner as any earned vacation day.

14 ***Section 9.6 Holiday Pay for Non-Exempt Employees on Alternative Work Schedules.***

15 Employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted
16 no more than ninety-six (96) holiday hours per year. Regular part-time employees scheduled to work
17 twenty (20) or more hours per week shall be granted a proportionate amount of holiday hours. For
18 instance, an employee scheduled to work twenty hours per week shall be granted one half, forty-eight
19 (48) hours, of the ninety-six (96) holiday hours. This section does not apply to exempt employees.

20 ***Section 9.7 Pro-ration of Holiday Benefits (including Personal Holidays).*** Benefit eligible
21 employees who are assigned to work less than 40 hours per week on a regular basis shall accrue these
22 holidays on a pro-rated basis, based on their regularly scheduled hours of work.

23 **ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE**

24 ***Section 10.1 Definitions.***

25 A. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a
26 child of a person standing in loco parentis who is: (1) Under eighteen years of age; or (2) eighteen
27 years of age or older and incapable of self-care because of a mental or physical disability.

28 B. Grandparent means a parent of a parent of an employee.

1 C. Parent means a biological parent of an employee or an individual who stood in loco
2 parentis to an employee when the employee was a child.

3 D. "Parent-in-law" means a parent of the spouse or domestic partner of an employee.

4 E. "Spouse" means the married partner of an employee.

5 F. "Domestic partner" means a Washington State Registered Domestic Partnership as
6 defined in RCW 26.60.030.

7 **Section 10.2 Accrual Rate.** A uniform plan for sick leave with pay shall be granted to eligible
8 Health Department employees. All benefit eligible employees shall accrue sick leave benefits at the
9 rate of .04616 hours for each hour on regular pay status, up to a maximum of eight hours per month.
10 Employees will accrue sick leave on an hourly basis to begin from the date of hire in a leave-eligible
11 position. There shall be no limit to the number of sick leave hours an employee may accrue. Should
12 an employee resign in good standing, separate for non-disciplinary medical reason, or be laid off, and
13 return to County employment within two years, all accrued sick leave hours will be restored.

14 Sick leave credit may be used for the following reasons:

15 a. Illness or injury which has incapacitated the employee from performing regular
16 duties.

17 b. Disability due to pregnancy and/or childbirth.

18 c. Medical or dental appointments.

19 d. Pursuant to RCW 49.12.270, accrued sick leave or other paid time off including
20 vacation or personal holidays - at the employee's discretion - may be used to care for: A child of the
21 employee who has a health condition that requires treatment or supervision; a spouse, domestic
22 partner, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an
23 emergency condition.

24 **Section 10.3 Family and Medical Leave.**

25 a. Effective January 1, 2018, all employees shall be transitioned to "concurrent" King
26 County Family Medical Leave (KCFML) benefits provided in accordance with Ordinance 18191, as
27 amended, which provides all eligible county employees with up to eighteen weeks of family and
28 medical leave, which is paid or unpaid depending upon the employee's paid leave accruals.

1 **b.** Prior to January 1, 2018, all employees shall receive “consecutive” KCFML
2 benefits, which provides up to eighteen weeks of unpaid leave will be granted in a rolling twelve (12)
3 month period (a rolling twelve (12) month period as measured backwards from the date an employee
4 starts Family and Medical Leave). Family and Medical Leave benefits shall be as provided in the King
5 County Family and Medical Leave Ordinance (KCC 3.12.220 and Personnel Guidelines 14.4.5) and
6 administered in accordance with the King County Personnel Guidelines. The County agrees to
7 maintain existing Family and Medical Leave benefits during the terms of this Agreement. The
8 employing Department will maintain its contribution for health benefits for the employee during the
9 period of family and medical leave. Employees may use sick leave and other paid leave for family
10 medical reasons as provided by federal law, King County Code (KCC 3.12.220) and the Washington
11 Family Care Act (RCW 49.12.265 - 49.12.370) and amendments thereto. As between KCC 3.12.220
12 and the Washington Family Care Act (WFCA), where the WFCA provides greater benefits to the
13 employee, the provisions of the WFCA shall govern. Otherwise, KCC 3.12.220 shall apply. Effective
14 January 1, 2018, all terms in Section 10.3 (b) shall expire and be replaced by Section 10.3 (a).

15 ***Section 10.3.1 FMLA Leave to Care for an Active Duty National Guard or Reserve Member.***

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

23 ***Section 10.3.2 FMLA Leave to Care for an Injured Service Member.*** Pursuant to federal
24 law, nurses are entitled to twenty-six (26) weeks of unpaid leave in a 12-month period to care for a
25 spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered service member with a
26 serious injury or illness when the injury or illness is incurred by an active duty member of the military
27 while in the line of duty. A covered service member is a current member of the Armed Forces,
28 including a member of the National Guard or Reserves, who is undergoing medical treatment,

recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Any FMLA leave used for reasons other than to care for a qualified service member shall count toward the 26-week limit in a 12-month period.

Section 10.4 Abuse of Sick Leave. Abuse of sick leave shall be subject to progressive discipline pursuant to King County Public Health's Attendance Management Policy dated May 2, 2011 (PER 18-2 DPH DP).

Section 10.5 Reimbursement Upon Retirement/Restoration of Sick Leave Credit

a. Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight time rate of pay of such employee in effect on the day prior to his/her retirement. Upon the death of an employee, either by accident or natural causes, thirty-five percent (35%) of such employee's accumulated sick leave credits shall be paid to his/her designated beneficiary.

b. If an employee resigns in good standing, is separated for non-disciplinary medical reasons, or is laid off, and returns to County employment within two years, accrued sick leave credit shall be restored.

Section 10.6 Training Leaves. The Employer and the Association 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 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 Association meetings and conferences which focus on job-related practice.

It is hereby agreed that Article 10, Section 5, does 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 10.7 Continuing Education Time. The Employer shall provide all employees with a minimum of five (5) days of paid leave annually for purposes of attending professional meetings,

1 seminars and classes to earn continuing education. For purposes of this section, professional meetings
2 shall be defined as: short-term conferences for professional growth and development of the individual
3 nurses related to nursing, and/or meetings and committee activities of the professional association at
4 the national, state or district level which are designed to develop and promote the programs of the
5 professional association in improving the quality and availability of nursing service and health care or
6 training. Conferences or portions of conferences relating solely to union business are not considered
7 professional meetings.

8 ***Section 10.8 Leaves of Absence.*** Leaves of absence shall be administered in accordance with
9 the Employer Personnel Guidelines.

10 ***Section 10.9 Leaves of Absence Requests.*** All leaves of absence are to be requested in writing
11 as far in advance as possible, stating all pertinent details and the amount of time requested. An
12 employee shall not lose accrued years of seniority when granted an unpaid leave of absence for up to
13 one year. Unpaid leaves of absence for 30 calendar days or less shall not result in a loss of service
14 credit or an adjustment to the service date.

15 ***Section 10.10 Military Leave.*** Pursuant to RCW 38.40.060 Military Leaves for Public
16 Employees, every officer and employee of the state or of any county, city or other political subdivision
17 thereof who is a member of the Washington national guard or of the army, navy, air force, coast guard,
18 or marine corps reserve of the United States, or of any organized reserve or armed forces of the United
19 States shall be entitled to and shall be granted military leave of absence from such employment for a
20 period not exceeding twenty-one (21) days during each year beginning October 1st and ending the
21 following September 30th. Such leave shall be granted in order that the person may report for required
22 military duty, training or drills, including those persons in the National Guard. Such military leave of
23 absence shall be in addition to any vacation or sick leave to which the officer or employee might
24 otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the
25 period of military leave, the officer or employee shall receive from the state, or the county, city, or
26 other political subdivision his or her normal pay.

27 ***Section 10.10.1 Military Spouse Leave.*** Pursuant to state law, RCW 49.77.030, during a
28 period of military conflict a nurse who is the spouse of a member of the armed forces of the United

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

10 **Section 10.11 Jury Duty.** An employee shall suffer no monetary loss while on jury duty. The
11 amount of any compensation derived from jury duty during the employee's normal work schedule,
12 except for transportation allowance, shall be deducted from the gross pay due the employee for such
13 period; provided that an employee excused by the court on any day of such duty falling within his/her
14 normal (non-evening, non-night) work schedule shall notify his/her supervisor and if so directed report
15 for work for the balance of his/her normal shift.

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

25 **Section 10.12 Wellness Incentive.** FLSA non-exempt employees within the bargaining unit
26 who, in a calendar year ending on December 31st each year, use less than thirty-three (33) hours of
27 sick leave may convert sixteen (16) hours of unused, accrued sick leave to two (2) vacation days to be
28 used in the following year.

1 **Section 10.13 Donation of Sick Leave.** Employees may donate sick leave consistent with the
2 provisions of County Code (KCC 3.12.223 (B).)

3 1. Any full-time regular employee or part-time regular employee who is employed at
4 least half-time and receives vacation and sick leave may donate a portion of his/her accrued sick leave
5 to a full-time regular employee or part-time regular employee who is employed at least half-time and
6 receives vacation and sick leave, upon written notice to the donating and receiving employees'
7 department director(s).

8 2. No donation shall be permitted unless the donating employee's sick leave accrual
9 balance immediately subsequent to the donation is one hundred (100) hours or more. No employee
10 may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

11 3. Donated sick leave hours must be used within ninety (90) calendar days. Donated
12 hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the
13 donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in
14 this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of
15 this section, the first hours used by an employee shall be accrued sick leave hours.

16 **Section 10.14** All donations of sick leave made under this section are strictly voluntary.
17 Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or
18 benefits in exchange for donating vacation or sick leave hours.

19 **Section 10.15** Sick leave hours donated shall be converted to a dollar value based on the
20 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the
21 receiving employee's hourly rate to determine the actual number of hours received. Unused donated
22 vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time
23 of re-conversion.

24 **Section 10.16 Domestic Violence Leave.** Pursuant to RCW chapter 49.76, if nurses are
25 victims of domestic violence, sexual assault or stalking, they may take reasonable leave from work,
26 intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement
27 assistance or seek treatment by a healthcare provider, mental health counseling or social services
28 assistance. Nurses who are family members of a victim may also take reasonable leave to help such

1 family member obtain similar treatment or help. This leave is unpaid unless the nurse uses any
2 available paid time off (sick leave, vacation, etc.). The nurse must provide advance notice of his/her
3 need for such leave. In the event of an emergency or unforeseen circumstances precluding advance
4 notice, the nurse or his/her designee must provide the Employer notice of the need for such a leave no
5 later than the end of the first day that the nurse takes such leave. If the Employer requests, the nurse
6 may be required to provide verification of the need for such leave and familial relationship (e.g., a birth
7 certificate, police report, court order, or documentation from the victim's clergy member, victim
8 advocate, attorney or healthcare provider). For the purpose of this section, "family member" includes
9 a nurse's child, spouse, parent, parent-in-law, grandparent, or a person with whom the nurse has a
10 dating relationship.

11 **Section 10.17 Paid Parental Leave Benefit.**

12 **A.** Effective January 1, 2017, all employees are eligible for Paid Parental Leave
13 benefits, which supplement an employee's accrued paid leaves to provide up to a total of twelve weeks
14 of paid leave for a parent to bond with a new child.

15 **B.** An employee's supplemental leave benefit is calculated based on the employee's
16 accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying
17 event"). The employee will receive the equivalent of his or her base rate of pay for up to a total of
18 twelve weeks, when combined with the employee's accrued leave (except for one week of sick leave
19 and one week of vacation leave, or the equivalent for Benefit Time).

20 **C.** The employee is permitted to use the supplemental leave first. Additionally, the
21 employee may choose to take less than twelve weeks of leave.

22 **D.** Supplemental Paid Parental Leave is not subject to cash out.

23 **E.** An employee that does not return to work for at least six months of continuous
24 service following the paid parental leave, will be required to reimburse King County for the
25 supplemental paid parental leave funds received.

26 **Eligibility.** The benefit is available to all leave eligible employees who have been employed
27 with the County for at least six months of continuous service at the time of the qualifying event. If
28 both parents work for King County, then each employee is entitled to up to twelve weeks of Paid

1 Parental Leave.

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

6 **Concurrency.** Paid Parental Leave will run concurrently with King County's family and
7 medical leave, as well as federal and state family and medical leave laws, to the fullest extent permitted
8 by law effective January 1, 2018.

9 **Job Protection.** Paid Parental Leave is protected leave. Barring required budget cuts or
10 layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory
11 action may be taken against an employee for participating or planning to participate in the program.

12 **Health Benefits.** The employee will continue to receive all health benefits and shall continue
13 to accrue vacation and sick leave during the period of Paid Parental Leave.

14 **ARTICLE 11: BEREAVEMENT LEAVE**

15 ***Section 11.1 Annual Entitlement.*** Full-time regular employees shall be entitled to three (3)
16 working days (twenty-four hours) of bereavement leave per occurrence due to death of members of
17 their immediate family; this is not carried over into subsequent years, but starts anew each January 1.

18 ***Section 11.2 Use of Sick Leave for Bereavement Purposes.*** Employees who have exhausted
19 their bereavement leave shall be entitled to use up to three days of sick leave (twenty-four hours) for
20 each instance when death occurs to a member of the employee's immediate family. One day of sick
21 leave per occurrence may be used for the attendance of a funeral of other than a close relative or a
22 significant person living in the employee's household.

23 ***Section 11.3 Pro-rata Benefit for Part-time Employees.*** Part-time regular employees shall be
24 entitled to bereavement leave in the same proportion as the number of hours worked is to the number
25 of hours scheduled for a full-time position.

26 ***Section 11.4 Definition of Immediate Family.*** For purposes of this article, a member of the
27 immediate family is construed to mean persons related by blood or marriage or legal adoption as
28 follows or other relative or significant person living in the employee's household:

- Children
- Children of spouse or domestic partner
- Parents
- Parents of spouse or domestic partner
- Siblings
- Siblings of spouse or domestic partner
- Grandchildren
- Grandchildren of spouse or domestic partner
- Grandparents
- Grandparents of spouse or domestic partner
- Spouse or domestic partner
- Legal guardian

ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN

Section 12. King County presently participates in insured medical, dental, vision, 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 benefits agreement for 2017 and 2018 is attached as a Memorandum of Agreement. The Union has agreed to sign the benefits agreement and be bound by its terms and conditions, including any changes the JLMIC makes pursuant to the benefit agreement.

Section 12.1 Continuation of the Plan. Medical/Dental and Life Insurance benefits shall be as negotiated through the County Joint Labor Management Insurance Committee which negotiates with collective bargaining representatives of County employees as a group.

Section 12.2 Benefit Eligibility. Full-time regular, part-time regular, provisional, probationary and term limited employees shall be eligible for receipt of all benefits under the County's medical, dental, vision, disability and life insurance programs as determined by the County Joint Labor Management Insurance Committee.

Section 12.3 Plan Changes. In the event the JLMIC negotiates a change in medical, dental,

vision or life insurance plans which result in a decrease in benefits or increase in costs for nurses, the County will meet to discuss the impact of the changes. It is further understood that in the event that the Union elects to not agree to the successor Agreement to the 2017-2018 JLMIC benefits agreement attached as a Memorandum of Agreement, the union agrees to be bound by whatever benefit changes the JLMIC agrees to for a successor benefits agreement beginning 2019 and until such time that the Union has bargained an alternative benefits agreement with the County.

Section 12.4 Industrial Insurance. Employees covered by this Agreement shall be covered by the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.

ARTICLE 13: HOURS OF WORK AND OVERTIME

Section 13.1 Work Day. Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

Section 13.2 Work Week. The basic work week shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday. Each scheduling unit may establish a flex-time work schedule within these hours. In such a flex-time schedule, the daily and weekly work schedule shall be that which is mutually agreeable to the employee and the immediate supervisor.

Section 13.3 Overtime for Non-Exempt Employees. All work performed, at the direction of the employee's Manager, over forty (40) hours in any one (1) work week or over eight (8) hours in one (1) work day, or over ten (10) hours per day depending on the employee's regular schedule, shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the regular rate of pay, or upon request of the employee and approval of the Manager, compensatory time off at one and one-half (1-1/2) times. Compensatory time balances shall not exceed 80 hours.

Section 13.4 FLSA Exempt. Employees allocated to the classification of Nurse Manager (including Nurse Manager - Jail) and, effective January 1, 2014, employees allocated to the classification of Personal Health Services Supervisor (Clinic) are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and are not overtime eligible.

Section 13.5 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 (Executive Policy PER 8-1-2).

1 **Section 13.6 Work Schedules.** When management deems it necessary, work schedules other
2 than a Monday through Friday schedule may be established and hours other than 40 per week may be
3 established. The Employer acknowledges its obligation to notify WSNA and negotiate significant
4 changes of work schedules, prior to implementation.

5 **Section 13.7 Alternative Work Schedules.** It is hereby agreed that the Employer may, upon
6 agreement with the employee, implement alternative work schedules affecting employees covered by
7 this Agreement. Employees, individually or in groups, may request an alternative work schedule. The
8 request will be reviewed to see if it meets the business needs of the site. If the request is denied, the
9 basis for the denial (an explanation of how-why the schedule does not meet the business needs of the
10 site) will be provided in writing to the employee. Additionally, the employee is entitled to have the
11 decision on the request reviewed at one step on the organization chart above the employee's
12 supervisor, provided a request for such review is made in writing within ten (10) business days of
13 receipt of the initial decision.

14 An alternative work schedule is defined as any schedule of hours of work other than the
15 traditional five eight-hour days within a seven day work week. Examples of alternative work
16 schedules include but are not limited to:

- 17 • 4 10-hour work days;
- 18 • a 9/8-off alternating work week schedule. (The record keeping time sheet for this
19 schedule must be the one which meets the FLSA standards dividing between two work weeks mid shift
20 on the fifth day of work which is either 8 hours or a day off).

21 In administering the four (4) day, forty (40) hour work week, the following working conditions
22 shall prevail:

- 23 a. Overtime shall be paid for any hours worked in excess of the established work day of
24 at least eight (8) hours or overtime shall be paid for any hours in excess of forty (40) hours per week;
- 25 b. Vacation benefits shall be accrued and expended on an hourly basis;
- 26 c. Sick Leave benefits shall be accrued and expended on an hourly basis;
- 27 d. Holidays shall be granted in accordance with Article 9 of this Agreement;
- 28 e. Employee participation shall be on a voluntary basis.

1 ***Section 13.8 Paid Status for Negotiation Team Members.*** Each employee who participates in
2 bargaining as part of the WSNA bargaining team during the respective employee's work hours shall
3 remain on County paid status for no more than one hundred fifty (150) hours of County paid release
4 time for the bargaining sessions resulting in a labor agreement. If negotiations exceed one hundred
5 fifty (150) hours, WSNA will be responsible for requesting additional paid status hours for its
6 negotiation team members employed by the County.

7 **ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION**

8 ***Section 14.1 Payment for Work Out of Classification.*** Whenever an employee is assigned in
9 writing by proper authority to perform all the duties and accept all of the responsibility of an employee
10 at a higher paid classification he/she shall be paid at the rate established for such classification while
11 performing such duties and accepting such responsibility. The rate of pay will be determined as for a
12 promotion, in accordance with Article 7.6 or 7.7, as appropriate, of this Agreement. Proper authority
13 shall be a supervisory employee in the line of organization outside of the bargaining unit, and if his/her
14 position is to be filled, proper authority shall be his/her supervisor. Employees assigned to perform the
15 duties of Nurse Manager as an Out of Classification assignment are not overtime eligible and shall be
16 eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave
17 Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

18 ***Section 14.2*** An employee assigned to a training position (training status) shall be under the
19 supervision and guidance of her/his immediate supervisor, and shall not remain in the training position
20 for more than twenty (20) consecutive normal working days.

21 **ARTICLE 15: CONFERENCE COMMITTEE**

22 The Health Department jointly with the elected representative of the employees covered by
23 Addendum A of this Agreement shall establish a Supervisors' Conference Committee to assist with
24 mutual problems regarding supervisory issues, and for the purpose of discussing and facilitating the
25 resolution of all problems which may arise between the parties other than those for which another
26 procedure is provided by law or by other provisions of this Agreement. The function of the committee
27 shall be limited to an advisory rather than a decision-making capacity. Such committee shall be on a
28 permanent basis and meet as mutually agreed, and shall consist of three representatives of

1 administration and three representatives of the employees. Washington State Nurses Association
2 representatives may attend meetings upon invitation or after giving prior notification to the Committee.
3 When an issue is presented by the employee representatives of the Association at a Conference
4 Committee, and the issue is not resolved or has not been addressed to the satisfaction of the
5 Association within 30 calendar days, the Association may reduce the substance of the issue to writing
6 indicating that it had been discussed in the Conference Committee and thereafter forward the issue to
7 the Director of Public Health. The Director shall personally or through his/her designated
8 representative respond in writing to the issue raised by the Association within 15 calendar days
9 clarifying the position of the Department relative to the issue raised.

10 **ARTICLE 16: NURSING PRACTICE COMMITTEE**

11 A. Nursing Practice Committee may, at the request of the Association, be established within
12 the Seattle-King County Department of Public Health. The purpose of this Committee is to discuss
13 possible methods and means to enhance nursing practice and patient care. The Committee is an
14 appropriate forum to discuss definition of levels of practice. The Committee shall be composed of two
15 (2) supervisory employees covered by this Agreement, five (5) non-supervisory employees covered by
16 the Washington State Nurses Association Staff Nurses Agreement who shall be appointed by each of
17 the Association's Local Units, and two (2) representatives of the Department Head, preferably the
18 Chief of Nursing Services and a District Administrator. The Nursing Practice Committee shall meet
19 monthly. Each Committee member shall be entitled to all paid hours for the purpose of attending the
20 monthly meeting, and when necessary, not more than one paid hour for preparation for same each
21 month. Such meetings shall be scheduled in advance and so as to minimize conflict with regularly
22 assigned duties. The Committee shall prepare an agenda and keep minutes of all meetings. A copy of
23 the agenda and minutes shall be forwarded to the Department Head as well as to each District
24 Administrator. Upon request, employees may review the minutes of the meeting.

25 The Committee will not discuss matters subject to collective bargaining and shall function in a
26 consultative capacity rather than a decision-making capacity.

27 Issues left unresolved may be presented by the employee or supervisory representatives in
28 writing to the Department Director with a proposed resolution. The Director, or his/her designee, shall

respond in writing to the issue within thirty (30) calendar days.

ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/REHIRES (SUPERVISORS)

Section 17.1 Definitions. The following definitions shall apply for the purposes of administering this Article:

a. Seniority is the employee's total uninterrupted time in the bargaining unit, measured as total non-overtime compensated hours.

b. Layoff is the involuntary termination of employment due to reduction in force or reduction of work hours.

c. Classification is a group of positions that are sufficiently similar in their duties, responsibilities and authority that the same descriptive title may be used to designate each position allocated to the classification. The classifications covered by this Agreement are Assistant Personal Health Services Supervisor, Personal Health Services Supervisor and Nurse Manager.

d. Qualified means the employee possesses the required 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.

e. Break in Service is a voluntary quit, retirement or termination for just cause. Authorized paid and unpaid leaves of absence are not breaks in service.

Section 17.2 When the Department determines there is a need to reduce or eliminate the working hours of the workforce, the Department shall identify by job classification and work site which positions(s) are to be reduced or eliminated.

Section 17.3 An incumbent employee in a position to be eliminated shall be notified at least thirty days prior to the effective date. The notice will include information about the options provided in this Section. A copy of the notice will be provided to the Association at the same time as the notice to the affected employee. The employee shall be allowed fourteen calendar days to elect one of the following options:

a. The employee may accept appointment to a vacant position within the bargaining unit for which the employee is qualified. In the case of an involuntary decrease in hours, an affected employee shall be given first right of refusal over the decreased hours before such position is posted.

1 The Department must offer a vacant bargaining unit position to a qualified employee subject to layoff,
2 if the position is at the same salary range as the position from which the employee is laid off, and if the
3 Department intends to fill the position.

4 **b.** The employee may voluntarily demote to a vacant bargaining unit position in a job
5 classification with a lower maximum pay rate, provided the employee is qualified and the Department
6 intends to fill the position.

7 **c.** The employee may elect to be laid off.

8 **d.** The employee may displace (bump) the least senior employee in the same job
9 classification, provided the employee is qualified for the position. A Supervisor may bump the least
10 senior employee in the Assistant Supervisor job classification, provided the Supervisor is qualified for
11 the Assistant Supervisor position, if there is no other employee in the Supervisor job classification with
12 less seniority than the employee to be laid off. For bumping purposes, there is no distinction between
13 Jail and Non-jail positions.

14 **e.** A member of this bargaining unit may bump the least senior employee in a job
15 classification within the Staff Nurses bargaining unit represented by the Association, provided, 1) the
16 employee has completed a probationary period in that classification, 2) the employee has the required
17 qualifications for the position, 3) the employee has greater seniority than the least senior employee in
18 that job classification, 4) there is no position in this bargaining unit into which the employee can bump
19 and 5) there is no more than a two year break in service between the last work day in a Staff Nurses'
20 career service position, and the first work day in a career service position covered by this Agreement.
21 For purposes of bumping into the Staff nurses bargaining unit, seniority shall be as defined in the Staff
22 Nurses Agreement, and as attained by the employee on his/her last work day in a Staff Nurses career
23 service position; A Nurse Practitioner without prescriptive authority shall not bump a Nurse
24 Practitioner with prescriptive authority.

25 **Section 17.4** When the Department determines to eliminate multiple positions, the incumbents
26 in the positions to be eliminated shall select their options under Section 2 above in the following
27 procedure:

28 **a.** The employees will designate a first, second and third choice among the options;

1 b. Option choices will be allocated in order of seniority, the most senior employee
2 having priority; provided, however, bumping choices will be allocated according to c. below:

3 c. It is the intent for bumping to proceed in reverse seniority order, with the least senior
4 employee the one to be displaced first. No employee may be bumped ahead of the least senior
5 employee in the same job classification.

6 d. An exception to c. above may be authorized by the Department Director, with notice
7 to the Association, only if bumping out of order is required to retain essential skills or qualifications.

8 **Section 17.5** Once the employee has selected an option, the selection may not be changed
9 except by approval of the Department Director or designee.

10 **Section 17.6** The Chief of Nursing Services shall determine which positions an employee
11 subject to layoff is qualified to select as an option. This decision shall be final; however, an employee
12 may request and the Chief of Nursing Services may agree to allow an employee to bump into a
13 position for which he/she has not been deemed qualified, and serve a six months' probation period.
14 The determination whether an employee is qualified will assume an appropriate orientation to the new
15 position.

16 **Section 17.7** Employees who are laid off shall be placed on a recall list for a period of two
17 years from the date of layoff. Employees shall be recalled to openings in the classification from which
18 laid off in seniority order, the most senior to be recalled first. Refusal of a job offer that is the same
19 FTE, same shift, classification and site may be grounds for removal from the recall list. The
20 Department will offer positions to qualified and available employees on the recall list before making
21 any offers to persons outside the Department.

22 **Section 17.8** The Department and/or Human Resources Division, Department of Executive
23 Services may offer additional layoff options in accordance with the King County Workforce
24 Management Plan, including but not limited to, placement in other King County positions as provided
25 in the Workforce Management Plan or other County policies.

26 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF/REHIRES (NURSE MANAGERS)**

27 **Section 18.1 Definitions.** The following definitions shall apply for the purposes of
28 administering this Article:

1 **a. Seniority** is the employee's total uninterrupted time in the bargaining unit, measured
2 as total non-overtime compensated hours.

3 **b. Layoff** is the involuntary termination of employment due to reduction in force or
4 reduction of work hours.

5 **c. Classification** is a group of positions that are sufficiently similar in their duties,
6 responsibilities and authority that the same descriptive title may be used to designate each position
7 allocated to the classification. The classifications covered by this Agreement are Assistant Personal
8 Health Services Supervisor, Personal Health Services Supervisor and Nurse Manager.

9 **d. Qualified** means the employee possesses the required knowledge, skills and abilities
10 to competently perform the duties of a position; including required licenses and/or certifications, and
11 would be eligible to be appointed to the position as a new hire.

12 **Section 18.2** When the Department determines there is a need to reduce or eliminate the
13 working hours of the workforce, the Department shall identify by job classification and work site
14 which positions(s) are to be reduced or eliminated.

15 **Section 18.3 Layoff for Nurse Managers.** An incumbent employee in a position to be
16 eliminated shall be notified at least thirty days prior to the effective date. The notice will include
17 information about the options provided in this Section. A copy of the notice will be provided to the
18 Association at the same time as the notice to the affected employee. The employee shall be allowed
19 fourteen calendar days to elect one of the following options:

20 **a.** The employee may accept appointment to a vacant position within the bargaining
21 unit for which the employee is qualified. In the case of an involuntary decrease in hours, an affected
22 employee shall be given first right of refusal over the decreased hours before such position is posted.
23 The Department must offer a vacant bargaining unit position to a qualified employee subject to layoff,
24 if the position is at the same salary range as the position from which the employee is laid off, and if the
25 Department intends to fill the position.

26 **b.** The employee may elect to be laid off.

27 **Section 18.4 Bumping for Nurse Managers.** (Note: For bumping purposes, there is no
28 distinction between Jail and Non-Jail positions.) A Nurse Manager slated for lay off may displace

(bump) the least senior employee in the classification of Nurse Manager, provided the employee is qualified for the position. A Nurse Manager may bump the least senior employee in the Supervisor job classification of Assistant Personal Health Services Supervisors and Personal Health Services Supervisors, provided the Nurse Manager, 1) the employee has completed a probationary period in that classification, 2) the employee has the required qualifications for the position, 3) the employee has greater seniority than the least senior employee in that job classification, 4) there is no position in this bargaining unit into which the employee can bump. For purposes of bumping into the Assistant Personal Health Services Supervisors and Personal Health Services Supervisors positions, seniority shall be as defined in the Assistant Personal Health Services Supervisors and Personal Health Services Supervisors bargaining unit collective bargaining agreement, and as attained by the employee on his/her last work day in a Supervising Nurse career service position.

Section 18.5 Once the employee has selected an option, the selection may not be changed except by approval of the Department Director or designee.

Section 18.6 The Chief of Nursing Services shall determine which positions an employee subject to layoff is qualified to select as an option. This decision shall be final; however, an employee may request and the Chief of Nursing Services may agree to allow an employee to bump into a position for which he/she has not been deemed qualified, and serve a six months' probation period. The determination whether an employee is qualified will assume an appropriate orientation to the new position.

Section 18.7 Employees who are laid off shall be placed on a recall list for a period of two years from the date of layoff. Employees shall be recalled to openings in the classification from which laid off in seniority order, the most senior to be recalled first. Refusal of a job offer that is the same FTE, same shift, classification and site may be grounds for removal from the recall list. The Department will offer positions to qualified and available employees on the recall list before making any offers to persons outside the Department.

Section 18.8 The Department and/or Human Resources Division, Department of Executive Services may offer additional layoff options in accordance with the King County Workforce Management Plan, including but not limited to, placement in other King County positions as provided

1 in the Workforce Management Plan or other County policies.

2 **ARTICLE 19: SAVINGS CLAUSE**

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

9 **ARTICLE 20: WAIVER CLAUSE**

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

16 **ARTICLE 21: SAFETY STANDARDS**

17 ***Section 21.1 Safe Working Conditions.*** Safe working conditions shall be provided in
18 compliance with the Washington Industrial Safety and Health Act (WISHA).

19 ***Section 21.2 WISHA Standards.*** All work shall be performed in a competent manner in
20 accordance with the Washington Industrial Safety and Health Act (WISHA).

21 **ARTICLE 22: PRODUCTIVITY, PERFORMANCE AND EMPLOYMENT PRACTICES**

22 ***Section 22.1*** Delivery of services in the most efficient, effective and courteous manner is of
23 paramount importance in the Health Department. As a consequence, the parties hereby recognize the
24 Health Department's right to determine the methods, processes and means of providing service, the
25 rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change
26 department equipment, including the introduction of any and all new, improved or automated methods
27 or equipment, the assignment of employees to specific jobs, the determination of job content and/or job
28 duties and the combination or consolidation of jobs.

1 **Section 22.2** The Association recognizes the Employer's right to establish and/or revise
2 performance standards. Such standards may be used to determine acceptable performance levels,
3 prepare work schedules, and to measure the performance of each employee or groups of employees. In
4 establishing new and/or revising existing performance standards, the Employer shall, within a
5 reasonable time period prior to implementation, place said changes on an agenda of the Conference
6 Committee for discussion.

7 **Section 22.3 Jurisdiction of Nursing Care Quality Assurance Commission.** The Employer
8 recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is
9 licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in
10 conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality
11 Assurance Commission which is solely empowered by law to promulgate and interpret such rules and
12 regulations.

13 It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also practice in
14 conformity with the rules and regulations promulgated by the Washington State Board of Pharmacy.

15 It is understood by the parties that a Registered Nurse must notify the Nursing Office when
16 action is taken by the Board of Nursing affecting his/her license. Nurses working in positions at the
17 detention facilities (e.g., KCCF, MRJC) must obtain and maintain security clearances to those
18 facilities.

19 **Section 22.4 Progressive Discipline.** The principal objective of any disciplinary action short
20 of termination shall be to improve the performance and efficiency of an employee. To that end,
21 appointing authorities will utilize a system of progressive discipline. Examples of progressively severe
22 disciplinary actions include:

- 23 a. Oral reprimand
- 24 b. Written reprimand
- 25 c. Suspension
- 26 d. Dismissal

27 The type and level of disciplinary action will be determined by the nature and severity of the
28 behavior and/or performance deficiency leading to disciplinary action. The nurse shall have the right

1 to the attendance of a representative at disciplinary and/or investigatory meetings.

2 **Section 22.5 Personnel File.** The employees covered by this Agreement may examine their
3 personnel files in the Department's Personnel Office in the presence of the Personnel Officer or
4 designee. No other personnel files will be recognized by the Employer or the Association. Materials
5 to be placed into any employee's personnel file relating to job performance or personal conduct or any
6 other material that may have an adverse effect on the employee's employment shall be brought to
7 his/her attention with copies provided to the employee for his/her signature. Employees who challenge
8 material in their personnel files are permitted to insert material related to the challenge.

9 At the employee's request, materials relating to corrective counseling will be removed from the
10 employee's file after a twelve (12) month period, unless another act of misconduct has been committed
11 during the twelve (12) month period.

12 **ARTICLE 23: DEFINITIONS**

13 **Section 23.1 "Career service employee"** means a county employee appointed to a career
14 service position as a result of the selection procedure provided for in King County Code, Chapter 3, as
15 amended, and who has completed the probationary period.

16 **Section 23.2 "Career service position"** means all positions in the county service except for
17 those which are designated by Section 550 of the charter as follows: All elected officers; the county
18 auditor, the clerk and all other employees of the county council; the county administrative officer; the
19 chief officer of each executive department and administrative office; the members of all boards and
20 commissions; administrative assistants for the executive and one administrative assistant each for the
21 county administrative officer, the county auditor, the county assessor, the chief officer of each
22 executive department and administrative office and for each board and commission; a chief deputy for
23 the county assessor; one confidential secretary each for the executive, the chief officer of each
24 executive department and administrative office, and for each administrative assistant specified herein;
25 all employees of those officers who are exempted from the provisions of this chapter by the state
26 constitution; persons employed in a professional or scientific capacity to conduct a special inquiry,
27 investigation or examination; part-time and temporary employees; administrative interns; election
28 precinct officials; all persons serving the county without compensation; physicians; surgeons; dentists;

1 medical interns; and student nurses and inmates employed by county hospitals, tuberculosis
2 sanitariums and Departments of the county.

3 Divisions in executive departments and administrative offices as determined by the county
4 council shall be considered to be executive departments for the purpose of determining the
5 applicability of Section 550 of the charter.

6 All part-time employees shall be exempted from career service membership except all part-time
7 employees employed at least half time or more, as defined by ordinance, shall be members of the career
8 service.

9 **Section 23.3 “Employee”** means any person who is employed in a career service position or
10 exempt position.

11 **Section 23.4 “Employed at least half time or more”** means employed in a regular position
12 which has an established work schedule of not less than one-half the number of hours of the full-time
13 positions in the work unit in which the employee is assigned or when viewed on a calendar year basis,
14 910 hours or more in a work unit in which a work week of more than thirty-five but less than forty
15 hours is standard or 1040 hours or more in a work unit in which a forty hour work week is standard. If
16 the standard work week hours within a work unit varies (for instance, employees working both thirty
17 five and forty hours), the director, in consultation with the department, will be responsible for
18 determining what hour threshold will apply.

19 **Section 23.5 “Full-time regular employee”** means an employee employed in a full-time
20 regular position and, for full-time career service positions, is not serving a probationary period.

21 **Section 23.6 “Full-time regular position”** means a regular position which has an established
22 work schedule of not less than thirty-five hours per week in those work units in which a thirty-five
23 hour week is standard, or of not less than forty hours per week in those work units in which a forty-
24 hour week is standard.

25 **Section 23.7 “Part-time employee”** means an employee employed in a part-time position.
26 Under Section 550 of the charter, part-time employees are not members of the career service.

27 **Section 23.8 “Part-time position”** Means an other than a regular position in which the part-
28 time employee is employed less than half time, that is less than 910 hours in a calendar year in a work

1 unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a
2 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.
3 Where the standard work week falls between thirty-five and forty hours, the director, in consultation
4 with the department, will be responsible for determining what hour threshold will apply. Part-time
5 position excludes administrative intern.

6 ***Section 23.9 “Part-time regular employee”*** means an employee employed in a part-time
7 regular position and, for part-time career service positions, is not serving a probationary period. Under
8 Section 550 of the charter, such part-time regular employees are members of the career service.

9 ***Section 23.10 “Part-time regular position”*** means a regular position in which the part-time
10 regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year in
11 a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less than a
12 full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

13 ***Section 23.11 “Position”*** means a group of current duties and responsibilities assigned by
14 competent authority requiring the employment of one person.

15 ***Section 23.12 “Probationary employee”*** means an employee serving a probationary period in
16 a regular career service position. Probationary employees are temporary employees and excluded from
17 career service under Section 550 of the charter.

18 ***Section 23.13 “Probationary period”*** means a period of time constituting the final step in the
19 competitive screening process for career service or for promotion from one career service position to
20 another. An appointment to the career service, whether following successful completion of an initial
21 probationary period of county employment or a promotional probationary period, shall not be final
22 unless the employee successfully completes this probationary period.

23 ***Section 23.14 “Provisional appointment”*** means an appointment made in the absence of a list
24 of candidates certified as qualified by the director. Only the director may authorize a provisional
25 appointment. An appointment to this status is limited to six months.

26 ***Section 23.15 “Provisional employee”*** means an employee serving by provisional
27 appointment in a regular career service position. Provisional employees are temporary employees and
28 excluded from career service under Section 550 of the charter.

1 **Section 23.16 “Regular position”** means a position established in the county budget and
2 identified within a budgetary unit’s authorized full time equivalent (FTE) level as set out in the budget
3 detail report.

4 **Section 23.17 “Working Days”** for purposes of Article 5 Grievance Procedure shall be defined
5 as Monday through Friday excluding observed holidays.

6 **Section 23.18 “Appointing Authority”** means the county council, the executive, chief officers
7 of executive departments and administrative offices, or division managers having authority to appoint
8 or to remove persons from positions in the county service.

ARTICLE 24: TERM OF AGREEMENT

This agreement covers the period from January 1, 2017, through December 31, 2019. 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 or more than ninety (90) days prior to December 31, 2019.

APPROVED this _____ day of _____, 2017.

By: _____

King County Executive

For Washington State Nurses Association - Supervisors and
Managers - Department of Public Health:

Ed Zercher, BSN, RN, Nurse Representative

Linda Machia, Labor Negotiator/Attorney

Sean Dumas, RN, WSNA Representative

Christina Rubin, RN, WSNA Representative

**Washington State Nurses Association
Supervisors and Managers - Department of Public Health
2017 Salary Schedule (+2.25%)**

| 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) | 39.95 | 41.91 | 42.93 | 43.96 | 45.07 | 46.17 | 47.29 | 48.45 | 49.64 | 50.85 | 52.13 |
| 3313210 | 332204 | Assistant Personal Health Services Supervisor (Jail) | 45.94 | 48.20 | 49.38 | 50.56 | 51.83 | 53.09 | 54.38 | 55.73 | 57.10 | 58.50 | 59.93 |
| 3313300 | 332302 | Personal Health Services Supervisor (Clinic) | 44.00 | 46.17 | 47.29 | 48.45 | 49.64 | 50.85 | 52.11 | 53.30 | 54.50 | 55.75 | 57.15 |
| 3313310 | 332303 | Personal Health Services Supervisor (Jail) | 50.59 | 53.09 | 54.38 | 55.71 | 57.09 | 58.49 | 59.92 | 61.30 | 62.69 | 64.10 | 65.72 |

| 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) | 46.54 | 48.80 | 49.98 | 51.16 | 52.39 | 53.66 | 54.95 | 56.28 | 57.61 | 59.01 | 60.46 |
| ANNUAL | | | 96,803.20 | 101,504.00 | 103,958.40 | 106,412.80 | 108,971.20 | 111,612.80 | 114,296.00 | 117,062.40 | 119,828.80 | 122,740.80 | 125,756.80 |
| 3319200 | 333601 | Nurse Manager* (Jail) | 53.53 | 56.11 | 57.47 | 58.83 | 60.26 | 61.72 | 63.20 | 64.71 | 66.25 | 67.85 | 69.54 |
| ANNUAL | | | 111,342.40 | 116,708.80 | 119,537.60 | 122,366.40 | 125,340.80 | 128,377.60 | 131,456.00 | 134,596.80 | 137,800.00 | 141,128.00 | 144,643.20 |

***Nurse Managers are FLSA exempt**

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

**Washington State Nurses Association
Supervisors and Managers - Department of Public Health
2018 Salary Schedule (+2.25%)**

| 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) | 40.85 | 42.85 | 43.90 | 44.95 | 46.08 | 47.21 | 48.35 | 49.54 | 50.76 | 51.99 | 53.30 |
| 3313210 | 332204 | Assistant Personal Health Services Supervisor (Jail) | 46.97 | 49.28 | 50.49 | 51.70 | 53.00 | 54.28 | 55.60 | 56.98 | 58.38 | 59.82 | 61.28 |
| 3313300 | 332302 | Personal Health Services Supervisor (Clinic) | 44.99 | 47.21 | 48.35 | 49.54 | 50.76 | 51.99 | 53.28 | 54.50 | 55.73 | 57.00 | 58.44 |
| 3313310 | 332303 | Personal Health Services Supervisor (Jail) | 51.73 | 54.28 | 55.60 | 56.96 | 58.37 | 59.81 | 61.27 | 62.68 | 64.10 | 65.54 | 67.20 |

| 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) | 47.59 | 49.90 | 51.10 | 52.31 | 53.57 | 54.87 | 56.19 | 57.55 | 58.91 | 60.34 | 61.82 |
| ANNUAL | | | 98,987.20 | 103,792.00 | 106,288.00 | 108,804.80 | 111,425.60 | 114,129.60 | 116,875.20 | 119,704.00 | 122,532.80 | 125,507.20 | 128,585.60 |
| 3319200 | 333601 | Nurse Manager* (Jail) | 54.73 | 57.37 | 58.76 | 60.15 | 61.62 | 63.11 | 64.62 | 66.17 | 67.74 | 69.38 | 71.10 |
| ANNUAL | | | 113,838.40 | 119,329.60 | 122,220.80 | 125,112.00 | 128,169.60 | 131,268.80 | 134,409.60 | 137,633.60 | 140,899.20 | 144,310.40 | 147,888.00 |

***Nurse Managers are FLSA exempt**

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

**Washington State Nurses Association
Supervisors and Managers - Department of Public Health
2019 Salary Schedule (+2.60%)**

| 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) | 41.91 | 43.96 | 45.04 | 46.12 | 47.28 | 48.44 | 49.61 | 50.83 | 52.08 | 53.34 | 54.69 |
| 3313210 | 332204 | Assistant Personal Health Services Supervisor (Jail) | 48.19 | 50.56 | 51.80 | 53.04 | 54.38 | 55.69 | 57.05 | 58.46 | 59.90 | 61.38 | 62.87 |
| 3313300 | 332302 | Personal Health Services Supervisor (Clinic) | 46.16 | 48.44 | 49.61 | 50.83 | 52.08 | 53.34 | 54.67 | 55.92 | 57.18 | 58.48 | 59.96 |
| 3313310 | 332303 | Personal Health Services Supervisor (Jail) | 53.07 | 55.69 | 57.05 | 58.44 | 59.89 | 61.37 | 62.86 | 64.31 | 65.77 | 67.24 | 68.95 |

| 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) | 48.83 | 51.20 | 52.43 | 53.67 | 54.96 | 56.30 | 57.65 | 59.05 | 60.44 | 61.91 | 63.43 |
| ANNUAL | | | 101,566.40 | 106,496.00 | 109,054.40 | 111,633.60 | 114,316.80 | 117,104.00 | 119,912.00 | 122,824.00 | 125,715.20 | 128,772.80 | 131,934.40 |
| 3319200 | 333601 | Nurse Manager* (Jail) | 56.15 | 58.86 | 60.29 | 61.71 | 63.22 | 64.75 | 66.30 | 67.89 | 69.50 | 71.18 | 72.95 |
| ANNUAL | | | 116,792.00 | 122,428.80 | 125,403.20 | 128,356.80 | 131,497.60 | 134,680.00 | 137,904.00 | 141,211.20 | 144,560.00 | 148,054.40 | 151,736.00 |

***Nurse Managers are FLSA exempt**

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

MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2017 through December 31, 2018
For Represented Benefits-Eligible Employees
By and Between King County
And
Washington State Nurses Association
Supervisors and Managers - Department of Public Health

WHEREAS, certain designated representatives of King County ("County") and the Unions signatory to this Memorandum of Agreement ("Agreement") have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purposes of negotiating the plan provisions and funding of the County's fully insured and self-insured medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs ("insured benefits"); and

WHEREAS, the County and the Unions signatory hereto have agreed to a format for funding and negotiating plan provisions to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, it is the policy objective of the County that a sustainable compensation package be achieved by reducing the year-over-year growth rate of the county's overall employee compensation budget to align with the county's population-adjusted inflation rate; and

WHEREAS, the total compensation budget includes, but is not limited to, adopted expenditures for all wages, leaves, retirement contributions, and insured benefits for active employees; and

WHEREAS, the County provides total compensation in a manner that is sustainable and enables it to recruit and retain quality employees; and

WHEREAS, the County and the Unions agree that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan ("HMO"), and a Preferred Provider Organization Plan ("PPO"); and

WHEREAS, the JLMIC agrees to explore options that incent benefits-eligible employees to choose health care that is more effective and produces better health outcomes;

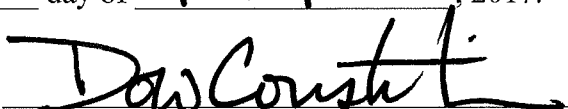
NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. **Scope of Agreement.** This Agreement shall apply to all county employees represented by the Unions signatory hereto ("the Parties"), with the exception of employees represented by the Amalgamated Transit Union, Local 587, and the King County Police Officers' Guild. In addition, this Agreement shall apply to any non-represented County employees identified by Council to be treated in the same way as the represented employees covered by this Agreement. All employees to which this Agreement applies shall be referred to as "JLMIC-Eligible Employees."
2. **Continuation of JLMIC Protected Fund Reserve.** The balance of the 2016 JLMIC Protected Fund Reserve ("PFR") shall be carried over to this Agreement and the PFR shall continue to be maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases to the cost of those insured benefits for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.
3. **County Funding Rate.**
 - A. **2017.** Commencing on January 1, 2017, the County shall maintain the same funding rate contributed in 2016 (i.e., \$1,465 per month) on behalf of each JLMIC-Eligible Employee.
 - B. **2018.** Commencing on January 1, 2018, the County shall contribute four percent (4%) more than was contributed in the prior year (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.
4. **Insufficient County Funding.** To the extent that the County's funding rate identified in Paragraph 3, and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, are at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible Employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.
5. **Excess County Funding.** To the extent that the County's funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provide greater funding than is necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the Parties agree that the excess shall be added to the PFR.

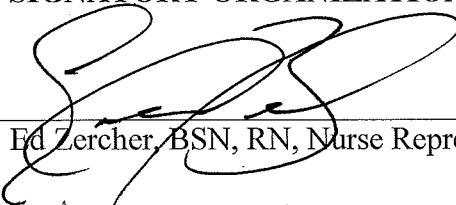
6. **Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachments A and B, including but not limited to maintaining the 2016 JLMIC-Eligible Employees' out-of-pocket costs for the PPO Plan and HMO Plan, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The parties hereby agree to make the following modifications:
- a. Effective January 1, 2018, the definition of domestic partner shall be conformed to match State law;
 - b. Effective January 1, 2017, the JLMIC will no longer subsidize the cost of medical benefits for those eligible for early retirement; provided that, if the Affordable Care Act is repealed or substantially modified, the parties agree to reopen negotiations to address this Section 6(b).
7. **Modification to Plan Provisions and Administration of Protected Fund Reserve.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
8. **Supplemental Medical Plans and Healthy Incentives.** During the term of this Agreement, the JLMIC will add supplemental plan options beyond the PPO Plan and the HMO Plan for the 2018 benefit year. In addition, the JLMIC agrees to negotiate changes to the Healthy Incentives program to be effective for the 2018 benefit year; provided that, in the absence of agreement to the contrary, the County will absorb any additional cost above the status quo 2016 cost associated with those changes for the life of this Agreement.
9. **Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a "true-up meeting" no later than April 15 of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.
10. **Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below fifteen million dollars (\$15,000,000), the JLMIC must consider plan changes and may consider other funding options to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1 of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts ("Panel") for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the Unions signatory hereto, and one expert selected jointly by the two selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15. The Panel shall be empowered to make plan design changes and/or add employee premium share and/or County contribution increases. The costs of the Panel shall be shared equally by the Parties.

11. **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2019) no later than January of 2018.
12. **Agreement To All Provisions.** This Agreement supersedes any statutory or contractual provision in any existing contract that in any way conflicts with this Agreement.
13. **Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer VEBA benefits to JLMIC-Eligible Employees consistent with the program parameters outlined in the attached Memorandum of Agreement (Attachment C).
14. **Total Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party that is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
15. **Term.** This Agreement shall be in effect, upon approval of the King County Council, from January 1, 2017, through December 31, 2018.

APPROVED this 15 day of MAY, 2017.


By: King County Executive

SIGNATORY ORGANIZATION:


Ed Zercher, BSN, RN, Nurse Representative


Linda Machia, Labor Negotiator/Attorney

Attachment A

| <i>Summary</i> | KingCareSM Gold | KingCareSM Silver | KingCareSM Bronze |
|--|---|---|---|
| <i>Annual Deductible</i> | \$300/person \$900/family | \$600/person \$1,800/family | \$800/person \$2,400/family |
| <i>Coinsurance (Medical)</i> | 85% network 65% out-of-network | 75% network 55% out-of-network | 75% network 55% out-of-network |
| <i>Emergency Room Copay</i> | \$200 | \$200 | \$200 |
| <i>Annual Out-of-Pocket Maximum Medical (Includes deductibles and coinsurance)</i> | Network: \$1,100/person \$2,500/family Out-of-network: \$1,900/person \$4,100/family | Network: \$1,600/person \$3,800/family Out-of-network: \$2,400/person \$5,400/family | Network: \$2,000/person \$4,800/family Out-of-network: \$2,800/person \$6,400/family |
| <i>Retail Prescription Drug</i> | \$7 generic drugs \$30 preferred brand \$60 non-preferred brand | \$7 generic drugs \$30 preferred brand \$60 non-preferred brand | \$7 generic drugs \$30 preferred brand \$60 non-preferred brand |
| <i>Annual Out-of-Pocket Maximum (Rx)</i> | \$1,500/person \$3,000/family | \$1,500/person \$3,000/family | \$1,500/person \$3,000/family |
| <i>Lifetime Maximum</i> | No limit | No limit | No limit |
| <i>BAF</i> | \$100 per month | \$100 per month | \$100 per month |

Attachment B

| <i>Summary</i> | Group Health Gold | Group Health Silver | Group Health Bronze |
|-------------------------------------|--|--|--|
| <i>Annual Deductible</i> | \$0 | \$0 | \$0 |
| <i>Office visit Copay</i> | \$20 | \$35 | \$50 |
| <i>Network Emergency Room Copay</i> | \$100 | \$100 | \$100 |
| <i>Inpatient Hospital Copay</i> | \$200 then 100% | \$400 then 100% | \$600 then 100% |
| <i>Annual Out-of-Pocket Maximum</i> | \$1,000/person \$2,000/family Rx copay does not count towards annual out-of-pocket max | \$2,000/person \$4,000/family Rx copay does not count towards annual out-of-pocket max | \$3,000/person \$6,000/family Rx copay does not count towards annual out-of-pocket max |
| <i>Retail Prescription Drug</i> | \$10 generic drugs \$20 preferred brand \$30 non-preferred brand | \$10 generic drugs \$20 preferred brand \$30 non-preferred brand | \$10 generic drugs \$20 preferred brand \$30 non-preferred brand |
| <i>Lifetime maximum</i> | No limit | No limit | No limit |

ATTACHMENT C
MEMORANDUM OF AGREEMENT

By and Between

King County and the Joint Labor Management Insurance Committee

Regarding

HRA VEBA

Elections and Health Benefits for 2015 and 2016

For Represented Benefits-Eligible Employees

Whereas, the parties have negotiated employees' participation in the Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest since 2007; and

Whereas, the parties seek to clarify, update and make consistent the HRA VEBA options and elections process available to King County employees; and

Whereas, the parties have negotiated in good faith; now

Therefore, the parties hereby agree to the following HRA VEBA-related provisions:

1. The County adopted the HRA VEBA Plan in 2007. The HRA VEBA Plan is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a VEBA bargaining unit opts to participate in the HRA VEBA Plan, all eligible employees in positions covered by the bargaining unit must participate. The specific VEBA funding options put in place via the agreed upon King County VEBA elections process will remain in effect for that bargaining unit, unless specific action is taken through this same process to amend or terminate it. Prior to having access to HRA VEBA contributions, the employee must complete and submit an HRA VEBA enrollment packet to Benefits, Payroll and Retirement Operations (BPROS).

ATTACHMENT C

The following options are currently available to participating bargaining units:

a. Sick Leave Cash Out at Retirement VEBA Option: If a retiring employee is in a VEBA bargaining unit that has opted to participate in the HRA VEBA Plan and has elected this option, the County will transfer funds equal to that participating employee's cash out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

b. Vacation Cash Out at Retirement Option: If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA and has elected this option, the County will transfer funds equal to fifty (50) percent of that participating employee's cash out of eligible vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds in the HRA VEBA Plan will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

The following conditions (as well as any additional conditions required by law) apply to this Option:

- All benefit-eligible union members must complete HRA VEBA enrollment forms to establish HRA VEBA accounts.
- To access HRA VEBA contributions while an active employee, a union member must be covered by a qualified group health plan.

ATTACHMENT C

- If a union member opts out of King County's medical plan and is not covered under another qualified group health plan, he/she must continue to contribute \$50 a month but will be unable to access the funds until separation of employment.
- If a union member subsequently opts back into a King County medical plan (and was not covered under a qualified group health plan) then:
 - HRA VEBA funds contributed during the opt-out period may only be accessed upon separation.
 - HRA VEBA funds contributed after the opt-in period may be accessed immediately for qualified expenses.

The parties understand that the VEBA options and elections process must comply with applicable law, and options available or conditions placed on specific options may change from time to time as necessary to comply with legal and systems requirements. Should the County need to change options or process due to legal requirements or systems changes, it will so notify unions and discuss such changes in the Joint Labor Management Insurance Committee (JLMIC).

A *Qualified Group Health Plan* is defined as a health plan that meets the minimum value requirements of the Affordable Care Act (ACA) law. For example, these may include plans sponsored by an employer or group of employers, coverage through a former employer and TRICARE but do not usually include Medicare, Medicaid, Veterans Administration (VA) coverage or individual plans purchased through the Health Insurance Marketplace (exchange).

Unions opting to conduct a VEBA election must report election results for each bargaining unit to King County BPROS using the King County standardized form found on the BPROS Website. If there are discrepancies in the parties' understandings of the makeup of the individual bargaining units, the parties will meet to discuss and resolve the issue.

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year. Bargaining Units that are participating in the HRA VEBA Plan and wish to

ATTACHMENT C

terminate, or who wish to change their options, may do so via the above referenced election process and agreed upon reporting process. Union representatives must notify the King County BPROS no later than the last Friday in June of 2014 and 2015, using the County's standardized VEBA elections report form, of the VEBA Program Option election results for each County identified bargaining unit.

Bargaining units that are not currently participating in the HRA VEBA Plan may elect to participate in the HRA VEBA Plan effective January 1, 2015, by following the VEBA election and reporting process outlined in this Memorandum of Agreement.

2. Irrevocability. Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, his/her spouse, and eligible dependents until exhausted, as provided for by the terms of the HRA VEBA Plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.

3. The parties agree that a standardized VEBA elections process is in their best interests and that they consequently may meet from time to time in JLMIC to discuss changes that may contribute to the efficiency of this process.

4. Total Agreement. This Agreement is the complete and final agreement on the subject of VEBA elections (in addition to any applicable collective bargaining agreement provisions) between the parties, and may be modified or amended only by a written amendment executed by all parties hereto.

5. Severability. The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

6. Term. This Agreement shall be effective January 1, 2014, through December 31, 2016, consistent with the duration of the JLMIC Benefits Agreement, and any successor to this Memorandum of Agreement is intended to track with future JLMIC Benefits Agreements.

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

Subject: Elimination of Meal Service in Jail Facilities

The Washington State Nurses Association (the Association) and King County (the County) agree that the Department of Adult and Juvenile Detention may end meal service provided in jail facilities subsequent to the date that agreements to end meal service are ratified with the King County Corrections Guild (Department of Adult & Juvenile Detention) and the Washington State Nurses Association (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.

For the Washington State Nurses Association, Supervisors
and Managers:

Ed Zercher, BSN, RN, Nurse Representative

Date

Linda Machia, Labor Negotiator/Attorney

Date

For King County:

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

Date

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

Subject: Goat Hill Garage and King Street Center Parking Rates for Employees Using Personal Vehicles

King County and the Washington State Nurses Association, representing Supervisors and Managers in Seattle-King County Public Health, agree employees under the collective bargaining agreement effective January 1, 2017 through December 31, 2019, 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 | Increase |
|----------------------|-----------------------|----------------|-----------------|
| Monthly Rates | Unreserved | \$260 | \$300 |
| | Reserved | \$300 | \$385 |
| | Carpool/Electric Car | \$182 | \$210 |
| | ADA | \$130 | \$150 |
| Daily Rates | Daily Maximum | \$15 | \$20 |
| | After-Hours / Weekend | \$7 | \$7 |
| | Motorcycles | \$5 | \$5 |

For the Washington State Nurses Association, Supervisors
and Managers:

Ed Zercher, BSN, RN, Nurse Representative

Date

Linda Machia, Labor Negotiator/Attorney

Date

For King County:

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

Date

Scanned Signature Pages

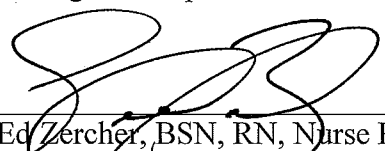
1 **ARTICLE 24: TERM OF AGREEMENT**

2 This agreement covers the period from January 1, 2017, through December 31, 2019. The
3 terms shall be in effect when ratified by the parties, unless a different effective date is specified.
4 Written notice must be served by either party upon the other party of its intent to terminate or modify
5 this Agreement not less than sixty (60) days or more than ninety (90) days prior to December 31, 2019.


6
7 APPROVED this 15 day of MAY, 2017.


8
9
10
11 By: 
12 King County Executive

13
14
15 For Washington State Nurses Association - Supervisors and
Managers - Department of Public Health:

16
17  4/26/17
18 Ed Zercher, BSN, RN, Nurse Representative

19  4/15/17
20 Linda Machia, Labor Negotiator/Attorney

21  4/26/17
22 Sean Dumas, RN, WSNA Representative

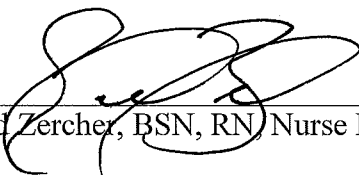
23  4/26/17
24 Christina Rubin, RN, WSNA Representative
25
26
27
28

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

Subject: Elimination of Meal Service in Jail Facilities

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For the Washington State Nurses Association, Supervisors
and Managers:



Ed Zercher, BSN, RN Nurse Representative

4/26/17

Date



Linda Machia, Labor Negotiator/Attorney

4/5/17

Date

For King County:



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

5/2/17

Date


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

Subject: Goat Hill Garage and King Street Center Parking Rates for Employees Using Personal Vehicles

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| Daily Rates | Daily Maximum | \$15 | \$20 |
| | After-Hours / Weekend | \$7 | \$7 |
| | Motorcycles | \$5 | \$5 |

For the Washington State Nurses Association, Supervisors
and Managers:



Ed Zercher, BSN, RN, Nurse Representative

4/26/17
Date



Linda Machia, Labor Negotiator/Attorney

4/5/17
Date

For King County:



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

5/2/17
Date