KENT PULLEN
BRIAN DERDOWSKI
GREG NICKELS
LARRY PHILLIPS
LARRY GOSSETT

May 28, 1998

Introduced By:

Proposed No.: 98-356

ORDINANCE NO. 13215

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Washington State Nurses Association, representing employees in the Department of Public Health; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Washington State Nurses Association, representing employees in the department of public health, and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1998 through and including December 31, 2000.

INTRODUCED AND READ for the first time this 8th day of June, 1998.

PASSED by a vote of 11 to 0 this 15th day of June, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

Clerk of the Council

APPROVED this 18 day of June, 1998.

King County Executive

Attachment: Collective Bargaining Agreement

13215

WASHINGTON STATE NURSES ASSOCIATION

SEATTLE-KING COUNTY DEPARMENT OF PUBLIC HEALTH

STAFF NURSES

ADDENDUM A

	Licensed Practical Nurse Wages		Registered Nurse Wages		Public Health Nurse Wages		Advanced Registered Nurse Practitioner Wages	
	Effective 1/1/98		Effective 1/1/98		Effective 1/1/98		Effective 1/1/98	
Step	**Reg.**	**Jail**	**Reg.**	**Jail**	**Reg.**	**Jail**	**Reg.**	**Jail**
Step 1 0-6 months	12.04	13.84	16.81	19.33	18.35	21.10	21.01	24.16
Step 2 7-18 months	12.32	14.18	17.49	20.11	19.01	21.87	21.70	24.95
Step 3 19-30 months	12.65	14.55	18.16	20.88	19.70	22.64	22.71	26.11
Step 4 31-42 months	12.94	14.89	18.81	21.63	20.72	23.83	23.40	26.91
Step 5 43-54 months	13.27	15.26	19.38	22.29	21.39	24.60	24.79	28.50
Step 6 55-66 months	13.61	15.65	20.01	23.04	22.25	25.59	25.74	29.61
Step 7 67-78 months	13.93	16.04	20.70	23.80	23.14	26.61	26.70	30.70
Step 8 79-90 months	14.31	16.45	21.43	24.64	23.51	27.03	27.56	31.69
Step 9 91-102 months	14.67	16.85	22.17	25.50	23.88	27.46	27.95	32.14
Step 10 103-114 months	15.02	17.28	22.94	26.40	24.47	28.14	28.83	33.15

13215

ARTICLE 24: TERM OF AGREEMENT

This agreement shall become effective January 1, 1998 and shall remain in effect through December 31, 2000. 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 nor more than ninety (90) days prior to December 31, 2000.

APPROVED this day of 1998.

KING COUNTY

KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:

Nancy Leer BSN MPA

Wesley H. LeMay

Sandra C. Sundberg RN

Susan M. Harris PHN

WASHINGTON STATE NURSES ASSOCIATION

ARTICLE 23: WORK STOPPAGES

Section 23.1 ***No Work Stoppages:*** The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of Health Department services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Association or its members shall not cause or condone any work stoppage, strike, slow down or other interference with Health Department functions by employees under this Agreement, and should same occur, the Association agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the Employer; including but not limited to the recovery of any financial losses suffered by the Employer.

Section 23.2 ***Association's Responsibilities:*** In the event, however, that there is a work stoppage or any other interference with Health Department functions which is not authorized by the Association, the Employer agrees that there shall be no liability on the part of the Association, its officers or representatives; provided that in the event of such unauthorized action they first meet the following conditions:

a) Within not more than six (6) hours after the occurrence of any such unauthorized action, the Association shall publicly disavow the same by posting a notice on the bulletin boards available in each Department work area, stating that such action is unauthorized by the Association.

b) The Association, its officers and representatives, will, in good faith, use every reasonable effort to terminate such unauthorized action.

c) The Association shall not question the unqualified right of the Employer to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Association and its members and shall in no case be construed as a violation by the employer of any provisions in this Agreement.

authority will consider the following:

(a) **Grant-funded projects:** These positions will involve projects or activities that are funded by special grants for a specific time or activity. These grants are not regularly available to or their receipt predictable by the county.

(b) **Information systems technology projects**: These positions will be needed to plan and implement new information systems projects for the county. Term-limited temporary positions may not be used for on-going maintenance of systems that have been implemented.

(c) **Capital improvement projects**: These positions will involve the management of major capital improvement projects. Term-limited temporary positions may not be used for on-going management of buildings or facilities once they have been built.

(d) **Miscellaneous projects**: Other significant and substantial bodies of work may be appropriate for term-limited temporary positions. These bodies of work must be either non-routine projects for the department, or related to the initiation or cessation of a county function, project, or department.

(e) **Seasonal positions**: These are positions with work for more than six consecutive months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, that due to the nature of the work have predictable periods of inactivity exceeding one month.

(f) **Temporary placement in regular positions**: These are positions used to back fill regular positions for six months or more due to a career service employee's absence such as extended leave or assignment on any of the foregoing time-limited projects.

All appointments to term-limited temporary positions will be made by the appointing authority in consultation with the director prior to the appointment of term-limited temporary employees.

Section 22.22 ***"Nurse Practitioner Clinical Call"*** means using professional judgment and expertise to advise other nursing staff on medical orders, medication management, and treatment direction when other advanced health care providers are not available on site.

excluded from career service under Section 550 of the charter.

Section 22.17 ***"Regular position"*** means a position established in the county budget and identified within a budgetary unit's authorized full time equivalent (FTE) level as set out in the budget detail report.

Section 22.18 ***"Temporary employee (Per Diem/Intermittent)"*** means an employee employed in a temporary position and, in addition, includes an employee serving a probationary period or is under provisional appointment. Under Section 550 of the charter, temporary employees are not members of the career service.

Section 22.19 ***"Temporary position (Per Diem/Intermittent)"*** means a position which is not a regular position as defined in this chapter and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this chapter and short-term (normally less than six months) temporary positions in which a temporary employee works less than 910 hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, will be responsible for determining what hour threshold will apply.

Section 22.20 ***"Term-limited temporary employee"*** means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three years beyond the date of hire, except that for grant-funded projects, capital improvement projects, and information systems technology projects the maximum period may be extended up to five years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

Section 22.21 ***"Term-limited temporary position"*** means a temporary position with work related to a specific grant, capital improvement project, information systems technology project, or other non-routine, substantial body of work, for a period greater than six months. In determining whether a body of work is appropriate for a term-limited temporary position, the appointing

than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

Section 22.11 ***"Permanent position"*** means a position established in the County budget and which will require at least twenty-eight weeks of service per calendar year at the weekly schedule established for the position. Where a position is established to begin after January 1 of any year, and, as a result will require less than twenty-eight weeks of service in that year, the Director of Human Resources may determine that such position shall be deemed permanent. A position established in the budget may be abrogated at any time.

Section 22.12 ***"Position"*** means a group of current duties and responsibilities assigned by competent authority requiring the employment of one person.

Section 22.13 ***"Probationary employee"*** means an employee serving a probationary period in a regular career service position. Probationary employees are temporary employees and excluded from career service under Section 550 of the charter.

Section 22.14 ***"Probationary period"*** means a period of time, as determined by the director, constituting the final step in the competitive screening process for career service or for promotion from one career service position to another. An appointment to the career service, whether following successful completion of an initial probationary period of county employment or a promotional probationary period, shall not be final unless the employee successfully completes this probationary period.

Appointment as a health service employee is accomplished only after the applicant successfully completes a probationary period of no less than six (6) months. The Department may extend a nurse's probationary period for up to an additional six (6) months with the approval of the Chief of Nursing and the Department Director provided that notice of the extension is provided to the employee prior to the expiration of the first six (6) month period.

Section 22.15 ***"Provisional appointment"*** means an appointment made in the absence of a list of candidates certified as qualified by the director. Only the director may authorize a provisional appointment. An appointment to this status is limited to six months.

Section 22.16 ***"Provisional employee"*** means an employee serving by provisional appointment in a regular career service. Provisional employees are temporary employees and

time positions in the work unit in which the employee is assigned or when viewed on a calendar year basis, 910 hours or more in a work unit in which a work week of more than thirty-five but less than forty hours is standard or 1040 hours or more in a work unit in which a forty hour work week is standard. If the standard work week hours within a work unit varies (for instance, employees working both thirty five and forty hours), the director, in consultation with the department, will be responsible for determining what hour threshold will apply

Section 22.5 ***"Full-time regular employee"*** means an employee employed in a full-time position and, for full-time career service positions, is not serving a probationary period.

Section 22.6 ***"Full-time regular position"*** means a regular position which has an established work schedule of not less than thirty-five hours per week in those work units in which a thirty-five hour week is standard, or of not less than forty hours per week in those work units in which a forty-hour week is standard.

Section 22.7 ***"Part-time employee (Per Diem/Intermittent)"*** means an employee employed in a part-time position. Under Section 550 of the charter, part-time employees are not members of the career service.

Section 22.8 ***"Part-time position (Per Diem/Intermittent)"*** Means an other than a regular position in which the part-time employee is employed less than half time, that is less than 910 hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, will be responsible for determining what hour threshold will apply. Part-time position excludes administrative intern.

Section 22.9 ***"Part-time regular employee"*** means an employee employed in a part-time regular position and, for part-time career service positions, is not serving a probationary period. Under Section 550 of the charter, such part-time regular employees are members of the career service.

Section 22.10 ***"Part-time regular position"*** means a regular position in which the part-time regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less

ARTICLE 22: DEFINITIONS

Section 22.1 ***"Career service employee"*** means a county employee appointed to a career service position as a result of the selection procedure provided for in King County Code, Chapter 3, as amended, and who has completed the probationary period.

Section 22.2 ***"Career service position"*** means all positions in the county service except for those which are designated by Section 550 of the charter as follows: All elected officers; the county auditor, the clerk and all other employees of the county council; the county administrative officer; the chief officer of each executive department and administrative office; the members of all boards and commissions; administrative assistants for the executive and one administrative assistant each for the county administrative officer, the county auditor, the county assessor, the chief officer of each executive department and administrative office and for each board and commission; a chief deputy for the county assessor; one confidential secretary each for the executive, the chief officer of each executive department and administrative office, and for each administrative assistant specified herein; all employees of those officers who are exempted from the provisions of this chapter by the state constitution; persons employed in a professional or scientific capacity to conduct a special inquiry, investigation or examination; part-time and temporary employees; administrative interns; election precinct officials; all persons serving the county without compensation; physicians; surgeons; dentists; medical interns; and student nurses and inmates employed by county hospitals, tuberculosis sanitariums and health departments of the county.

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

All part-time employees shall be exempted from career service membership except, effective January 1, 1989, all part-time employees employed at least half time or more, as defined by ordinance, shall be members of the career service.

Section 22.3 ***"Employee"*** means any person who is employed in a career service position or exempt position.

Section 22.4 ***"Employed at least half time or more"*** means employed in a regular position which has an established work schedule of not less than one-half the number of hours of the full-

ARTICLE 21: SAFETY STANDARDS

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

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

Section 21.3 ***Protective Clothing and Equipment:*** Protective devices, protective equipment and protective clothing when required by the employer, laws or regulations, will be furnished to and used by the employees.

Section 21.4 ***Safety Meetings:*** At least one designated representative of the bargaining unit will be allowed time off with pay to attend departmental safety meetings. The employee will notify his/her supervisor in advance of such meeting so as to minimize conflict with regularly assigned duties.

Section 21.5 ***Employees Must Comply with Safety Rules:*** At the direction of the Employer, it shall be the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents.

Section 21.6 ***Employee Participation in Safety Program:*** All employees covered by this Agreement are expected to participate and cooperate in the Employer's Safety Program.

Section 21.7 ***Internal Resolution of Safety Concerns:*** Employees shall present unresolved safety issues to the Employer's Safety Committee prior to presenting same to an outside agency empowered with upholding the state WISHA law.

ARTICLE 20: WAIVER CLAUSE

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

ARTICLE 19: SAVINGS CLAUSE

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

recall roster. The position shall be posted and filled by the most senior qualified nurse applicant. Nurses on the recall roster shall be allowed to utilize their pre-layoff seniority to bid on the vacant position.

Section 18.6 ***Supervising Nurses***: Nurses from the supervisory bargaining unit meeting the above criteria may bump into a position from the Low Seniority Roster in accordance with these procedures. Provided, however, that the only seniority that shall be recognized shall be that accrued while in a position within the staff nurse bargaining unit.

f) **No New Probation**. Nurses who bump into positions within their classification shall not undergo another probation period. However, a trial service period of up to three (3) months (six (6) months for nurses moving from a jail setting to a non-jail setting or vice versa) may be imposed.

g) **Disputes Regarding Qualifications**. A nurse who is not allowed to bump into a position or who is passed over for a position for which the nurse is the most senior nurse on recall, based upon the nurse's alleged lack of qualifications for the new position, may submit the issue to the Appeals Board.

The Appeals Board shall consist of the Chief of Nursing or designee, a program manager and a representative from WSNA with appropriate clinical background (to be determined by the WSNA Local Unit Executive Committee).

If a nurse is unsuccessful in his/her appeal, the nurse may bump into the position of the least senior nurse in the Department for which the nurse is qualified.

Section 18.4 ***Layoff Out of Order:*** The County may layoff out of the order described above for one or more of the reasons cited below:

a) If the Department finds that the operating needs of the department require a special experience, training or skill, the Employer shall meet with the Association to review said need. If the least senior employee is the only employee meeting that operating requirement, and the more senior employee would not reasonably be expected to learn the necessary skills in six (6) weeks, the Department Director shall make the minimal adjustment necessary in the order of layoff to prevent the undue hardship in the operating needs.

b) When a layoff in normal order would have a negative, disparate impact on an EEO protected group or when a planned layoff would produce substantial under-representation in EEO protected group, the Director shall make the minimal adjustment necessary in order of layoff to avoid the negative disparate impact or under-representation, except that this exception may not adversely affect any employee with five (5) or more years of continuous service with the Employer.

Section 18.5 ***Recall:*** The names of displaced or laid off nurses shall be placed on a list for a period of two (2) years. When a vacancy occurs within the classification from which a nurse was displaced or laid off, notice of the vacancy shall be sent to all nurses in that classification on the

Employment Sector; or

ii. **Low Seniority Roster**. The displaced nurse(s), by seniority, may select any position from the Low Seniority Roster for which the senior nurse is qualified. If feasible and approved by Department management, a nurse may be allowed to combine positions on the Low Seniority Roster in order to maintain the nurse's pre-layoff FTE. Other laid off nurses, by seniority, will select from the remaining positions on the Low Seniority Roster.

A nurse who is either "bumped" from the Low Seniority Roster or is already on the Low Seniority Roster when the nurse's position is identified for layoff, will have only the option of selecting from less senior positions on the Roster to avoid layoff.

iii. **Outside Classification**. If a nurse is unable to retain a position within the nurse's classification, the nurse may elect to bump into the position of the least senior nurse in another classification provided the nurse has previously held a position in such other classification, possesses the necessary licensure for the position, and demonstrates the ability to perform the job within six (6) weeks.

iv. **Choose Layoff**. Nurses may choose to be laid off rather than exercising their bumping options without affecting their recall rights.

d) **Lesser FTE/Priority for Extra Hours**. If the position into which a displaced nurse bumps has fewer hours than the nurse's pre-layoff FTE, the nurse may select the position and indicate to the appropriate manager, in writing, the nurse's desire to be assigned to any shifts normally assigned to per diem/intermittent nurses. The nurse shall identify the specific shifts and areas where the nurse is competent and willing to be assigned. Displaced nurses making such requests shall be given priority over part-time and temporary (per diem/intermittent) nurses for available hours.

e) **Transfer to Part-time and temporary (Per Diem/Intermittent Status)**. Nurses who are unable to retain a position or who elect layoff rather than bumping may transfer to part-time and temporary (per diem/intermittent) status. Such nurses shall be given priority over other per diem/intermittent nurses for available hours. If the laid off nurse is above Step 5 on the wage scale, the nurse shall retain his/her pre-layoff step while working as a part-time and temporary (per diem/intermittent) nurse.

Actual seniority shall be determined for nurses hired after June 15.

i) **"Skilled/Qualified"** means the ability to independently provide, based on the job description and/or applicable licensure, safe, direct patient care within the applicable program with up to six (6) weeks of retraining.

Section 18.3 Procedure: If the Department determines that it is necessary to implement a layoff or involuntary transfer of bargaining unit nurses the following procedure shall be followed:

a) Notice and Meeting. The Department shall give written notice of a proposed layoff/involuntary transfer to the Association as well as any nurses whose positions are anticipated to be eliminated at least thirty (30) calendar days prior to the anticipated date of the layoff. Nurses will be given at least fourteen calendar days notice after the bumping procedures have been concluded before any actual change of positions (bumping) occurs. The parties shall meet as soon as practical following receipt of notice of layoff/involuntary transfers to discuss the timing and procedures to be utilized as well as possible alternatives to layoff.

b) **Identification of Positions.** In the written notice of layoff/involuntary transfer the Department shall identify the specific site, program where applicable, classification, shift and number of FTE's subject to layoff/involuntary transfer. Except as provided in Section 18.4, from within the program and shift identified, nurses in the affected classification shall be laid off in the inverse order of their seniority, regardless of their respective FTE status. For example, if the Department determines that a .5 FTE reduction is necessary in the PHN classification within the program and the least senior PHN in the program holds a 1.0 FTE, that nurse's FTE will be reduced by .5 FTE rather than looking to a more senior PHN with a .5 FTE.

c) **Bumping.** In situations where five (5) or fewer nurses within a classification are displaced, the impacted displaced nurses shall select one of the following options within fourteen (14) days of written notification. If six (6) or more nurses are displaced, the County will convene a meeting with representatives from the Association to negotiate a bumping procedure. Note: for purposes of bumping, any vacant positions shall be considered "least senior" positions.

i. **Employment Sector.** The displaced nurse(s), by seniority, may elect to bump into the position(s) of the least senior nurse(s) within the classification within the displaced nurse's

Employment Sector	Sites
Central	Downtown, Columbia, North, Harborview Hospital
JHS	Jail Health sites located within King County

Employment Sector Boundaries	
South	North to Roxbury/96th Street
	South to County Line
	Northeast to Highway 169/Cedar River/Carey Creek
	and on to East Cedar Falls
East	West to 61st Avenue NE
	East to County Line
	South to Highway 169/Cedar River/Carey Creek
	and on to East Cedar Falls; including zip code 98055
Central	North to County line
	East to 61st Avenue NE
	South to Roxbury/96th Street
Jail Health	Jail Health sites located within King County

h) **"Seniority"** is measured as follows: service credit for purposes of determining seniority within classification shall be determined by the employee's adjusted service date within the employee's current classification within the bargaining unit. If two employees have equal seniority, seniority shall be determined by the adjusted service date reflecting the employee's date of hire by the employer.

For part-time employees, service credits shall be determined by actual hours of work, 2080 being the equivalent of one year.

By June 15 of each year, the Department shall provide the Association with a current Seniority Roster for each bargaining unit classification. The Seniority set forth in this Roster shall be utilized during any layoff/involuntary transfer of any nurses hired prior to February 15 of each year.

from within their classification to bump into to retain a position during a layoff. Positions on the Low Seniority Rosters for each classification shall be identified by site, program, shift (start and stop times), and scheduled hours (FTE).

In the ARNP and LPN classifications the Low Seniority Roster shall be made up of the four (4) least senior positions, including any vacant positions, plus an additional position for each position identified for layoff. For example, if two ARNP positions are identified for layoff, the Low Seniority Roster would be made up of the six (6) least senior ARNP positions in the Department.

In the PHN and RN classifications the Low Seniority Roster shall be made up of the eight (8) least senior positions, including any vacant positions, plus an additional position for each position identified for layoff. Provided, however, that no more than four (4) positions from within the Jail Health Services Division (JHS) shall be identified on the Low Seniority Roster. If more than four (4) JHS positions would appear on the Low Seniority Roster, the least senior four (4) positions will remain on the roster and additional non-JHS positions moving up the seniority list will be added so that the above formula is met. Similarly, if positions appear on the Low Seniority Roster for which the Department deems nurses unable to bump into based upon skills/qualifications as defined herein, those positions shall be identified and additional positions, moving up the seniority roster, added.

In the event there are more vacant positions within the Department than the above formulas would generate, all available vacancies shall appear on the Low Seniority Roster. For example, a layoff of one RN would generate a Low Seniority Roster of nine positions, inclusive of any vacant RN positions. If however, there are twelve (12) RN vacancies at the time, all twelve (12) vacancies shall appear on the Low Seniority Roster.

f) **"Site"** means the office location to which the nurse is assigned.

g) **"Employment Sector"** means the geographic region in which the nurse's work site is located. The following Employment sectors are recognized with the sites located within them:

Employment Sector	**Sites**
South	Southeast, Southwest
East	Eastgate, Northshore

ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRES

Section 18.1 ***Layoffs/Involuntary Transfers:*** Changes in budget or service delivery based on community needs may necessitate a layoff or involuntary transfer of nursing staff. The procedures outlined in this Article are intended to provide an orderly and equitable method of permitting the Department to make necessary adjustments to the work force while recognizing employee's interests in having choices to minimize personal disruption in the event of such work force adjustments. To this end, the following procedures shall be utilized to accomplish layoffs or involuntary transfers of bargaining unit nurses.

Section 18.2 ***Definitions:*** For purposes of application of this Article, the following terms shall have the following meanings:

a) **"Layoff"** means the elimination or reduction of a nurse's position within the nurse's assigned program, site, or shift for an indefinite period of time.

b) **"Involuntary Transfer"** means the Department's movement of a nurse from the nurse's presently assigned site, or shift to another position. The Department will first seek volunteers to fill the position. However, the Department retains the right to transfer the least senior, appropriately skilled nurse to the position.

c) **"Displaced Nurse"** is a nurse whose position within the nurse's assigned program, site, or shift, has been eliminated or reduced or who has been bumped by a senior nurse but the nurse's seniority allows the nurse to retain a position within the Health Department through the bumping procedures outlined herein.

d) **"Classification"** means the job classification under which a nurse is working. The following distinct single job classifications are included in the bargaining unit:

1. Advanced Registered Nurse Practitioner (ARNP)
2. Public Health Nurse (PHN)
3. Registered Nurse (RN)
4. Licensed Practical Nurse (LPN)

e) **"Low Seniority Roster"** is a list of the least senior positions, including any vacant positions, in each job classification from which displaced nurses, by seniority, may select positions

ARTICLE 17: STAFF DEVELOPMENT

Section 17.1 ***Staff Development:***

Staff development issues shall be a proper subject for discussion in the Nursing Practice Committee. Upon request by the Association the parties shall discuss:

a) The orientation program for newly hired nurses which shall include a site-specific orientation as well as the general orientation for the Health Department. Local Conference Committees shall discuss the formulation of site specific orientations.

b) The orientation program for nurses transferring to a position requiring significantly different duties and/or skills.

c) In service meetings, including development of programs; status of programs offered and level of participation.

Section 17.2. ***Continuing Education Time:*** The Health Department and the Association agree continuous upgrading of employees 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 education. To this end, it shall be a policy of the Health Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours) and ARNPs five (5) days (40 hours) of paid leave annually for purposes of attending seminars and classes to earn continuing education outside of the Health Department. Other paid leave for this purpose and in-house educational programs shall be at the discretion of the Department Head. All such leave shall first be scheduled and approved by the employee's supervisor. For this purpose, part-time employees shall be due a prorated amount. The proration shall be determined based on the hours worked in the preceding calendar year divided by the hours scheduled for a full-time position during the same time period.

ARTICLE 16: NURSING PRACTICE COMMITTEE

The purpose of the Nursing Practice Committee is to discuss possible methods and means to enhance nursing practice and patient care. The Committee is an appropriate forum to discuss definition of levels of practice that may be used in the development of a clinical ladder or development of job descriptions for positions filled by bargaining unit nurses or governing positions for which bargaining unit nurses are to be responsible. The Committee shall be composed of six (6) non-supervisory employees covered by this Agreement who shall be appointed by the Association's Local Unit, two (2) supervisory employees, and four (4) representatives of the Department Head, preferably the Chief of Nursing Services, the Assistant Chief of Nursing, and a District Administrator.

The Nursing Practice Committee shall meet monthly. Each Committee member shall be entitled to two (2) paid hours for the purpose of attending the monthly meeting, and when necessary, not more than one paid hour for preparation for same each month. Such meetings shall be scheduled in advance and so as to minimize conflict with regularly assigned duties. The Committee shall prepare an agenda and keep minutes of all meetings. A copy of the agenda and minutes shall be disseminated to the following:

Nursing Practice Committee Members

Department and Division Managers

District Managers/Personal Health Services Supervisors *-for posting*

Staff and Supervisory Local Unit Chairpersons

Professional Practice Committee

WSNA - Nursing Representative

The Committee will not discuss matters subject to collective bargaining and shall function in a consultative capacity rather than a decision-making capacity. Issues left unresolved may be presented by the employee or supervisory representatives in 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. Such meeting shall be scheduled in advance and so as to minimize conflict with regularly assigned duties.

ARTICLE 15: CONFERENCE COMMITTEE

The Health Department jointly with the elected representative of the employees covered by Addendum A of this Agreement shall establish a Local Conference Committee at each work site to assist with mutual problems regarding nursing personnel and patient care, and for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. The function of the committee shall be limited to an advisory rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as mutually agreed. The Committee shall consist of three representatives of administration and three representatives of the employees (one of whom may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as needed depending on the issues to be discussed.

When an issue is presented by the employees at a Local Conference Committee, and the issue is not resolved to the satisfaction of the employees, it may be taken to the Executive Conference Committee. The Executive Conference Committee shall consist of equal numbers of representatives of administration and the Association. Association representatives shall be the elected officers of the bargaining unit.

When an issue is presented by the employee representatives of the Association at the Executive Conference Committee, and the issue is not resolved or has not been addressed to the satisfaction of the Association within 30 calendar days, the Association may reduce the substance of the issue to writing indicating that it had been discussed in the Conference Committee and thereafter forward the issue to the Director of Public Health. The Director shall personally or through his designated representative respond in writing to the issue raised by the Association within 15 calendar days clarifying the position of the Department relative to the issue raised.

Association representatives to the Conference Committees shall be provided release time with pay to attend meetings.

ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION

Section 14.1 ***Payment for Work in a Higher Classification:*** Whenever an employee is assigned by proper authority to perform all the duties and accept all of the responsibility of an employee at a higher paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for such classification while performing such duties and accepting such responsibility. Proper authority shall be a supervisory employee in the line of organization outside of the bargaining unit, and if his position is to be filled, proper authority shall be his/her supervisor.

Section 14.2 ***Temporary Work in a Lower Classification:*** If an employee is assigned to work temporarily in a lower level job classification, the employee shall be paid at his/her regular rate of pay.

Section 14.3 ***Regular Work in a Lower Classification:*** If an employee works in a lower level job classification on a regular basis, at his or her request or in lieu of a layoff, the employee will be paid at his/her same step in the salary range of the lower job class.

eliminate the need to rotate shifts and would enhance the ability to allow nurses to work a schedule providing for every other weekend off; and

2. If regular nurses are regularly required to work outside their specific budgeted FTE (80 hrs/2 week = 1.0 FTE, *within .2 FTE of the position held by the impacted employee*), the Association may request that the position be reviewed to determine whether it is feasible to increase or decrease the position's FTE. If such change is jointly determined, the Department Director shall make a request to the Budget Office; and

3. In May 1999, the parties shall meet to evaluate the impact of this Section. If mandatory shift rotation has not been eliminated or significantly reduced and/or a pattern of every other weekend off has not been established, the Association may, between May 1, 1999 and November 1, 1999, request negotiations regarding issues related to mandatory shift rotation and/or consecutive weekend work.

negotiated with the Association prior to implementation if the planned schedule varies from current contract language.

Prior to changing an employee's regular scheduled pattern, the supervisor shall first contact the employee to discuss said change. The Department reserves the right to make temporary changes to the schedule to ensure the staffing of the facility in cases of emergency (i.e., immediate vacancies, medical leave coverage, unanticipated absence of a scheduled nurse). Prior to changing the schedule, the employer will seek volunteers and utilize available per diem/intermittent staff. Once the final schedule has been posted, any change by the Department to the employee's schedule with less than twenty-four (24) hours notice, shall be by mutual consent. Both parties acknowledge that a change of duties or an overtime assignment does not constitute a schedule change.

In the event of wide-scale changes in scheduling patterns at the jail, available patterns will be posted for bidding at the Jail Health Services (JHS) site for at least fourteen (14) calendar days. Nurses at the JHS site shall have the opportunity to bid, based on seniority in the site and FTE level, for the shift and days off/on pattern. When individual scheduling patterns become available, the pattern will be posted for at least fourteen (14) days. When patterns become available, irrespective of whether it is wide-scale or a single pattern, schedules may be temporarily filled pending the outcome of the bidding process. Implementation date of the newly assigned pattern will be by mutual consent of impacted employee and supervisor.

Section 13.7 ***Negotiations:***

The Department will provide paid release time for 2 employee representatives in negotiations.

Section 13.8 ***Consecutive Weekend Work/Shift Rotation:*** The Department and the Association agree that bargaining unit employees have a legitimate interest in limiting and/or eliminating the practice of mandating the regular rotation of employee's work shifts (i.e., days to evenings and back to days, on a rotating basis). It is further recognized that bargaining unit employees have a legitimate interest in limiting the amount of consecutive weekend work required of employees. To this end, the Department agrees to the following:

1. A "scheduling committee" shall continue to meet at least monthly at affected jail sites for the purpose of exploring the use of alternative staffing patterns that would reduce and/or

Phone calls received by nurses on standby which do not result in the need to return to work shall be logged and paid for at time and one-half for actual hours worked with a five (5) minute minimum. It is understood that phone calls while on standby do not constitute a callback.

Nurse Practitioner Clinical Call: Nurse practitioners placed on Clinical Call shall be paid at the rate of twelve (12) percent of the straight time hourly rate of pay listed in Addendum A for all hours on Clinical Call. Telephone calls received by nurse practitioners on Clinical Call shall be logged and paid for at time and one-half (1 ½) for all hours worked with a five (5) minute minimum. The Department reserves the right to determine the Clinical Call assignments.

In lieu of the Standby/Callback/Clinical Call pay as provided herein, an employee may choose compensatory time equivalent to such pay.

Section 13.6 ***Schedule Changes:***

Section 13.6.1 ***Non-Jail Schedules:*** The Department recognizes the need to give employees timely notice of schedules and schedule changes. To that end, the Department shall make reasonable efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.

Prior to changing an employee's regularly scheduled day off, the supervisor shall first contact the employee to discuss said change.

Once the final schedule has been posted, any change by the Department to the employee's schedule with less than twenty-four (24) hours notice, shall be by mutual consent. Both parties acknowledge that a change of duties or an overtime assignment does not constitute a schedule change.

If the Employer deems it necessary to establish work schedules other than a Monday through Friday schedule, or other than forty (40) hours per week in the non-jail facilities, the Employer shall notify the Association and bargain any impact such a change may have on the unit's wages, hours and working conditions.

Section 13.6.2 ***Jail Schedules:*** The Department recognizes the need to give employees timely notice of schedules and schedule changes. To that end, the Department shall make reasonable efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.

Major schedule changes affecting the majority of nurses in the Jail Health Clinic will be

must be the one which meets the FLSA standards dividing between two work weeks mid shift on the fifth day of work which is either 8 hours or a day off.)

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

a) Overtime shall be paid for any hours worked in excess of the established work day of at least eight (8) hours or overtime shall be paid for any hours in excess of forty (40) hours per week.

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

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

d) Holidays shall be granted in accordance with Article 9 of this Agreement.

e) Employee participation shall be on a voluntary basis.

f) Every six (6) months all alternative work schedules will be reviewed by the affected nurse(s) and the immediate supervisor. The department or the employee shall provide 60 days notice of their intent to discontinue the alternative schedule, unless the employee and the department mutually agree to waive the sixty (60) day requirement.

g) Employees and the Association shall be provided a copy of the completed form included as Addendum B to this agreement.

Section 13.5 ***Standby/Callback/Clinical Call:*** Whenever an employee covered by this agreement is placed on standby duty by the Health Department, the employee shall be available at a pre-designated location to respond to emergency calls and, when necessary, return immediately to work. The Health Department will first seek volunteers for nurses to be on standby. If not enough volunteers are available, the Department will utilize a system providing appropriate consideration for seniority to be developed by a staffing committee for each site regularly utilizing standby to fill gaps in the standby schedule. Employees who are placed on standby duty by the Health Department shall be paid at the rate of ten percent (10%) of the straight time hourly rate of pay listed in Addendum A for all hours assigned. The Department reserves the right to determine the standby assignments.

If an employee is required to return to work while on standby duty, the employee will be paid time and one-half for all hours worked with a minimum of three (3) hours due. Standby pay and callback pay shall not be paid simultaneously.

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. Any shift which begins before 12:00 a.m. Sunday will be considered entirely within the work week in which the shift begins. Other seven day work week beginning and ending times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule). Copies of schedules and alternative work week designations shall be provided to the Department Administrative Services Manager who shall forward copies to the Association and to Labor Relations of the Office of Human Resources Management.

Section 13.2.1 ***"Flexing a schedule":*** means that on a day-to-day basis the employee may request or agree to a revision in the schedule of work hours, working more hours than scheduled on one day and less on another day during the same work week. Upon mutual agreement between the employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours worked in excess of forty (40) in a work week.

Section 13.3 ***Overtime:*** Except as provided in Section 13.2 above, for regular full-time and regular part-time employees, all work performed 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 upon approval of the employer, compensatory time off at one and one-half (1 1/2) times. For part time and temporary (per diem) employees, overtime pay shall be due for all hours worked over forty (40) in any one seven (7) day work week.

Section 13.4 ***Alternate Work Schedules:*** An alternative work schedule is defined as any schedule of hours of work other than the traditional five eight-hour days within a seven-day work week. Examples of alternative work schedules include but are not limited to:

4 - 10 hour work days

A 9/8-off alternating work week schedule (the record keeping time-sheet for this schedule

ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN

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Section 12.1 ***Continuation of the Plan:*** Medical/Dental and Life Insurance benefits shall be as negotiated through the County 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 temporary employees shall be eligible for receipt of all benefits under the County's medical, dental, vision and life insurance programs as determined by the County Insurance Committee.

Section 12.3 ***Plan Changes:*** In the event the County Insurance Committee 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.

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 11: BEREAVEMENT LEAVE

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

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

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

Section 11.4 ***Definition of Immediate Family:*** For purposes of this Article, a member of the immediate family is construed to mean persons related by blood or marriage or legal adoption as follows: mother, mother in law, father, father in law, legal spouse, son, daughter, grandparent, grandchild, brother or sister of the employee or, in lieu of the legal spouse, a significant other person or domestic partner living in the employee's household.

active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive from the state, or the county, city, or other political subdivision, his normal pay. (1957 c 236 s 1.)

Section 10.8 ***Jury Duty:*** An employee working on other than a part time or temporary (per diem) basis shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury duty during the employee's normal work schedule, except for transportation allowance, shall be deducted from the gross pay due the employee for such period; provided that an employee excused by the court on any day of such duty falling within his normal work schedule shall notify his supervisor and if so directed report for work for the balance of his normal shift.

Section 10.9 ***Required Court Appearance:*** An employee who is subpoenaed to appear in court on work related business shall be paid as if working for all time spent in court or in preparation for such appearance as approved by the Department.

An employee planning to take family leave to care for a birth, foster or adoptive child must provide prior written notice to his or her division manager of the expected birth, foster placement or adoption as far in advance as is reasonable and practical.

If foreseeable, an employee planning to take family or medical leave to care for a family member with a serious health problem must make a reasonable effort to schedule the leave so as not to unduly disrupt the employing unit's operations, and provide prior written notice of the expected leave as far in advance as is reasonable and practical.

An employee who exercises any right to family and medical leave is entitled, upon return from leave or during any period of reduced leave, subject to bona fide layoff provisions, to:

(1) the same position he or she held when the leave commenced, or a position with equivalent status, and

(2) equivalent benefits, pay and other terms and conditions of employment, and

(3) an adjusted service date with time spent in the leave without pay status being devoid of accruals (vacation, sick leave, seniority, etc.).

The employing department will maintain its contribution for health benefits for the employee during the period of family and medical leave.

Section 10.6.1 ***FMLA Opener:*** The parties agree that if the King County Council passes an ordinance, or the King County Executive enacts a policy, impacting the family and medical leave benefits of County employees, either party may request a reopener on Article(s) affected by this change.

Section 10.7 ***Military Leave:*** Pursuant to RCW 38.40.060 Military leaves for public employees:

Every officer and employee of the state or of any county, city, or other political subdivision heretofore who is a member of the Washington National Guard or of the army, navy, air force, coast guard, or marine corps reserve or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he may be ordered to

eighteen weeks in the twelve-month period.

B. An employee or an employee's child, spouse, domestic partner, parent or parent-in-law who has a serious medical condition.

1. Leave to care for an ill member of the employee's family may be taken only when the serious health condition requires the employee's presence.

2. A request for leave for an employee or to care for a family member with a serious health problem must be supported by medical certification issued by the appropriate health care provider except when leave is claimed to care for a terminally ill child of the employee. The supporting document must state the date on which the health problem commenced and its probable duration. The employer may require that an employee claiming family or medical leave obtain at the employer's expense the opinion of a second health care provider regarding any of the information required in a medical certification. If the health care providers disagree on any factor which is determinative of the employee's eligibility for family or medical leave, the two health care providers shall select a third health care provider, obtained at the employer's expense, whose opinion shall be conclusive.

3. Leave may be taken on an intermittent basis if the health care condition is expected to last more than two weeks.

4. Family or medical leave may be limited to three such health conditions during any rolling twelve (12) month period for conditions expected to last two weeks or less.

Family or medical leave may be taken on a reduced schedule if:

a) The total allowable eighteen-week period does not exceed thirty-six consecutive workweeks, and

b) The leave is scheduled so as not to unduly disrupt the employing unit's operations.

An employee may substitute accrued or shared vacation for the corresponding portion of unpaid family leave at the beginning of the unpaid family and medical leave period. An employee must utilize all but eighty (80) hours of accrued or shared sick leave prior to being on unpaid leave status.

leave will be restored.

Section 10.4 ***Wellness Incentive:*** Employees within the bargaining unit who during a calendar year use less than thirty-three (33) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year.

Section 10.5 ***Leaves of Absence:*** An unconditional leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the Health Department Director.

A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the Health Department Director may be granted by the Director of OHRM.

No employee shall be given leave to take a position outside the Employer's service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the Employer.

Leaves of absence of more than sixty (60) days may be conditional or unconditional with any conditions set forth in writing at the time the leave is approved.

All requests for leaves of absence are to be requested in writing as far in advance as possible, stating the reason for the leave and the amount of time requested.

At the expiration of the authorized unconditional leave of absence, a member of the bargaining unit shall resume his/her same position (work site, title and shift); however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

Section 10.6 ***Family and Medical Leave:*** Up to eighteen weeks of unpaid leave will be granted in a rolling twelve (12) month period (a rolling twelve (12) month period is measured backwards from the date an employee starts Family and Medical Leave. Family and Medical Leave can be used to care for:

A. An employee's natural, foster or adoptive child.

1. Leave must be taken within twelve months of the birth or placement with the adoptive or foster parent.

2. Leave should be taken in consecutive weeks unless the employee's division manager agrees to more than one leave period; in any case, the leave periods may not exceed

ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE

Section 10.1 ***Accrual Rate and Usage:*** A uniform plan for sick leave with pay shall be granted to eligible Health Department employees. Sick leave credit shall accumulate at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Effective upon the signing of this Agreement, new employees will accrue sick leave on an hourly basis to begin the first of the month following the date of employment. Sick leave credit may be used for bona fide cases of:

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

b) Disability due to pregnancy and/or childbirth.

c) Medical or dental appointments.

d) Care for the employee's child under the age of eighteen who has a health condition that requires medical treatment or supervision.

e) Up to three (3) days of sick leave per agreement year may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident in the immediate family. The immediate family is limited to children, parents or legal spouse of the employee or domestic partner.

Section 10.2 ***Disciplinary Action for Abuse of Sick Leave:*** Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated.

Section 10.3 ***Reimbursement Upon Retirement:*** Upon retirement, thirty-five (35) 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 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. The above provision applies to employees hired prior to the signing of this Agreement.

Termination of an employee's continuous service, except by reason of temporary layoff due to lack of work or funds, shall cancel all sick leave accrued at the time of such termination. Should an employee resign in good standing and return to employment within one (1) year, all accrued sick

departments close on a designated holiday will be allowed to use accrued but unused time off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the Supervisor, the employee shall be allowed to work to make up the hours. In no event will the rescheduling of hours in this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday falls on an employee's regularly scheduled day off, the employee will have the option of receiving the holiday pay at the straight-time rate in the same pay period or of scheduling an alternate paid day off within thirty (30) days of the actual holiday.

day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work. This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of absence requested by the Department.

Section 9.3 ***Holiday Premium Pay:*** Employees who work on a holiday shall be paid for the holiday at their straight time rate of pay and, in addition, they shall receive either one and one half (1 1/2) times their straight-time rate of pay for the hours worked or one and one-half (1 1/2) times the hours worked (compensatory time) to be taken off at another date.

Compensation in the form of compensatory time must be agreeable to both the affected employee and the Department Director or his/her designee.

Section 9.4 ***Personal Holidays:*** Effective January 1, 1994 employees on paid status on or before February 12 of a calendar year shall be entitled to the use of two Personal Holidays as referenced in Section 1 of this Article during that calendar year. Employees on paid status after February 12, but on or before November 1 of a calendar year shall be entitled to the use of one personal holiday during that calendar year. Personal Holidays shall be administered through the vacation plan and can be used in the same manner as any earned vacation day.

Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the Department with less than thirty (30) days notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay as in Section 3 for time worked on that day.

Section 9.5 ***Holiday Pay for Alternative Work Schedules:*** Employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours per year. Holiday time for part-time nurses will be provided on a pro-rated basis. The straight time hours compensated in the pay period preceding the pay period of the holiday shall be compared to the compensated hours in the period for a full-time position. The resulting factor shall be multiplied by eight (8) hours to determine the amount of holiday time off due to the part-time employee.

Part-time regular employees and employees working alternative work weeks whose

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's, Birthday	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	Day immediately following Thanksgiving Day
Christmas Day	December 25th
2 Personal Holidays	

Whenever any legal holiday, as described above, 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.

Jail Clinic staff shall observe holidays on the actual calendar day as provided above to begin at ten-twenty in the evening (10:20 p.m.) on the day preceding the calendar holiday and ending at ten-twenty in the evening (10:20 p.m.) on the day of the holiday. A regular employee shall receive holiday pay pursuant to Section 9.3 below if four (4) or more hours of the shift fall within the above time periods.

Section 9.2 ***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

hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours accrued in excess of two hundred forty (240) hours may be used prior to the employee's date of retirement or such hours will be lost.

Section 8.7 ***Minimum Vacation to be Used:*** The minimum vacation allowance to be used by an employee shall be one-half day or, at the discretion of the head of the department, such lesser amount as may be approved by the department head.

Section 8.8 ***Vacation Upon Termination:*** An employee who terminates employment for any reason after more than six (6) months service shall be paid in a lump sum for any unused accrued vacation. Upon the death of an employee in active service, such payment will be made to the estate of the deceased employee. An employee's prior hours of service on Regular Pay Status will be reinstated if the employee returns to work within a two year period if s/he resigned in good standing.

Section 8.9 ***Vacation in Conjunction With Leave of Absence:*** When an employee has exhausted his/her sick leave balance, she/he has the option of using vacation for further leave in excess of that leave already provided for in Article 10, Sick Leave and Leaves of Absence, Section 6, Family and Medical Leave, with approval of the Department Director.

In all other instances, employees must use all accrued vacation prior to beginning a leave of absence unless an exception is approved by the Department Director.

Section 8.10 ***Department's Responsibility to Set Vacation Schedules:*** The department head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department. Copies of Vacation scheduling policies developed by the Department overall or within each work unit will be provided to the Association. New or revised policies will be implemented within thirty (30) days of notice unless discussion is requested by the Association.

Equivalent Annual Vacation for Full-time Employees					
Column No. 1	Column No. 2	Column No. 3	Column No. 4	Column No. 5	Column No. 6
Hours on regular pay status	Vacation earned per hour	Years of service	No. of 8 hour Working days per year	Vacation Hours Earned	Maximum Balance
45937 - 48024	.1034	23	27	216	480
48025 - 50112	.1072	24	28	224	480
50113 - 52200	.1111	25	29	232	480
52201 - 54288	.1149	26	30	240	480

The County will provide employees completing 08321 hours of work on regular pay status with fifteen (15) days of vacation during the term of this Agreement. NOTE: Maximum Vacation Balance allowable is sixty (60) days (60 x guaranteed hours). Vacation accruals are based on compensated hours; vacation accruals are added to each paycheck and placement on Vacation Schedule is effective the first month following adoption of the Agreement by County Council.

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 Health Department approval.

Section 8.5 ***Maximum Accrual:***

a) An employee may accumulate a vacation balance which shall never exceed, at any time, 480 hours. Accrual of vacation time will cease at the time an employee's vacation balance reaches the maximum balance allowed and will not resume until the employee's vacation balance is below the maximum allowed.

b) Exceptions to Section 5(a) can be made only when the Health Department cancels an employee's previously scheduled vacation which has been approved by the Health Director. The exception cannot be continued for more than three (3) months.

Section 8.6 ***Cashout Limit Upon Retirement:*** Employees who are eligible for participation in the Public Employees' Retirement System Plan I shall not be compensated for more than two

ARTICLE 8: VACATIONS

Section 8.1 ***Credited Hours for Accrual:*** Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty-seven (87) hours per pay period.

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. Up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of computing vacation.

Section 8.3 ***Accrual Rates:*** The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 4 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 6 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

Equivalent Annual Vacation for Full-time Employees					
Column No. 1	Column No. 2	Column No. 3	Column No. 4	Column No. 5	Column No. 6
Hours on regular pay status	Vacation earned per hour	Years of service	No. of 8 hour Working days per year	Vacation Hours Earned	Maximum Balance
0 - 10440	.0460	0 - 5	12	96	480
10441 - 16704	.0577	6 - 8	15	120	480
16705 - 20880	.0615	9 - 10	16	128	480
20881 - 33408	.0692	11 - 16	20	160	480
33409 - 35496	.0804	17	21	168	480
35497 - 37584	.0842	18	22	176	480
37585 - 39672	0881	19	23	184	480
39673 - 41760	.0919	20	24	192	480
41761 - 43848	.0957	21	25	200	480
43849 - 45936	.0996	22	26	208	480

providing direct patient care services. Nurses who are assigned Lead Nurse shall receive a five (5) percent premium over the nurse's base rate of pay. There will be a good faith effort to balance the Lead Nurse's additional responsibilities with the nurse's direct patient care assignments. Lead Nurse designations may be revoked at any time with an explanation to the affected nurse.

Nurses who feel they should receive the Lead Nurse premium may request that their responsibilities be reviewed to determine whether they should receive the Lead Nurse designation. If the designation is not made following the review and the nurse continues to believe his/her responsibilities warrant a Lead Nurse designation, the nurse may access the grievance procedure through Step 4.

work beginning with the night shift on Friday and through swing shift on Sunday.

Section 7.13 ***Preceptor Assignments:*** A preceptor is an experienced nurse who has received formalized training in a Department approved course and is assigned to teach new skills to other nurses and/or nursing students. An inherent aspect of the preceptor role is that the training provided will be specific, criteria-based, and goal-directed for a specific training period. The Department will determine the need for preceptor assignments. Nurses assigned as preceptors shall be paid fifty (50) cents per hour more than their normal hourly rate for a maximum of forty (40) hours per each such assignment. This premium pay shall only be due for hours actually worked and not for paid leave benefits.

Section 7.14 ***Salary Step Placement for Transfer:*** Employees who transfer from the jail to a clinic position of the same job title or from a clinic to the jail shall remain at the same salary step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the jail schedule who transfers to a clinic shall be placed at Step 7 of the clinic schedule. Service credit, for movement to the next salary step, shall be given for combined service at both locations. However, an employee whose initial step placement when hired at the jail was at Step 5 or Step 6, who transfers to a clinic position within one year of the date of hire, shall be reduced to Step 4 of the clinic rate schedule. Movement to Step 5 shall be based on one full year of combined, continuous service at both locations.

Section 7.15 ***Salary Step Placement for Promotion:*** An employee who attains a higher level title through a promotional, competitive process shall be placed at the pay step in the higher salary range resulting in an increase of no less than 3.8%, provided that such placement shall never exceed the maximum step established for the higher paying title.

When promotional movement between job titles also involves a movement to or from the jail, salary step placement shall first be determined per Section 7.14 (Transfer) in the current title prior to determining the appropriate promotional salary step placement. This section applies to promotional transfers between titles of this bargaining unit as well as promotional transfers to titles in the WSNA-represented, Supervisory bargaining unit.

Section 7.16 ***Lead Pay:*** A lead nurse has assigned leadership responsibilities in addition to

setting of his/her step/wage rate, the nurse will be paid at the base rate unless and until a higher step/wage rate is approved at which time the difference in the nurse's pay shall be retroactively paid to the nurse's date of hire.

Section 7.10.2 Part-time and temporary (***Per Diem/Intermittent Nurses)***: Part-time and temporary (per diem/intermittent nurses) who achieve regular status without a break in service shall have hours worked in the part-time and temporary (per diem/intermittent) status counted toward service credit for purposes of placement and movement on the salary schedule. A part-time and temporary (per diem/intermittent) employee who has worked for 1,044 hours without a break in service, will be evaluated and may be given credit for up to one-half (½) of the required probationary period provided the per diem work is in the same classification, upon the approval of the Department Director or designee. For example, in cases where a six (6) month probationary period is required, a nurse may be given up to three (3) months credit toward the completion of the probationary period. Part-time and temporary (per diem/intermittent) nurses who are not provided credit towards completion of the probation period shall be provided a written explanation for the justification therefore.

Part-time and temporary (per diem/intermittent) nurses who have worked at least 1,044 hours without a break in service, shall be given six (6) months credit towards accrual of bargaining unit seniority.

Section 7.11 ***Jail Premium:*** A premium of fifteen (15) percent will be paid for all hours worked in the jail by part-time and full-time regular and part-time and temporary (per diem) and term-limited temporary employees.

Addendum A shall list each nurse classification title as a separate listing for assignment to the jail and shall show at each step a rate of pay of fifteen (15) percent per hour higher than the rate for non-jail assignments. The rate thus becomes a "base" or "regular" rate of pay for this assignment and is included in the computation for overtime and is payable for paid leave and holiday pay.

Section 7.12 ***Weekend Premium:*** A weekend premium shall be paid for all regular hours of work on weekends at the rate of $ 4.00 per hour. The premium shall otherwise be paid for hours of work of employees, including part-time and temporary per diem employees, regularly scheduled to

Renewal for ARNP license.

Application and renewal fees of state authorized prescriptive authority.

Section 7.9 ***Shift Differentials:*** 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 (swing) shift or night (graveyard) shift, shall receive one of the following shift differentials for all scheduled hours worked during such shift.

Swing Shift:	$2.00 per hour
Graveyard Shift:	$3.25 per hour

Other employees will receive the swing shift differential for all hours worked after the normal business hours of 5:00 p.m.

The above differential shall be considered part of the nurse'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 swing shift period shall normally encompass the hours from 2:20 p.m. to 10:20 p.m. The graveyard shift period shall normally encompass the hours from 10:20 p.m. to 06:20 a.m.

Section 7.10 ***Hiring Above Step 1:*** Full-time regular, part-time regular and term-limited temporary nurses may be hired at up to step 4 (up to step 6 in the jail) of the salary range upon the approval of the Health Department Director, based upon the nurses' previous relative nursing experience.

Full-time regular, part-time regular and term-limited temporary nurse practitioners may be hired at Step 6 upon approval of the Health Department Director, based on relevant experience.

Section 7.10.1 ***Notice of Step Placement:*** On the nurse's date of hire, each nurse shall be provided a written statement from the hiring supervisor clearly indicating: 1) the step and wage rate that is being proposed for the nurse; 2) that the proposed step/wage rate is contingent upon receipt of final approval from the Department Director; 3) the potential wage rates that may be approved depending upon the step ultimately granted; and 4) that, if the nurse begins working prior to the final

direct cost of three months of insured benefits, as determined by the director, and, in lieu of insured benefits, an amount prorated to an hourly equivalent based on the employee's normal work week for each hour worked thereafter. Such additional compensation shall continue until termination of employment or hire into a full-time regular, part-time regular or term-limited position. Further, employees receiving pay in lieu of insured benefits may elect to receive the medical component of the insured benefit plan, with the cost to be deducted from their gross pay; provided, that an employee who so elects shall remain in the selected plan until termination of employment, hire into a full-time regular, part-time regular, or term-limited position, or service of an appropriate notice of change or cancellation during the employee benefits annual open-enrollment.

Section 7.5.4 ***Return to Employment:*** Nurses who retire and subsequently return on an part-time, temporary or term-limited basis shall be placed at the wage step in effect at the time the nurse retired.

Section 7.6 ***Professional Liability Insurance:*** The Health Department will ensure that regular full-time and regular part-time employees covered by this Agreement are included under the self insured professional liability insurance policy regularly maintained by the Health Department. A copy of said policy shall be provided to the Association.

Section 7.7 ***Prescriptive Authority - Condition of Employment:*** Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority within one (1) year of the date of hire and continue to maintain such status. Nurse Practitioners will not receive a normally scheduled step increase until they attain ARNP status with prescriptive authority.

Section 7.7.1 ***Interim Licensure:*** An employee may be hired or promoted into a position with an interim license at the level required for the position as provided for by state licensing rules. Should the employee fail to be licensed by the state at the level required upon expiration of the interim license or notice of failure (whichever occurs first), the employee shall be removed from the position. An employee who held a Health Department position within the bargaining unit and was promoted on the basis of the interim license, shall be reinstated to the title previously held.

Section 7.8 ***License Fees:*** The Health Department shall pay for the cost of the following fees for all full-time regular and part-time regular Nurse Practitioners with ARNP status:

Employer to review the feasibility of posting a position at that site to fill the hours which have been filled by a Part-time and temporary (per diem/intermittent nurse(s)). If such a need is jointly determined, the Department Director shall make a position request to the Budget Office.

Upon request, the Department will provide annual reports to the Association on the use of Part-time and temporary (per diem/intermittent nurses) employed during the year. The report shall include the names of Part-time and temporary (per diem/intermittent nurses) by work site, classification and the number of hours worked by each Part-time and temporary (per diem/intermittent nurse).

Section 7.5.1 Part-time and temporary (per diem/intermittent nurses) shall be eligible for standby pay, callback pay, shift differentials, weekend premium and jail premium pay.

Section 7.5.2 Part-time and temporary (per diem/intermittent) nurses are not entitled to holidays, sick leave, bereavement leave or other paid leaves. Part-time and temporary (per diem/intermittent) nurses hired on or before the ratification date of this Agreement shall be paid at Step 5 of the position for which they are hired and shall continue to be paid at Step 5 of the position for which they are hired until such time as the employee (a) terminates employment with the County; (b) changes employment status to County term-limited temporary, provisional, probationary, part-time regular or full-time regular; or (c) changes employment status so as to be taken out of a represented County temporary position. Part-time and temporary (per diem/intermittent) nurses hired after the ratification date of this Agreement may be paid up to Step 5 of the position for which they are hired upon the approval of the Health Department Director, based upon the nurses' previous relative nursing experience. Part-time and temporary (per diem/intermittent) employees will be paid at the rate of time and one-half (1 1/2) times their straight rate of pay for work on the holidays listed in Article 9, Section 1.

Section 7.5.3 Part-time and temporary employees (per diem/intermittent nurses), other than probationary, provisional and term-limited employees, who exceed the calendar year working hours threshold defined in Article 22 shall receive compensation in lieu of leave benefits at the rate of 15% of gross pay for all hours worked, paid retroactive to the first hour of employment and for each hour worked thereafter. The employee will also receive a one-time only payment in an amount equal to the

Section 7.2.4 ***Longevity Premium:*** Full-time regular and part-time regular nurses shall receive the following longevity premiums based upon their length of service with the Department:

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

Section 7.3 ***Mileage Reimbursement/Parking:*** An employee who is required by the Health Department to provide a personal automobile for use in Health Department business shall be reimbursed for such use at the rate established by the King County Council by Ordinance.

For those jail nurses who are normally assigned to work downtown but are required to use their automobile for their work for the Department, parking shall continue to be provided downtown at the Department's expense during the term of the contract.

Parking expenses incurred by employees while using personal or Department vehicles in the course of their duties shall be reimbursed by the Department. Claims shall be made on a monthly basis on a form prescribed by the Department to include any required proof of payment as defined by the department.

Nurses working the swing and graveyard shift in the jail who desire parking in the jail facility must pay for the cost of parking as set by County ordinance. Parking options otherwise shall be available for all other jail staff in the same manner as provided all other County employees by ordinance of the King County Council.

Section 7.4 ***Uniforms:*** If a uniform and special shoes are, in the future, required as a condition of employment for employees covered by this Agreement, the Health Department agrees to inform the Association thirty (30) days prior to implementation of said condition of employment and negotiate the conditions thereof.

Section 7.5 Part-time and temporary ***(Per Diem/Intermittent Nurses):*** If a Part-time or temporary(per diem/intermittent) employee (not necessarily the same person) has worked for 1,044 hours in a period of twelve (12) or fewer months, the Association may request a meeting with the

ARTICLE 7: JOB TITLES AND RATES OF PAY

Section 7.1 ***Job Titles:*** The job titles of employees covered under this Agreement and the corresponding rates of pay are set forth in Addendum A which is attached hereto and made a part of this Agreement.

Section 7.2 ***Wage Rates:***

Section 7.2.1 ***1998 Wage Increases*****:** Effective January 1, 1998, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W 1982-84=100). The increase will be measured by calculating the increase in the CPI from September 1996 to September 1997. The minimum increase shall be two (2) percent and the maximum increase shall be six (6) percent.

Section 7.2.2 ***1999 Wage Increases:*** Effective January 1, 1999, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W 1982-84=100). The increase will be measured by calculating the increase in the CPI from September 1997 to September 1998. The minimum increase shall be two (2) percent and the maximum increase shall be six (6) percent.

Section 7.2.3 ***2000 Wage Increases:*** Effective January 1, 2000, the rates of pay shall be increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W 1982-84=100). The increase will be measured by calculating the increase in the CPI from September 1998 to September 1999. The minimum increase shall be two (2) percent and the maximum increase shall be six (6) percent.

Section 6.4 ***Back Pay Awards:*** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen (15) or less days prior to the initial filing of the grievance, unless the circumstances of the grievance were not and could not have been known by the grievant.

Section 6.5 ***Association Grievances:*** A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Association and may be introduced at Step 3 of the contract grievance procedure to the Director of Public Health and be processed within the time limits set forth herein.

unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the FMCS. 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:

a) 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 the arbitrators' power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

b) No matter may be arbitrated which the Employer 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.

c) The cost of the arbitrator shall be borne equally by the County and the Association, and each party shall bear the cost of presenting its own case.

d) The parties agree to otherwise abide by the award made in connection with any arbitrable difference.

e) There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

f) Each party shall bear the cost of any witnesses appearing on that party's behalf.

Section 6.3 ***Time Limits:*** Failure by an employee or the Association to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Working days referred to above shall be defined as Monday through Friday excluding observed holidays. If the grievant has not received a response at Step 1 or Step 2 within the time frames listed, the grievant may elevate the grievance to the next step.

grievance shall meet with the nurse and the Association representative within fourteen (14) calendar days for the purpose of resolving the grievance. The Director of OHRM or designee shall issue a written response within ten (10) working days following the meeting. If the Director fails to so issue, the Association may proceed to Step 5 of this grievance procedure.

Step 5. ***Mediation - Arbitration:*** Should the decision of the Director of OHRM or his/her designee not resolve the grievances to the satisfaction of the Association or the Employer, either the Union or the Employer may request arbitration within thirty (30) days of receipt of the Step 4 decision. The request for arbitration 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.

Upon receipt of a request for arbitration, the Director of OHRM or his/her designee and the Association shall submit a joint request, signed by both parties, requesting the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS), in an attempt to resolve the grievance.

Proceedings before the mediator shall be informal and the rules of evidence shall not apply. No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve the grievance except by agreement of the Association and the Employer. In the event the grievance is not resolved, the mediator may provide the parties an oral advisory opinion either in a separate or joint session.

If either party does not accept an advisory opinion, the matter may then proceed to arbitration; the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during the arbitration proceedings.

Should arbitration be chosen, the Association and the Director of OHRM or his/her designee shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are

Section 6.2 ***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 immediate supervisor shall gain all relevant facts and after consulting with the District Administrator/Manager shall attempt to adjust the matter and notify the employee in writing within five (5) working days. If a grievance is not pursued to the next level within ten (10) working days following receipt of the written response from the immediate supervisor, it shall be presumed resolved.

Step 2. ***Division Manager/Regional Administrator:*** If after thorough discussion with the immediate supervisor the grievance has not been satisfactorily resolved, the employee and his/her representative shall then present the grievance to the Division Manager/Regional Administrator for investigation, discussion, and written reply. The Division Manager/Regional Administrator, after consulting with the Department Director, shall make a written decision available to the aggrieved employee with a copy mailed to the Association within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) working days from the Association's receipt of the Division Manager's/Regional Administrator's written decision, it shall be presumed resolved.

Step 3. ***Department Director:*** If after receiving the Division Manager's/Regional Administrator's written decision to the grievance and the grievance has not been satisfactorily resolved, the employee and his/her representative shall then present the grievance to the Department Director. The Department Director, after investigation shall make a written decision available to the aggrieved employee with a copy mailed to the Association within ten (10) working days. If the grievance is not pursued to the next higher level within ten (10) working days from the Association's receipt of the Department Director's written decision, it shall be presumed resolved.

Step 4. ***Director of OHRM***: If after receiving the written decision of the Department Director or designee and the grievance has not been resolved to the satisfaction of the employee, the grievance may be presented to the Director of OHRM or his/her designee for review. The Director of OHRM or designee and one (1) representative from the Health Department not a direct party to the

ARTICLE 6: 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. 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.

Employees will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

A grievance concerning the discipline or discharge of a non-probationary employee may be presented through this grievance procedure; provided, however, an employee covered by this agreement must, upon initiating objections relating to disciplinary action, use either the contract grievance procedure contained herein (with the Association processing the grievance) or pertinent procedures regarding disciplinary appeals under the applicable personnel systems, such as the County Personnel Board. Under no circumstances may an employee use both the contract grievance procedure and a personnel system appeal, including the Personnel Board, relative to the same disciplinary action.

Probationary, term-limited, part-time and temporary (Per Diem/intermittent) employees shall not have the right to pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise provided in Section 1. Part-time and temporary (Per Diem/Intermittent) employees who have been employed by the Department for at least one year (24 full pay periods) and have worked at least 1,040 hours may grieve written disciplinary actions through Step 3 of this contractual grievance procedure.

Section 6.1 ***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.

nurse's trial service period. A lateral transfer is defined as the movement of an employee in the bargaining unit to another position within the same classification within the bargaining unit.

Section 5.5 ***Reassignments***. The Department retains the right to alter the job duties within a classification, without triggering the Layoff/Involuntary Transfer or Job Posting provisions of this Agreement, provided the reassignment does not affect the nurse's work site, FTE or shift.

Section 5.6 ***Personnel File.*** The employees covered by this Agreement may examine their personnel files in the Department's Personnel Office in the presence of the Personnel Officer or designee. No other personnel files will be recognized by the Employer or the Association. Materials to be placed into any employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be brought to his/her attention with copies provided to the employee for his/her signature. Employees who challenge material in their personnel files are permitted to insert material related to the challenge.

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

indicating the specific additional, objective, criteria (preferred qualifications) which were used to "screen" the applicants down to the interview pool.

c) Give preference to filling any such open position to applicants from within the bargaining unit on the basis of seniority where the qualifications of the applicants are substantially equal based upon relevant criteria.

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

e) Commit to filling, within a calendar year, fifty percent (50%) of all vacancies within the job titles covered by this Agreement with employees who actually apply for such transfers unless unanticipated and extraordinary events occur which affect the Employer's ability to comply. Examples of such events include the impact of public health emergencies, natural disasters, major economic crises, and preeminent legal requirements. This commitment is contingent upon the internal candidates meeting all the criteria for the vacant positions, i.e., they must perform the functions of the job with the same orientation a qualified outside candidate would need.

Upon request, on an annual basis, the Employer will produce a report such that the pattern of appointments can be reviewed by the Association and the Employer. Should the annual review reveal a deviation from the commitment, the Employer will determine if there is justifiable reason for the deviation and if not, will take steps to bring the hiring into compliance. If, after the second successive annual review, there continues to be a deviation from the commitment, the Executive Conference Committee shall develop specific strategies to correct the imbalance. The Committee will submit the recommended strategies to the Department Director for his/her consideration.

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

g) An employee who applies for and receives a lateral transfer will not be required to serve another probationary period. However, a trial service period of up to three (3) months (six (6) months for nurses moving from a jail setting to a non-jail setting or vice versa) may be imposed. A nurse who does not successfully complete the trial service period shall be moved back into the nurse's former position which may be filled on a temporary basis, pending the outcome of the

objectives of the position being evaluated.

The performance evaluation system to be used by the Health Department will be presented to the Nurse Practice Committee for review and comment prior to adoption.

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

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

Section 5.4 ***Position Vacancies:*** Vacancies created within the job titles covered by this Agreement by virtue of separation or newly created positions shall be posted for not less than five (5) consecutive days; provided, however, the Health Department retains the right to determine who, if anybody, shall be selected for and/or transferred to said vacancy.

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

a) Announce all position vacancies with stated minimum qualification in the Health Register. The Health Department will also provide additional copies of the Health Register to a designated WSNA representative at each work site.

b) Interview screened applicants meeting minimum qualifications from within the bargaining unit. In the event the Department determines it will not interview all applicants meeting minimum qualifications for the position, it shall provide a written explanation to all applicants

ARTICLE 5: EMPLOYMENT PRACTICES

Section 5.1 ***Jurisdiction of Nursing Care Quality Assurance Commission:*** The Employer recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality Assurance Commission which is solely empowered by law to promulgate and interpret such rules and regulations.

Issues involving alleged violation of this section, not otherwise resolved through the grievance procedure, shall be presented for resolution to the Nursing Care Quality Assurance Commission in lieu of the arbitration provision of the grievance procedure.

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

Section 5.2 ***Progressive Discipline:*** The principal objective of any disciplinary action shall be to improve the performance and efficiency of an employee. To that end, appointing authorities will utilize a system of progressive discipline. Examples of progressively severe disciplinary actions include:

a) Predisciplinary: counseling

b) Oral reprimand

c) Written reprimand

d) Suspension

e) Dismissal

The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance deficiency leading to disciplinary action. The nurse shall have the right to the attendance of a representative at disciplinary and/or investigatory meetings.

Section 5.3 ***Performance Evaluations:*** The Health Department 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. The performance evaluation system shall encompass performance expectations based upon the goals and

ARTICLE 4: RIGHTS OF MANAGEMENT

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

The Association acknowledges the right of the County to define and implement a new payroll system, including but not limited to a biweekly payroll system. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make the changes necessary to implement such payroll system.

Section 3.6 ***Religious Exemptions:*** Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues to a non-religious charity or another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues. The employee shall provide the Association with a receipt as proof of payment to the non-religious charity.

Section 3.7 ***Visitation:*** A representative of Washington State Nurses Association may, after notifying the Department Official in charge who is outside of the bargaining unit, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigation to matters relating to this Agreement. Department work hours shall not be used by employees or the Representative of Washington State Nurses Association for the conduct of Association business or the promotion of Association affairs.

Section 3.8 ***Bargaining Unit Roster:*** Annually, the Employer will, upon request, provide to the Association a complete list of employees covered by this Agreement. The list will include the name, address, telephone, status, job title and date of hire for each employee. In addition, the Employer will provide a monthly payroll register update.

Section 3.9 ***Orientation:*** The local unit chairperson or designee will be afforded an opportunity during the department's orientation of newly hired nurses covered by this Agreement to provide information on the Association and the contract.

the life of the Agreement. All nurses who are not members and all new nurses hired on or after the effective date of this Agreement may not be required to join the Association as a condition of employment but within thirty-one (31) days from the effective date of this Agreement or the date of hire shall pay to the Association an amount of money equivalent to the regular Association dues or pay an agency fee to the Association for their representation to the extent permitted by law. The requirement to join the Association and remain a member in good standing shall be satisfied by the payment of regular dues or agency fees uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit. The Association shall notify the Employer in writing of the failure of any nurse to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Association until at least fourteen (14) days after the sending of the aforementioned notice.

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

If the employee has not fulfilled the above obligation by the end of the Association's thirty (30) calendar day discharge notification period, the Association will thereafter notify the King County Personnel Manager in writing, with a copy to the Department Director and the employee of such employee's failure to abide by Article III as applicable. In this notice the Association will specifically request discharge of the employee for failure to abide by the terms of the labor agreement between the Employer and the Association.

ARTICLE 3: RECOGNITION, BARGAINING UNIT MEMBERSHIP AND DUES

Section 3.1 ***Bargaining Unit:*** The Employer hereby recognizes the Association as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington, of all employees employed within the Health Department as defined by the classifications listed in Addendum A to this Agreement. This shall include all full-time regular, part-time regular, probationary, term limited temporary, part-time and temporary (per diem/intermittent employees). Should the employer create a new non-management classification that requires an RN or LPN license, the employer will notify the Association for the purposes of negotiating an appropriate wage rate.

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

Section 3.2.1 ***Association Activity:*** No employee shall be discriminated against for any lawful Association activity, including serving on an Association committee or as local unit chairperson outside of scheduled working hours.

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

Section 3.4 ***Association Membership:*** All nurses working under this Agreement on its effective date who are members of the Association and all nurses who become members of the Association during their employment by the Employer shall remain members in good standing for

ARTICLE 2: NON-DISCRIMINATION

Section 2.1 ***Gender-Neutral Language:*** Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

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

The parties agree that personnel actions may be taken to accommodate disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an accommodation under the ADA shall take precedence over any conflicting provision of this Agreement.

Section 2.3 ***Avenue of Redress:*** Complaints or charges under this Article shall be pursued through appropriate equal employment opportunity agencies of the Federal, County, City or State, rather than through the contract grievance procedures. Employees are encouraged to discuss issues of concern related to this Article with the Department's Equal Employment Opportunity Coordinator.

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AGREEMENT BETWEEN
WASHINGTON STATE NURSES ASSOCIATION
AND
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

These Articles constitute an Agreement, terms of which have been negotiated in good faith between the Seattle-King County Department of Public Health (hereinafter referred to as the Employer) and the Washington State Nurses Association (hereinafter referred to as the Association). This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Seattle-King County Department of Public Health and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the Seattle-King County Department of Public Health and to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the Employer has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Health Department and its employees. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

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AGREEMENT BETWEEN
WASHINGTON STATE NURSES ASSOCIATION
AND
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

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April 21, 1998 Introduced By: ROB MCKENNA GREG NICKELS

98426K2 Proposed No.: 98-291

ORDINANCE NO. 13216

AN ORDINANCE making supplemental appropriations of $7,341,000 to the Solid Waste Capital Improvement Program and amending the 1998 Budget Ordinance, Ordinance 12926, Section 115, and Attachment 3, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted supplemental appropriations of $7,341,000 to the Solid Waste Capital Improvement Program from the unappropriated fund balance.

SECTION 2. Ordinance 12926, Section 115, as amended, is hereby amended by adding thereto and inserting therein the following:

From the several capital improvement project funds, there are hereby appropriated and authorized to be disbursed the following amounts for the specific projects identified in Attachment 3 of this ordinance.

Fund	Capital Fund	Amount
3901	Solid Waste Construction 1993	$38,000
3910	Landfill Reserve	$7,303,000

SECTION 3. Ordinance 12926, Section 115, Attachment 3, as amended, is hereby amended by adding thereto and inserting therein the following:

Fund	Project	Project Description	Amount
3901	013120	Bow Lake Water Main, Phase 2	$38,000
3910	013004	Cedar Hills Entrance Area Improvements	$1,087,000