

July 18, 1990

INTRODUCED BY RON SIMS

PROPOSED NO. 90 - 707

9610

ORDINANCE NO. _____

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Washington State Nurses Association, representing the Department of Youth Services Unit, 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 - Department of Youth Services Unit, and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1989 through and including December 31, 1991.

INTRODUCED AND READ for the first time this 13th day of August, 1990.

PASSED this 29th day of August, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois Martie
Chair

ATTEST:

Gerald A. Peter
Clerk of the Council

APPROVED this 10th day of September, 1990.

[Signature]
King County Executive

con41:C-WN-ORD

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ADDENDUM A

7/90

AGREEMENT BETWEEN
WASHINGTON STATE NURSES ASSOCIATION
DEPARTMENT OF YOUTH SERVICES UNIT
AND KING COUNTY

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4 These Articles constitute an Agreement, terms of which have
5 been negotiated in good faith between the King County Labor
6 Negotiating Team and the Signatory Organization subscribing
7 thereto. This Agreement shall be subject to approval by ordi-
8 nance by the County Council of King County, Washington.

9 ARTICLE I: PURPOSE

10 The intent and purpose of this Agreement is to promote the
11 continued improvement of the relationship between King County and
12 its employees by providing a uniform basis for implementing the
13 right of public employees to join organizations of their own
14 choosing, and to be represented by such organizations in matters
15 concerning their employment relations with King County and to set
16 forth in writing the negotiated wages, hours and other working
17 conditions of such employees in appropriate bargaining units pro-
18 vided the County has authority to act on such matters and further
19 provided the matter has not been delegated to any civil service
20 commission or personnel board similar in scope, structure and
21 authority as defined in Chapter 108, Extraordinary Session, 1967,
22 Laws of the State of Washington.

1 to the regular union dues and initiation fee to a non-religious
2 charity or to another charitable organization mutually agreed
3 upon by the employee affected and the bargaining representative
4 to which the employee would otherwise pay the dues and initiation
5 fee. The employee shall furnish written proof that such payments
6 have been made.

7 Section 3. Dues Deduction.

8 Upon receipt of written authorization individually signed by
9 a bargaining unit employee, the County shall have deducted from
10 the pay of such employee the amount of dues as certified by the
11 Signatory Organization and shall transmit the same to the
12 Signatory Organization.

13 The Signatory Organization will indemnify, defend and hold
14 the County harmless against any claims made and against any suit
15 instituted against the County on account of any check-off of dues
16 for the Signatory Organization. The Signatory Organization
17 agrees to refund to the County any amounts paid to it in error on
18 account of the check-off provisions upon presentation of proper
19 evidence thereof.

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1 ARTICLE IV: WAIVER AND COMPLETE AGREEMENT

2 The parties acknowledge that during the negotiations
3 resulting in this Agreement each had the unlimited right and
4 opportunity to make demands and proposals with respect to any and
5 all subjects or matters not removed by law from the area of
6 collective bargaining and the understandings and agreements
7 arrived at by the parties after exercise of that right and oppor-
8 tunity are set forth in this Agreement. King County and the
9 Signatory Organization each voluntarily and unqualifiedly waive
10 the right and each agrees that the other shall not be obligated
11 to bargain collectively with respect to any subject or matter not
12 specifically referred to or covered in this Agreement. This
13 agreement constitutes the entire agreement between the parties
14 and concludes collective bargaining for its terms, subject only
15 to a desire by both parties to mutually agree to amend or supple-
16 ment at any time, and except for negotiations over a successor
17 collective bargaining agreement.

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1 into the employee's files relating to job performance or personal
2 character shall be brought to his or her attention prior to pla-
3 cement in the file. The employee may challenge the propriety of
4 including it in the files. If, after discussion, management
5 retains the material in the file, the employee shall have the
6 right to insert contrary documentation into the file. If the
7 affected employee believes that a deficiency has been corrected,
8 he or she may request, in writing, to have a review of the docu-
9 mentation included in his/her file. Unauthorized persons shall
10 not have access to employee files or other personal data relating
11 to the employee. The Director of Youth Services will determine
12 staff authorized for access to personnel file and a record of
13 access shall be maintained.

14 Section 4. When the term, "Performs related work as
15 required," is incorporated into the text of an official class
16 specification as a representative example of work, the assignment
17 of such work on a regular and ongoing basis shall be within the
18 basic program or schematic concept of the classification. Except
19 as agreed to by the Association and management, employees shall
20 not regularly and on an ongoing basis be assigned duties foreign
21 to their classification.

22 Section 5. Employees shall have the right to representation
23 at all levels on any matter affecting their conditions of
24 employment.

25 Section 6. All employees who have been authorized to use
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1 ARTICLE VI: HOURS OF WORK AND OVERTIME

2 Section 1. The standard bi-weekly work period shall consist
3 of seventy-two (72) hours. The normal work day shall be eight
4 (8) hours. Scheduled days off shall be two (2) consecutive days
5 one week and three (3) consecutive days the next week, according
6 to the master work schedule.

7 Section 2. The Association and management agree that
8 flexible scheduling designed to consider both agency and employee
9 needs is in the best interest of both parties. Responsibility
10 for arranging, reporting and verifying hours worked is assigned
11 as follows:

12 a. Within the master work schedule established for the
13 following year, employees and supervisors of the unit shall
14 determine individual work schedules during the last week of
15 the preceding year. Operational requirements shall receive
16 first consideration. Work schedules will be planned to
17 insure that judicial proceedings, juvenile services and
18 essential facility operations are properly staffed.

19 Employee requests for adjusted schedules shall be accom-
20 modated to the maximum extent possible.

21 b. The work week, starting times, work schedules and loca-
22 tions of per diem personnel shall be determined by manage-
23 ment.

24 c. Management shall be responsible to insure adequate
25 staffing to meet operational requirements.

1 Section 8. No overtime compensation will be paid for
2 employee-initiated training.

3 Section 9. If any provision of this article shall conflict
4 with the minimum standards of R.C.W.49.46.130, then that
5 provision shall be automatically amended to conform to those
6 standards.

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1 on the ratio of scheduled hours to a standard workweek.

2 Section 2. Employees assigned to multiple shifts who are
3 scheduled to work on holidays or whose normally scheduled day off
4 occurs on a holiday will be compensated as follows:

5 a.Holiday Worked: to be paid at a rate of time and one half
6 (1-1/2) plus eight (8) hours holiday pay for a total of twenty
7 (20) hours.

8 b.Holiday on Scheduled Day Off: to be paid at a rate of
9 straight time; i.e., eight (8) hours pay.

10 Section 3. A regular part-time employee shall only receive
11 those paid holidays which are observed on a day which the
12 employee has been scheduled to work. Holiday compensation shall
13 be provided under Section 2(a) above, and shall consist of the
14 employee's regularly scheduled working hours.

15 Section 4. Per Diem employees shall not receive holidays.
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1 that judicial proceedings, youth services and essential facility
2 operations are properly staffed at all times. Employees shall be
3 advised by April 1 in regard to approval or disapproval of their
4 request.

5 Vacation request received after March 1st shall be con-
6 sidered and approved on the basis of date of request. Employees
7 shall be advised within thirty (30) days of the date of the
8 request as to approval or disapproval of the request.

9 Section 5.

10 a. Employees may continue to accrue additional vacation
11 beyond the maximum specified herein if excess accrued vacation
12 will be lost as a result of cyclical workloads or work assign-
13 ments.

14 b. Employees who leave King County employment for any
15 reason will be paid for their unused vacation, up to the maximum
16 specified herein; provided, however, employees who are hired on
17 or after January 1, 1986, who are eligible for participation in
18 the Public Employee's Retirement System Plan I, shall not be com-
19 pensated for more than two hundred forty (240) hours of accrued
20 vacation at the time of retirement. For employees hired on or
21 after January 1, 1986, vacation hours accrued in excess of two
22 hundred forty (240) hours must be used prior to the employee's
23 date of retirement or such excess hours shall be lost. Employees
24 shall forfeit any excess accrual on December 31st of each year
25 except as provided in Section 5(a) above.

1 ARTICLE IX: SICK LEAVE

2 Section 1. Every regular full-time employee shall accrue
3 eight (8) hours of sick leave pay for each credited month of ser-
4 vice. Regular, part-time employees shall accrue sick leave pay
5 based on the ratio of scheduled hours to a standard work week.

6 Section 2. No employee shall earn the equivalent of a full
7 month's sick leave credit during a calendar month when the
8 employee is absent without pay for more than three (3) working
9 days. Employees absent for less than eleven (11) working days
10 during any one month for medical reasons shall earn one half
11 (1/2) the equivalent of a month's sick leave credit.

12 Section 3. Sick leave pay may be applied to absence caused
13 by illness or injury of an employee. Sick leave may be used for
14 medical, dental or ocular appointments when absence during
15 working hours for this purpose is authorized by the employee's
16 supervisor. In any instance involving use of a fraction of day's
17 sick leave, the minimum charge to the employee's sick leave
18 account shall be one half (1/2) hour. The Department Director
19 shall be responsible for control of abuse of the sick leave pri-
20 vilege. Employees may be required to furnish verification of any
21 illness, injury, or inability to perform work, as evidenced by a
22 statement from a doctor or other licensed healing arts prac-
23 tioner. The County will make a reasonable effort to notify an
24 employee prior to his/her return to work that a doctor's cer-
25 tificate will be required. Sick leave requests shall be made

1 each occurrence. Except as provided in subsection (d) above, no
2 more than six (6) days of family care sick leave may be used in
3 any one calendar year.

4 Each request for family care sick leave must be verified in
5 writing. This verification should include:

- 6 1. Nature and severity of illness or injury;
- 7 2. Relationship of immediate family member; and,
- 8 3. Statement of need for care or attendance.

9 f. In the application of any of the foregoing provisions,
10 when a holiday or regular day off falls within the prescribed
11 period of absence, it will not be charged to sick leave.

12 Section 6. An employee injured or becoming ill while on
13 vacation may substitute sick leave for vacation as provided by
14 Section 3 of this Article.

15 Section 7. No employee shall be entitled to sick leave
16 while absent from duty due to the following causes:

17 a. Disability arising from any sickness or injury purposely
18 inflicted or caused by willful misconduct;

19 b. Sickness or disability sustained while on leave of
20 absence without pay.

21 Section 8. Termination of an employee's continuous service,
22 except by reason of temporary lay-off due to lack of work or
23 funds, shall cancel all sick leave accrued at the time of such
24 termination. Should an employee resign in good standing and
25 return to employment within two (2) years, all accrued sick leave
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1 leave without pay.

2 Section 13. King County will reimburse those employees who
3 have at least five (5) years service and retire as a result of
4 length of service or who terminate by death twenty-five percent
5 (25%) of their unused, accumulated sick leave to a maximum of
6 thirty (30) days. All payments shall be made in cash, based on
7 the employee's base rate, and there shall be no deferred sick
8 leave reimbursement. If the County Council makes any increases
9 to the sick leave reimbursement policy for County employees,
10 those increases will automatically be extended to employees
11 covered by this Agreement.

12 Section 14. Per Diem employees shall receive no sick leave
13 benefits.

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1 ARTICLE XI: MEDICAL, DENTAL AND LIFE PLAN

2 King County presently has in effect group medical, dental
3 and life insurance plans for its employees, and agrees to main-
4 tain participation in the plans as determined by the Labor-
5 Management Insurance Committee or its successor.

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1 the employee and his/her representative shall then present the
2 grievance to the Director for investigation, discussion, and
3 written reply. The Director shall make a written decision
4 available to the aggrieved employee and her/his representative
5 within ten (10) working days. If the grievance is not pursued to
6 the next higher level within five (5) working days, it shall be
7 presumed resolved.

8 Step 3. If after thorough evaluation, the decision of the
9 Department Director has not resolved the grievance to the satis-
10 faction of the employee, the grievance shall be presented to a
11 joint committee representing the County and the Association.
12 Said committee shall consist of equal representation for the
13 Association and for the County with a maximum of two for each
14 side. This committee shall attempt to resolve the grievance
15 within ten (10) working days. It shall notify the parties of its
16 decision in writing. (Refer to Article V, Section 1 (b), for
17 alternate option beyond this step.)

18 Step 4. Should this committee be unable to agree, either
19 party may request arbitration within thirty (30) days by written
20 notification to the Director or the Association representative,
21 and must specify the exact question which it wishes arbitrated,
22 or alternatively may appeal through the Administrative Procedures
23 and Rules for the Career Service to the Personnel Board.
24 Selection of one procedure will preclude access to the other.
25 Should arbitration be chosen, the committee shall then select a
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1 Each party shall bear the cost of any witnesses appearing on
2 that party's behalf.

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1 ARTICLE XIV: EMPLOYMENT STATUS

2 Section 1. Entry Probation. An individual who is newly
3 employed in a regular position shall be considered to be on
4 "entry probation" for a period of six (6) months from the date of
5 hire. During this probationary period, an individual may be ter-
6 minated without prior notice by the department, and such
7 discharge shall not be subject to the Grievance Procedure pro-
8 vided by this Agreement.

9 Section 2. Terminations. Regular employees shall give a
10 minimum of two weeks (14 days) notice in writing of intended ter-
11 mination of employment. Regular employees shall be given two
12 weeks notice of layoff pursuant to Article XVI.

13 Section 3. Disciplinary Action. Any nurse who has
14 completed the entry probationary period and who is otherwise
15 covered by this Agreement may be discharged, suspended, or be
16 subject to any other disciplinary action only for just cause.

17 Section 4. An employee who accompanies a patient traveling
18 by ambulance, helicopter, etc., shall be considered to be in the
19 employ of the County and all provisions of this contract shall
20 apply from the time of departure from to the time of return to
21 the Department of Youth Services Detention Center. If the return
22 trip to the Center is not by the ambulance, etc., in which the
23 employee traveled with the patient, then the return trip
24 transportation expense shall be provided to the employee before
25 departing.

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1 participate in programs and assignments outside of the facility
2 that serve to upgrade knowledge and skills.

3 Section 7. There will be no compensation for study time
4 related to participation in activities set forth in Sections 5
5 and 6.

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1 ARTICLE XVI: REDUCTION IN FORCE

2 Section 1. Employees selected for lay off as a result of
3 reduction of work and/or a shortage of funds shall be laid off
4 according to seniority in classification (see Addendum A).

5 Section 2. An employee designated for lay off within a spe-
6 cific classification may, on the basis of total agency seniority,
7 bump a less senior employee in any job classification previously
8 worked and included in Addendum A of this agreement; provided:

9 a. That at least a six-month probation period was satisfac-
10 torily completed; and,

11 b. The demonstrated job performance in the former classifi-
12 cation was at an acceptable standard.

13 Section 3. Employees laid off due to lack of work or lack
14 of funds shall have re-employment rights to the same kind and
15 level of position held at the time of lay off if such a position
16 becomes available within one (1) year from the date of lay off.
17 In such cases, the seniority status accrued at the time of lay
18 off shall be reinstated when the employee returns to full-time
19 employment with the agency.

20 Section 4. Employees shall be paid in cash upon lay off for
21 any vacation accrued or may elect to retain their vacation
22 accrual for one (1) year to be restored to the employees when
23 recalled to work. If the employee is not recalled within one (1)
24 year, a cash payment shall be made for the accrued amount.

25 Section 5. At least two weeks notice shall be given
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1 ARTICLE XVII: WORK STOPPAGES AND EMPLOYER PROTECTION

2 Section 1. The County and the Signatory Organization agree
3 that the public interest requires efficient and uninterrupted
4 performance of County services and to this end pledge their best
5 efforts to avoid or eliminate any conduct contrary to this objec-
6 tive. Specifically, the Signatory Organization shall not cause
7 or condone any work stoppage, including any strike, slowdown, or
8 refusal to perform any customarily assigned duties, sick leave
9 absence which is not bonafide, or other interference with County
10 functions by employees under this Contract and, should same
11 occur, the Signatory Organization agrees to take appropriate
12 steps to end such interference. Any concerted action by any
13 employees in any bargaining unit shall be deemed a work stoppage
14 if any of the above activities have occurred.

15 Section 2. Upon notification in writing by the County to
16 the Signatory Organization that any of its members are engaged in
17 work stoppage, the Signatory Organization shall immediately, in
18 writing, order such members to immediately cease engaging in such
19 work stoppage and provide the County with a copy of such order.
20 In addition, if requested by the County, a responsible official
21 of the Signatory Organization shall publicly order such employees
22 to cease engaging in such work stoppage.

23 Section 3. Any employee who commits any act prohibited in
24 this section will be subject to the following action or
25 penalties:
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1 ARTICLE XVIII: TIME, SPACE AND PROPERTY

2 Work time shall not be used for Union business, except as
3 authorized by management for those union members necessarily a
4 party to the processing of grievances or handling represen-
5 tational responsibilities. An employee elected or appointed to
6 office in the Union which requires a part or all of his/her time
7 may be given leave of absence without pay upon application and
8 approval of management.

9 Management space and facilities may be used by the Union for
10 the purpose of holding meetings subject to the established poli-
11 cies governing the use of institutional facilities.

12 Management supplies and equipment shall not be used in per-
13 forming any function related to the activities of the Union.

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1 1989.

2 Section 4. Pay rates for 1990 are set forth in Appendix A
3 which is attached hereto and made a part of this Agreement.

4 a. If rates effective June 16, 1990 are subsequently
5 modified for Registered Nurses assigned to the King County
6 Correctional Facility (jail) Health Services Clinic (inclusive of
7 any premium received for working in the jail), those same hourly
8 rates (inclusive of any premium for working in the jail) will be
9 effective for Registered Nurses covered by this Agreement.

10 b. Effective January 1, 1990, Per Diem Registered Nurses
11 shall be paid at Step 4 of the salary schedule. Effective June
12 16, 1990, Per Diem Nurses shall be paid at Step 5 of the salary
13 schedule.

14 Effective January 1, 1990, Per Diem Licensed Practical
15 Nurses may be paid at Step 1 through 4 of the pay range depending
16 on qualifications as determined by the Department of Youth
17 Services.

18 Section 5. During the period January 1, 1991 through
19 December 31, 1991, wages shall be determined as follows:

20 a. Registered Nurses shall be paid the same hourly rates,
21 inclusive of any premium, as Registered Nurses assigned to the
22 Jail Health Clinic.

23 b. Per Diem Registered Nurses shall be paid at the same
24 salary step or hourly rate as Per Diem Registered Nurses in the
25 Jail Health Clinic.

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1 overtime rate of pay plus the applicable shift differential for
2 those hours worked during the differential period. Thus, a day
3 shift employee who works four (4) hours overtime during the swing
4 shift period shall receive the additional differential for those
5 four (4) hours. A swing shift employee who works four (4) or
6 more hours overtime during the graveyard period shall receive the
7 additional differential for such overtime work. A graveyard
8 employee who works four (4) or more hours overtime during the day
9 shift period shall not be entitled to any differential pay for
10 such day shift work.

11 Section 7. Weekend Premium.

12 a. Effective July 16, 1990, a weekend premium shall be paid
13 to employees in the bargaining unit for all regular hours of work
14 on weekends at the rate of \$3.00 per hour.

15 b. Effective December 16, 1990, the weekend premium shall
16 increase to \$4.00 per hour.

17 c. Weekend premium for 1991 shall be at the rate paid to
18 Registered Nurses in the Jail Health Clinic.

19 d. Weekend premium shall not be included in the base rate
20 of pay for purposes of determining the overtime rate nor paid
21 leave benefits (sick leave, vacation, etc.). Employees being
22 paid for such hours of work at the overtime rate will not be eli-
23 gible for this premium pay. The premium shall otherwise be paid
24 for hours of work of employees, including per diem employees,
25 regularly scheduled to work beginning with the night shift on
26

1 1989.

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2 those hours worked during the differential period. Thus, a day
3 shift employee who works four (4) hours overtime during the swing
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22 paid for such hours of work at the overtime rate will not be eli-
23 gible for this premium pay. The premium shall otherwise be paid
24 for hours of work of employees, including per diem employees,
25 regularly scheduled to work beginning with the night shift on
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ARTICLE XX: 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.

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ADDENDUM A

WASHINGTON STATE NURSES ASSOCIATION

DEPARTMENT OF YOUTH SERVICES

Hourly Rates

1331-Staff Registered Nurse

1332-Licensed Practical Nurse

<u>Months Service</u>	<u>Effective 1/1/90</u>	<u>Effective 6/16/90</u>	<u>Months Service</u>	<u>Effective 1/1/90</u>
0-6	\$ 12.4025	\$ 13.6878	0-6	\$ 9.9556
7-18	12.8579	14.2115	7-18	10.2044
19-30	13.2926	14.7114	19-30	10.4596
31-42	13.7687	15.2590	31-42	10.7210
43-54	14.2966	15.8660	43-54	10.9891
55-66	14.8244	16.4730	55-66	11.2638
67-78	15.3315	17.0562	67-78	11.5454
79-90	15.7870	17.5800	79-90	11.8340
91-102	16.3045	18.1751	91-102	12.1299
103-114	16.8219	18.7701	103-114	12.4331
115+	17.0600	19.0440	115+	12.7440

Per Diem Registered Nurse

Effective 1/1/90 - \$13.7687 per hour

Effective 6/16/90 - \$15.8660 per hour

1 ARTICLE XX: SAVINGS CLAUSE

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

DEPARTMENT OF YOUTH SERVICES

Hourly Rates

1331-Staff Registered Nurse

<u>Months Service</u>	<u>Effective 1/1/90</u>	<u>Effective 6/16/90</u>
0-6	\$ 12.4025	\$ 13.6878
7-18	12.8579	14.2115
19-30	13.2926	14.7114
31-42	13.7687	15.2590
43-54	14.2966	15.8660
55	14.8244	16.4730
	15.3315	17.0562
	15.7870	17.5800
91-102	16.3045	18.1751
103-114	16.8219	18.7701
115+	17.0600	19.0440

1332-Licensed Practical Nurse

<u>Months Service</u>	<u>Effective 1/1/90</u>
0-6	\$ 9.9556
7-18	10.2044
19-30	10.4596
31-42	10.7210
43-54	10.9891
55-66	11.2638
67-78	11.5454
79-90	11.8340
91-102	12.1299
103-114	12.4331
115+	12.7440

Per Diem Registered Nurse

Effective 1/1/90 - \$13.7687 per hour

Effective 6/16/90 - \$15.8660 per hour