

August 12, 1994
310:ord94

Introduced by **BRIAN DERDOWSKI**
Proposed No. 94-524

ORDINANCE NO. 11471

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Washington State Nurses Association - Staff Nurses, representing employees in the Seattle-King County 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 Washington State Nurses Association - Staff Nurses, representing employees in the Seattle-King County department of public health 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, 1994, through and including December 31, 1996.

INTRODUCED AND READ for the first time this 29th day of August, 1994.

PASSED by a vote of 12 to 0 this 6th day of September, 1994.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 8th day of September, 1994.

Gary Fisher
King County Executive

Attachment:
Collective Bargaining Agreement

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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, and ratification by ordinance by the City of Seattle.

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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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.

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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2 **ARTICLE 3: RECOGNITION, BARGAINING UNIT MEMBERSHIP AND DUES**

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4 **Section 3.1 Bargaining Unit:**

5 The Employer hereby recognizes the Association as the exclusive collective bargaining
6 representative for the purposes stated in Chapter 108, Extra Session Laws of 1967 of the State of
7 Washington, of all employees employed within the bargaining unit defined by the classifications
8 listed in Appendix A to this Agreement. This shall include all regular full-time, regular part-time
9 employees (employees working 20 or more hours per week), and per diem employees. Should
10 the employer create a new non-management classification that requires an RN or LPN license, the
11 employer will notify the Association for the purposes of negotiating an appropriate wage rate.

12 **Section 3.2 Non-Discrimination:**

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

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

22 **Section 3.3 Payroll Deduction:**

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

5 **Section 3.4 Association Membership:**

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

20 **Section 3.5 Discharge for Failure to Meet Association Membership Requirements:**

21 Failure by an employee to abide by the above provisions shall constitute cause for
22 discharge of such employee; provided that when an employee fails to fulfill the above obligation,
23 the Association shall provide the employee and the Employer with thirty (30) days' written
24 notification of the Association's intent to initiate discharge action, and during this period the
25 employee may make restitution in the amount which is overdue.
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2 If the employee has not fulfilled the above obligation by the end of the Association's thirty
3 (30) calendar day discharge notification period, the Association will thereafter notify the King
4 County Personnel Manager in writing, with a copy to the Department Director and the employee
5 of such employee's failure to abide by Article III as applicable. In this notice the Association will
6 specifically request discharge of the employee for failure to abide by the terms of the labor
7 agreement between the Employer and the Association.

8 **Section 3.6 Religious Exemptions:**

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

15 **Section 3.7 Visitation:**

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

23 **Section 3.8 Bargaining Unit Roster:**

24 Annually, the Employer will, upon request, provide to the Association a complete list of
25 employees covered by this Agreement. The list will include the name, address, telephone, status,
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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.

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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.

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2 **ARTICLE 5: EMPLOYMENT PRACTICES**

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4 **Section 5.1 Jurisdiction of Board of Nursing:**

5 The Employer recognizes that each Registered Nurse and each Licensed Practical Nurse in
6 the bargaining unit is licensed to practice by the State of Washington pursuant to RCW Chapter
7 18.88 and Chapter 18.78 respectively and must practice in conformity with the rules and
8 regulations promulgated by the Washington State Board of Nursing which is solely empowered by
9 law to promulgate and interpret such rules and regulations.

10 Issues involving alleged violation of this section, not otherwise resolved through the
11 grievance procedure, shall be presented for resolution to the appropriate Board of Nursing in lieu
12 of the arbitration provision of the grievance procedure.

13 **Section 5.2 Progressive Discipline:**

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

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18 a). *Predisciplinary: counseling*
19 b). *Oral reprimand*
20 c). *Written reprimand*
21 d). *Suspension*
22 e). *Dismissal*

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

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2 **Section 5.3 Performance Evaluations:**

3 The Health Department shall maintain a performance evaluation system relating to
4 employees covered by this agreement. The performance evaluation system shall be used as a
5 method in measuring an employee's performance. The performance evaluation system shall
6 encompass performance expectations based upon the goals and objectives of the position being
7 evaluated.

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

10 The evaluation must be prepared prior to and presented to the affected employee at an
11 evaluation conference which must be conducted by the person writing the evaluation. The
12 evaluatee has the responsibility to participate in the evaluation conference and to improve work
13 performance in any area where performance deficiencies are found to exist.

14 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify
15 that the evaluation has been reviewed in conference and the evaluatee shall, upon request, be
16 given a copy of his/her evaluation. In addition, the evaluatee may, during said conference, or
17 within two (2) weeks after the conference, comment in writing relative to the substance of the
18 evaluation either on the evaluation form or have his/her written comments affixed to the
19 evaluation.

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

22 **Section 5.4 Job Descriptions:**

23 Job descriptions (class specifications) which reflect the responsibilities and skills required
24 to perform the job will be presented for review and comment to the Nurse Practice Committee
25 prior to adoption. Job descriptions (class specifications) for nursing assistant personnel will be
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submitted to the Nursing Practice Committee for review and input prior to the creation of any such new positions.

Section 5.5 Position Vacancies:

Except where reassignments are made by the Health Department, 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.

a. The Health Department agrees to announce all position vacancies 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. Selection for promotional positions shall be made in accordance with appropriate personnel regulations and ordinances.

c. Regular full-time and part-time employees who apply for lateral transfers will be considered prior to interviewing applicants from outside the Health Department.

d. The Employer commits 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.

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

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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.

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

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2 **ARTICLE 6: GRIEVANCE PROCEDURE**

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4 Management recognizes the importance and desirability of settling grievances promptly
5 and fairly in the interest of continued good employee relations and morale and to this end the
6 following procedure is outlined. To accomplish this, every effort will be made to settle grievances
7 at the lowest possible level of supervision. The employee and the immediate supervisor are
8 encouraged to make every attempt to resolve the issue of concern in a timely manner prior to
9 filing a formal grievance.

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

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

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

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2 **Section 6.1 Definition:**

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

5 **Section 6.2 Process:**

6 **Step 1. Supervisor:**

7 A grievance shall be presented in writing by the aggrieved employee (and his/her selected
8 representative if the employee wishes) within ten (10) working days of the occurrence,, or the
9 date the employee should have known of the occurrence, of such grievance to the employee's
10 immediate supervisor. The immediate supervisor shall gain all relevant facts and after consulting
11 with the District Administrator/Manager shall attempt to adjust the matter and notify the
12 employee in writing within five (5) working days. If a grievance is not pursued to the next level
13 within ten (10) working days following receipt of the written response from the immediate
14 supervisor, it shall be presumed resolved.

15 **Step 2. Division Manager:**

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

23 **Step 3. Department Director:**

24 If after receiving the Division Manager's written decision to the grievance and the
25 grievance has not been satisfactorily resolved, the employee and his/her representative shall then
26 present the grievance to the Department Director. The Department Director, after investigation
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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.

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2 **Step 4. Mediation - Arbitration:**

3 Should the decision of the Department Director not resolve the grievances to the
4 satisfaction of the Association or the Employer, either the Union or the Employer may request
5 arbitration within thirty (30) days of receipt of the Step 3 decision. The request for arbitration
6 must specify:

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

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

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

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

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2 Should arbitration be chosen, the Association and the Director of Human Resources shall
3 then select a third disinterested party to serve as an arbitrator. In the event that the parties are
4 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven
5 arbitrators furnished by the FMCS. The arbitrator will be selected from the list by both the
6 department representative and the Association, each alternately striking a name from the list until
7 only one remains. The arbitrator shall be asked to render a decision promptly and the decision of
8 the arbitrator shall be final and binding on both parties.

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

- 11 a) The arbitrator shall have no power to render a decision that will add to, subtract
12 from, or alter, change, or modify the terms of this Agreement, and the arbitrators'
13 power shall be limited to interpretation or application of the express terms of this
14 Agreement, and all other matters shall be excluded from arbitration.
- 15 b) No matter may be arbitrated which the Employer by law, has no authority over,
16 has no authority to change, or has been delegated to any civil service commission
17 or personnel board, as defined in the Revised Code of Washington, Chapter 41.56.
- 18 c) The cost of the arbitrator shall be borne equally by the County and the Association,
19 and each party shall bear the cost of presenting its own case.
- 20 d) The parties agree to otherwise abide by the award made in connection with any
21 arbitrable difference.
- 22 e) There shall be no strikes, cessation of work or lockout during such conferences or
23 arbitration.
- 24 f) Each party shall bear the cost of any witnesses appearing on that party's behalf.

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2 **Section 6.3 Time Limits:**

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

10 **Section 6.4 Back Pay Awards:**

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

15 **Section 6.5 Association Grievances:**

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

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2 **ARTICLE 7: JOB TITLES AND RATES OF PAY**3
4 **Section 7.1 Job Titles:**5 The job titles of employees covered under this Agreement and the corresponding rates of
6 pay are set forth in Appendix A which is attached hereto and made a part of this Agreement.7 **Section 7.2 Wage Rates:**8 **Section 7.2.1. 1994 Wage Increase:** The rates listed in Appendix A reflect a 2.5%
9 general increase for all classifications effective January 1, 1994.10 **Section 7.2.2 1995 Wage Increase:** Effective January 1, 1995, the rates of pay shall be
11 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
12 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-
13 W 1982-84 =100). The increase will be measured by calculating the increase in the CPI from
14 September 1993 to September 1994. The minimum increase shall be two (2%) percent and the
15 maximum increase shall be six (6%) percent.16 **Section 7.2.3 1996 Wage Increase:** Effective January 1, 1996, the rates of pay shall be
17 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
18 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-
19 W 1982-84 =100). The increase will be measured by calculating the increase in the CPI from
20 September 1994 to September 1995. The minimum increase shall be two (2%) percent and the
21 maximum increase shall be six (6%) percent.22 **Section 7.2.4 Step Adjustments:** Effective January 1, 1996 a tenth pay step for Public
23 Health Nurses shall be added at 2.5% above step nine. Effective January 1, 1996, the first two (2)
24 steps for Registered Nurses will be dropped, and the first step for Licensed Practical Nurses will
25 be dropped. Any nurse on a step to be dropped shall move to the new first step of the appropriate
26 scale.
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2 **Section 7.3 Mileage Reimbursement/Parking:**

3 An employee who is required by the Health Department to provide a personal automobile
4 for use in Health Department business shall be reimbursed for such use at the rate established by
5 the King County Council by Ordinance.

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

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

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

17 **Section 7.4 Uniforms:**

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

22 **Section 7.5 Per Diem Nurses:**

23 Per diem nurses covered by the Agreement who are employed in temporary or intermittent
24 positions are not entitled to holidays, sick leave, bereavement leave or other paid leaves, or health
25 care benefits and shall, in lieu of the aforementioned benefits, be paid at Step 5 of the position for
26 which they are hired. Per Diem employees will be paid at the rate of time and one-half(1 1/2)

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times their straight rate of pay for work on the holidays listed in Article 9, section 1. In addition, per diem employees shall receive premium pay in lieu of vacation in an amount equivalent to the premium pay provided by City of Seattle ordinance as cited at Seattle Municipal Code 4.34.070. The formula therein provides a premium pay equivalent to 4.81% of the base hourly rate for the beginning vacation accrual rate and is adjusted upward at the indicated hours or years of service. Should premium pay be due per diem employees for benefits described above (other than vacation benefits) pursuant to a court ruling, the provision of salary steps herein in lieu thereof shall be reduced equivalent to the percentage premium pay required.

Section 7.5.1 Return to Employment:

Nurses who retire and subsequently return on an intermittent basis shall be placed at the wage step in effect at the time the nurse retired.

Section 7.5.2 Per Diem Rates upon Implementation of Health Department

Personnel System:

In lieu of the step placement and premium pay in Section 5 above, beginning the first of the month following implementation of the Health Department Personnel System, the following step placement shall apply to per diem employees in lieu of the benefits described in Section 5:

Registered Nurse	-	Step 5
Public Health Nurse	-	Step 5
Nurse Practitioner	-	Step 5
Licensed Practical Nurse		Step 5

Section 7.6 Professional Liability Insurance:

The Health Department will ensure that full-time and 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.

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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. The 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 regular full-time and regular part-time Nurse Practitioners with ARNP status:

- 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.

	Effective 1-1-94	Effective 1-1-95
<i>Swing Shift:</i>	\$1.50 per hour	\$2.00 per hour
<i>Graveyard Shift:</i>	\$3.00 per hour	\$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 2:30 p.m. to 10:30 p.m. The graveyard shift period shall normally encompass the hours from 10:30 p.m. to 06:30 a.m.

Section 7.10 Hiring Above Step 1:

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.

Nurse practitioners may be hired at Step 6 upon approval of the Health Department Director, , based on relevant experience.

Per diem nurses who achieve regular status without a break in service shall have hours worked in the per diem status counted toward service credit for purposes of placement and movement on the salary schedule. A per diem employee who has worked for 1044 hours without a break in service, will be evaluated and may be given up to 6 months credit towards the

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2 completion of the probationary period provided the per diem work is in the same classification,
3 upon the approval of the Department Director or designee.

4 **Section 7.11 Jail Premium:**

5 A premium of fifteen (15%) percent will be paid for all hours worked in the jail by regular
6 and per diem employees.

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

12 **Section 7.12 Weekend Premium:**

13 A weekend premium shall be paid for all regular hours of work on weekends at the rate of
14 \$ 4.00 per hour. This premium shall not be included in the base rate of pay for purposes of
15 determining the overtime rate nor paid leave benefits. Employees being paid for such hours of
16 work at the overtime rate will not be eligible for this premium pay. The premium shall otherwise
17 be paid for hours of work of employees, including per diem employees, regularly scheduled to
18 work beginning with the night shift on Friday and through swing shift on Sunday.

19 **Section 7.13 Preceptor Assignment in the Jail:**

20 Employees assigned preceptor responsibilities for new employees within their job title shall
21 be paid \$.50 per hour more than their normal hourly rate for a maximum of forty (40) hours per
22 each such assignment. This premium pay shall only be due for hours actually worked and not for
23 paid leave benefits.

24 **Section 7.14 Salary Step Placement for Transfer:**

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

8 **Section 7.15 Salary Step Placement for Promotion:**

9 An employee who attains a higher level title through a promotional, competitive process
10 shall be placed at the pay step in the higher salary range resulting in an increase of no less than
11 3.8%, provided that such placement shall never exceed the maximum step established for the
12 higher paying title.

13 When promotional movement between job titles also involves a movement to or from the
14 jail, salary step placement shall first be determined per Section 17 (Transfer) in the current title
15 prior to determining the appropriate promotional salary step placement. This section applies to
16 promotional transfers between titles of this bargaining unit as well as promotional transfers to
17 titles in the WSNA-represented, Supervisory bargaining unit.

18 **Section 7.16 Nurse Practitioner (ARNP) Incentive:**

19 Nurse Practitioners shall receive an incentive of \$1000.00 per year based on full-time
20 employment. Half time employees would be entitled to one-half \$1000.00 which equals \$500.00
21 per year. This incentive shall be paid in quarterly installments (\$250.00 for a full-time employee
22 or \$125.00 for a one-half time employee). The quarterly payment shall be made on the second
23 pay period of the quarter based on their FTE status from the previous quarter. Employees who
24 were hired during the middle of the quarter will be eligible for the incentive for that quarter based
25 on their FTE status. The ARNP incentive shall be considered base compensation for purposes of
26 calculating retirement contributions and benefits.

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Section 7.16.1 1995 Increase: The rates in Section 7.16 will be increased by the schedule below effective 1-1-95.

Calendar Years of Service	Annual Incentive
0-3 Years	\$2,000
4-6 Years	\$3,000
7-9 Years	\$4,000
10+ Years	\$5,000

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2 **ARTICLE 8: VACATIONS**

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4 **Section 8.1 Credited Hours for Accrual:**

5 Annual vacations with pay shall be granted to eligible employees computed at the rate
6 shown in Section 3 for each hour on regular pay status as shown on the payroll, but not to exceed
7 eighty-seven (87) hours per pay period.

8 **Section 8.2 Regular Pay Status:**

9 "Regular Pay Status" is defined as regular straight-time hours of work plus paid time off
10 such as vacation time, holiday time off and sick leave. At the discretion of the Health
11 Department, Up to one hundred and sixty (160) hours per calendar year of unpaid leave of
12 absence may be included as service for purposes of computing vacation.

13 **Section 8.3 Accrual Rates:**

14 The vacation accrual rate shall be determined in accordance with the rates set forth in
15 Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular
16 full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be
17 accrued and accumulated by an employee at any time.

Equivalent Annual Vacation for Full-time Employee

Accrual Rate Hours on regular pay status	Vacation earned per hour	Years of service	Working days per year	Hours	Max. Bal. (Hours)
0 - 08320	.0460	0 - 4.	12	96	192
08321 - 18720	.0577	5 - 9	15	120	240
18721 - 29120	.0615	10 - 14	16	128	256
29121 - 39520	.0692	15 - 19	18	144	288
39521 - 41600	.0769	20	20	160	320
41601 - 43680	.0807	21	21	168	336
43681 - 45760	.0846	22	22	176	352
45761 - 47840	.0885	23	23	184	368
47841 - 49920	.0923	24	24	192	384
49921 - 52000	.0961	25	25	200	400
52001 - 54080	.1000	26	26	208	416
54081 - 56160	.1038	27	27	216	432
56161 - 58240	.1076	28	28	224	448
58241 - 60320	.1115	29	29	232	464
60321 and over...	.1153	30	30	240	480

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 1040 hours six (6) months on regular pay status with Health Department approval.

Section 8.5 Maximum Accrual:

An employee may accumulate a vacation balance which shall never exceed at any time two times the number of annual vacation hours for which the employee is currently eligible. 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.

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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 Department and the Health Department Director concurs in such exception 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 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, 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.

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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 30 days of notice unless discussion is requested by the Association.

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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'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	

Effective January 1, 1995 Lincoln's Birthday will be eliminated and an additional personal holiday will be added, and administered in accordance with section 9.4 (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-thirty in the evening (10:30 p.m.) on the day preceding the calendar holiday and ending at ten-thirty in the evening (10:30 p.m.) on the day of the holiday. A regular employee shall receive holiday pay pursuant to section 4 below if four (4) or more hours of the shift fall within the above time periods.

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2 **Section 9.2 Qualifications for Holiday Pay:**

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

9 **Section 9.3 Holiday Premium Pay:**

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

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

16 **Section 9.4 Personal Holidays:**

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

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

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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 employees and employees working alternative work weeks whose 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.

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

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4 **Section 10.1 Accrual Rate and Usage:**

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

- 11 a). Illness or injury which has incapacitated the employee from performing regular
12 duties.
- 13 b). Disability due to pregnancy and/or childbirth.
- 14 c). Medical or dental appointments.
- 15 d). Care for the employee's child under the age of eighteen who has a health condition
16 that requires medical treatment or supervision.
- 17 e). Up to three (3) days of sick leave per agreement year maybe taken with the
18 approval of the employee's supervisor and/or department head when it is necessary that the
19 employee be off work in the event of a serious illness or accident in the immediate family. The
20 immediate family is limited to children, parents or legal spouse of the employee or domestic
21 partner.

22 **Section 10.2 Disciplinary Action for Abuse of Sick Leave:**

23 Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave
24 credit may be accumulated.

25 **Section 10.3 Reimbursement Upon Retirement:**

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Upon retirement, twenty-five percent (25%) 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, twenty-five percent (25%) 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.

Employees hired after February 6, 1985 shall be limited to a sick leave reimbursement, upon retirement or death, of 25% of their unused sick leave to a maximum of thirty (30) days.

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 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 County Personnel.

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.

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

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

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

10 **Section 10.6 Family and Medical Leave:**

11 Up to eighteen weeks of unpaid leave will be granted in a twelve(12) month period to care
12 for:

13 a. An employee's natural, foster or adoptive child.

- 14 1. Leave must be taken within twelve months of the birth or placement with the
15 adoptive or foster parent.
- 16 2. Leave should be taken in consecutive weeks unless the employee's division
17 manager agrees to more than one leave period; in any case, the leave periods
18 may not exceed eighteen weeks in the twelve-month period.

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

- 21 1. Leave to care for an ill member of the employee's family may be taken only
22 when the serious health condition requires the employee's presence.
- 23 2. A request for leave for an employee or to care for a family member with a
24 serious health problem must be supported by medical certification issued by the
25 appropriate health care provider except when leave is claimed to care for a
26 terminally ill child of the employee. The supporting document must state the
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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 twenty-four-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.

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.

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

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

- 8 a) the same position he or she held when the leave commenced, or a position with
9 equivalent status, and
10 b) equivalent benefits, pay and other terms and conditions of employment, and
11 c) an adjusted service date with time spent in the leave without pay status being
12 devoid of accruals (vacation, sick leave, seniority, etc.).

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

15 **Section 10.7 Military Leave:**

16 Pursuant to RCW 38.40.060 Military leaves for public employees:

17 Every officer and employee of the state or of any county, city, or other political
18 subdivision heretofore who is a member of the Washington National Guard or of the army, navy,
19 air force, coast guard, or marine corps reserve or of any organized reserve or armed forces of the
20 United States shall be entitled to and shall be granted military leave of absence from such
21 employment for a period not exceeding fifteen (15) days during each calendar year. Such leave
22 shall be granted in order that the person may take part in active training duty in such manner and
23 at such time as he may be ordered to active training duty. Such military leave of absence shall be
24 in addition to any vacation or sick leave to which the officer or employee might otherwise be
25 entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of
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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 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.

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2 **ARTICLE 11: *BEREAVEMENT LEAVE***

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4 **Section 11.1 Annual Entitlement:**

5 Regular full-time employees shall be entitled to three (3) working days (twenty-four
6 hours) of bereavement leave a year due to death of members of their immediate family; this is not
7 carried over into subsequent years, but starts a new each January 1st.

8 **Section 11.2 Use of Sick Leave for Bereavement Purposes:**

9 Regular full-time employees who have exhausted their bereavement leave shall be entitled
10 to use up to three days of sick leave (twenty-four hours) for each instance when death occurs to a
11 member of the employee's immediate family. One day of sick leave per year may be used for the
12 attendance of a funeral of other than a close relative or a significant person living in the
13 employee's household.

14 **Section 11.3 Pro-Rata Benefit for Part-Time Employees:**

15 Regular part-time employees shall be entitled to bereavement leave in the same proportion
16 as the number of hours worked is to the number of hours scheduled for a full-time position.

17 **Section 11.4 Definition of Immediate Family:**

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

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ARTICLE 12: *MEDICAL, DENTAL AND LIFE PLAN*

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:

A regular employee 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 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 the Labor Relations section of the Office of Human Resource 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 40 in a work week.

Section 13.3 Overtime:

Except as provided in Section 13.2 above, for regular full- and 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,

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2 compensatory time off at one and one-half (1 1/2) times. For per diem employees, overtime pay
3 shall be due for all hours worked over forty (40) in any one seven- (7) day work week.

4 **Section 13.4 Alternate Work Schedules:**

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

8 4 - 10 hour work days

9 a 9/8-off alternating work week schedule (the record keeping time-sheet for this
10 schedule must be the one which meets the FLSA standards dividing between two work weeks mid
11 shift on the fifth day of work which is either 8 hours or a day off.)

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

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

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

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

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

20 e). Employee participation shall be on a voluntary basis.

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

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

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2 **Section 13.5 Standby/Callback:**

3 Whenever an employee covered by this agreement is placed on standby duty by the Health
4 Department, the employee shall be available at a pre-designated location to respond to emergency
5 calls and, when necessary, return immediately to work. Employees who are placed on standby
6 duty by the Health Department shall be paid at the rate of ten percent (10%) of the straight time
7 hourly rate of pay listed in Appendix A for all hours assigned. The Department reserves the right
8 to determine the standby assignments.

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

12 Phone calls received by nurses on standby which do not result in the need to return to
13 work shall be logged and paid for at time and one-half for actual hours worked with no minimum.

14 It is understood that phone calls while on standby do not constitute a callback.

15 In lieu of the pay as provided herein, an employee may choose compensatory time
16 equivalent to such pay.

17 **Section 13.6 Schedule Changes:**

18 **Section 13.6.1 Jail Schedules:** Major schedule changes affecting the majority of nurses
19 in the Jail Health Clinic will be negotiated with the Association prior to implementation if the
20 planned schedule varies from current contract language.

21 Within 90 days of the ratification of this agreement, the Employer and the Association
22 agree to convene a meeting of the Local Conference Committee to explore the scheduling needs
23 and goals of both employees and management. The committee shall review the use of scheduling
24 patterns versus fixed schedules and the issue of individual shift changes. Such review may include
25 use of limited piloted programs to assess the feasibility of the Committee's recommendations.

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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 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.

The department reserves the right to make temporary changes to the schedule to ensure the staffing of the facility in cases of emergency (e.g. unanticipated absence of a scheduled nurse). Prior to changing the schedule, the employer will seek volunteers and utilize available per diem staff.

Section 13.6.2 Non-Jail Schedules:

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

Section 13.7 Negotiations:

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

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

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4 **Section 14.1 Payment for Work in a Higher Classification:**

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

11 **Section 14.2 Temporary Work in a Lower Classification:**

12 If an employee is assigned to work temporarily in a lower level job classification, the
13 employee shall be paid at his/her regular rate of pay.

14 **Section 14.3 Regular Work in a Lower Classification:**

15 If an employee works in a lower level job classification on a regular basis, at his or her
16 request or in lieu of a layoff, the employee will be paid at his/her same step in the salary range of
17 the lower job class.

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ARTICLE 15: CONFERENCE COMMITTEE

The Health Department jointly with the elected representative of the employees covered by Appendix 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.

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

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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. 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 - Director of Labor Relations

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.

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2 **ARTICLE 17 - STAFF DEVELOPMENT**

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4 **Section 17.1 Staff Development:**

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

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

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

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

14 **Section 17.2. Continuing Education Time:**

15 The Health Department and the Association agree continuous upgrading of employees
16 skills and knowledge is beneficial to providing quality health care services to the public.
17 Therefore employees covered by this Agreement are encouraged to take advantage of
18 opportunities available for continuing education. To this end, it shall be a policy of the Health
19 Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours) and ARNPs five (5)
20 days (40 hours) of paid leave annually for purposes of attending seminars and classes to earn
21 continuing education outside of the Health Department. Other paid leave for this purpose and in-
22 house educational programs shall be at the discretion of the Department Head. All such leave
23 shall first be scheduled and approved by the employee's supervisor. For this purpose, part-time
24 employees shall be due a prorated amount. The proration shall be determined based on the hours
25 worked in the preceding calendar year divided by the hours scheduled for a full-time position
26 during the same time period.

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ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS

Section 18.1 Personnel Reduction:

Personnel reduction both by entire positions or by reduction in hours of position(s), shall be by seniority, as defined in Section 3 below, within classification, except for Nurse Practitioners. Nurse Practitioners shall be laid off within scope of practice by seniority, again as defined in Section 3 below.

Any Nurse who is laid off may bump the least senior person in the next lower-level job classification within the bargaining unit (i.e., the base pay is less) provided that the Nurse has had prior work experience in that classification within the Health Department and the employee currently meets the minimum qualifications for the lower level position. In addition, the employee to be bumped must have less seniority as determined by his/her adjusted service date with the Employer, than that of the employee exercising his/her bumping rights.

A Nurse Practitioner without Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority may not bump a Nurse Practitioner with ARNP status and prescriptive authority. In addition Nurses from the supervisory bargaining unit meeting the above criteria may bump into the Staff Nurses bargaining unit.

Section 18.2 Layoff Notice to be Provided to WSNA:

Whenever a layoff is imminent within the bargaining unit, the department head shall provide WSNA with a list of employees to be laid off, as well as a general seniority list for the bargaining unit. Said list shall be provided two (2) weeks in advance of implementation of the layoff, unless an extraordinary situation arises which prohibits the Health Department from providing such a list. In addition, the Health Department shall notify those employees to be laid off within the bargaining unit two (2) weeks in advance of the layoff. However, in the event of a

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2 temporary layoff of less than fifteen (15) days, no layoff list need be provided to either WSNA or
3 to the laid off employees.

4 **Section 18.3 Seniority defined:**

5 Service credit for purposes of determining seniority within classification shall be
6 determined by the employee's adjusted service date within the employee's current classification. If
7 two employees have equal seniority, seniority shall be determined by the adjusted service date
8 reflecting the employee's date of hire by the employer.

9 For part-time employees, service credits shall be determined by actual hours of work,
10 2088 being the equivalent of one year.

11 **Section 18.4 Layoff Out of Order:**

12 The County may layoff out of the order described above for one or more of the reasons
13 cited below:

14 a). If the Department finds that the operating needs of the department require a special
15 experience, training or skill, the Employer shall meet with the Association to review said need. If
16 the least senior employee is the only employee meeting that operating requirement, and the more
17 senior employee would not reasonably be expected to learn the necessary skills in four (4) weeks,
18 the Department Director shall make the minimal adjustment necessary in the order of layoff to
19 prevent the undue hardship in the operating needs.

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

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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.

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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.

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2 **ARTICLE 21: SAFETY STANDARDS**

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4 **Section 21.1 Safe Working Conditions:**

5 Safe working conditions shall be provided in compliance with the Washington Industrial
6 Safety and Health Act (WISHA).

7 **Section 21.2 WISHA Standards:**

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

10 **Section 21.3 Protective Clothing and Equipment:**

11 Protective devices, protective equipment and protective clothing when required by the
12 employer, laws or regulations, will be furnished to and used by the employees.

13 **Section 21.4 Safety Meetings:**

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

17 **Section 21.5 Employees Must Comply with Safety Rules:**

18 At the direction of the Employer, it shall be the duty of every employee covered by this
19 Agreement to comply with established safety rules, promote safety and to assist in the prevention
20 of accidents.

21 **Section 21.6 Employee Participation in Safety Program:**

22 All employees covered by this Agreement are expected to participate and cooperate in the
23 Employer's Safety Program.

24 **Section 21.7 Internal Resolution of Safety Concerns:** Employees shall present

25 unresolved safety issues to the Employer's Safety Committee prior to presenting same to an
26 outside agency empowered with upholding the state WISHA law.

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2 **ARTICLE 22: DEFINITIONS**

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4 **Section 22.1 "Full-time employee"** means an employee who is not on probation and is
5 employed in a full-time position.

6 **Section 22.2 "Full-time position"** means a permanent position which has an established
7 work schedule of not less than forty hours per week, or 2080 hours in a calendar year.

8 **Section 22.3 "Part-time employee"** means an individual employed in a part-time position.

9 **Section 22.4 "Part-time position"** means a position established for a portion of or
10 throughout a calendar year, and which requires less than 40 hours of work per week.

11 **Section 22.5 "Per Diem employee"** means an individual employed on an intermittent or as
12 needed basis. After a per diem employee has worked for 1044 hours, the Association may request
13 a meeting with the Employer to review the need for the work to be performed by an employee
14 appointed to a permanent position at that site. If such a need is jointly determined, the
15 Department Director shall make a position request to the Budget Office.

16 **Section 22.6 "Permanent position"** means a position established in the County budget
17 and which will require at least twenty-eight weeks of service per calendar year at the weekly
18 schedule established for the position. Where a position is established to begin after January 1 of
19 any year, and, as a result will require less than twenty-eight weeks of service in that year, the
20 Director of Human Resources may determine that such position shall be deemed permanent. A
21 position established in the budget may be abrogated at any time.

22 **Section 22.7 "Position"** means a group of current duties and responsibilities assigned by
23 competent authority requiring the employment of one person.

24 **Section 22.8 "Probationary employee"** means a potential health service employee who is
25 serving a probationary period.

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2 Section 22.9 "*Probationary period*" means a period of time prior to appointment
3 constituting the final step in the competitive screening process for health service. Appointment
4 as a health service employee is accomplished only after the applicant successfully completes a
5 probationary period of no less than twelve (12) months.

6 Section 22.10 "*Temporary employee*" means a provisional employee or an individual
7 employed in a temporary position.

8 Section 22.11 "*Temporary position*" means a position which is not a permanent position
9 as defined by ordinance.

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2 **ARTICLE 23: WORK STOPPAGES**

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4 **Section 23.1 No Work Stoppages:**

5 The Employer and the Association agree that the public interest requires the efficient and
6 uninterrupted performance of Health Department services and to this end pledge their best efforts
7 to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement,
8 the Association or its members shall not cause or condone any work stoppage, strike, slow down
9 or other interference with Health Department functions by employees under this Agreement, and
10 should same occur, the Association agrees to take appropriate steps to end such interference.
11 Employees covered by this Agreement who engage in any of the foregoing actions shall be subject
12 to such disciplinary action as may be determined by the Employer; including but not limited to the
13 recovery of any financial losses suffered by the Employer.

14 **Section 23.2 Association's Responsibilities:**

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

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

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

25 c). The Association shall not question the unqualified right of the Employer to discipline
26 or discharge employees engaging in or encouraging such action. It is understood that such action

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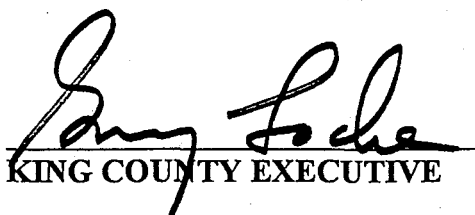
on the part of the Employer shall be final and binding upon the Association and its members and shall in no case be construed as a violation by the employer of any provisions in this Agreement.

ARTICLE 24: TERM OF AGREEMENT

This agreement shall become effective January 1, 1994 and shall remain in effect through December 31, 1996. 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, 1996.

APPROVED this 12th day of August 1994.

KING COUNTY approved by
Ordinance # _____


KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:

 7-21-94
WASHINGTON STATE NURSES ASSOCIATION

310:con94-1