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ORDINANCE NO. 12167

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Washington State Nurses Association, and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1996, through and including December 31, 1998.

INTRODUCED AND READ for the first time this 4<sup>th</sup> day of March, 1996.

PASSED by a vote of 13 to 0 this 11<sup>th</sup> day of March, 1996.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Louise Miller  
VICE Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 21<sup>st</sup> day of March, 1996.

Greg Locke  
King County Executive

Attachment:  
Collective Bargaining Agreement

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

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1 ARTICLE 2: NONDISCRIMINATION

2        **Section 1. Gender-Neutral Language.** Whenever words denoting gender are used in this  
3 Agreement, they are intended to apply equally to either gender.

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

9        **Section 3. Avenue of Redress.** Complaints or charges under this Article shall be pursued  
10 through appropriate equal employment opportunity agencies.

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

2       **Section 1. Bargaining Unit.** The Employer hereby recognizes the Association as the  
3 exclusive collective bargaining representative for the purposes stated in RCW 41.56 of all employees  
4 employed within the bargaining unit defined by the classifications listed in Appendix A to this  
5 Agreement. This shall include all regular full-time, and regular part-time employees (employees  
6 working 20 or more hours per week).

7       **Section 2. Non-discrimination.** The Employer agrees that the Association has the right to  
8 encourage all employees in the bargaining unit to become and remain members in good standing of  
9 the Association, and the Association accepts its responsibility to fairly represent all employees in the  
10 bargaining unit regardless of membership status. Neither party shall discriminate against any  
11 employee or applicant for employment on account of membership in or non-membership in any  
12 union or other employee organization.

13       **Section 3. Payroll Deduction.** The Employer agrees to deduct from the pay check of each  
14 employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly  
15 required of members of the Association. The amounts deducted shall be transmitted monthly to the  
16 Association on behalf of the employees involved. Authorization by the employee shall be on a form  
17 approved by the parties hereto and may be revoked by the employee upon request. The performance  
18 of this function is recognized as a service to the Association by the Employer.

19       **Section 4. Association Membership.** All employees covered by this Agreement who are  
20 members of the Association on or after the date of signing of this Agreement shall remain members  
21 in good standing.

22       All regular employees covered by this Agreement hired on or after January 1, 1978, shall be  
23 required to become and remain an Association member in good standing within thirty (30) calendar  
24 days from the day of employment; provided, however, it is understood that the above requirements to  
25 apply for Association membership and/or maintain Association membership shall be satisfied by an  
26 offer of the employee to pay any regular initiation fee and the regular dues uniformly required by the  
27 Association of its members covered by this Agreement.  
28

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

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

13           **Section 6. Non-discrimination.** No employee shall be discriminated against for any lawful  
14 Association activity, including serving on an Association committee or as local unit chairperson  
15 outside of scheduled working hours.

16           **Section 7. Religious Exemptions.** Employees covered by this Agreement who for bona fide  
17 religious tenets or teachings of a church or religious body are forbidden from joining a union shall  
18 contribute an amount equivalent to regular Association dues and initiation fees to a nonreligious  
19 charity or to another charitable organization mutually agreed upon by the employee affected and the  
20 bargaining representative to which such employee would otherwise pay the regular monthly dues.

21           **Section 8. Visitation.** A representative of Washington State Nurses Association may, after  
22 notifying the Department Official in charge who is outside of the bargaining unit, visit the work  
23 location of employees covered by this Agreement at any reasonable time for the purpose of  
24 investigating grievances. Such representative shall limit his/her activities during such investigation  
25 to matters relating to this Agreement. Department work hours shall not be used by employees or the  
26 Representative of Washington State Nurses Association for the conduct of Association business or  
27 the promotion of Association affairs.  
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1            *Section 9. Bargaining Unit Roster.* Annually, the Employer will, upon request, provide to  
2 the Association a complete list of employees covered by this Agreement. The list will include the  
3 name, address, telephone, status, job title, and date of hire for each employee. In addition, the  
4 Employer will provide a monthly payroll register update.

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1 ARTICLE 4: MANAGEMENT RIGHTS

2           *Section 1.* The right to hire, promote, discharge for just cause, improve efficiency and  
3 determine the work schedules and location of Department Headquarters are examples of management  
4 prerogatives. It is also understood that the Health Department retains its right to manage and operate  
5 its Departments except as may be limited by an express provision of this Agreement. This  
6 Agreement shall not limit the right of the Health Department to contract for services of any and all  
7 types, provided that such contract shall not be used in lieu of, or to replace services traditionally and  
8 usually performed by regular employees, except on a temporary basis, without prior discussion in a  
9 meeting with an Association staff representative and the Conference Committee.

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1 ARTICLE 5: GRIEVANCE PROCEDURE

2 Management recognizes the importance and desirability of settling grievances promptly and  
3 fairly in the interest of continued good employee relations and morale and to this end the following  
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest  
5 possible level of supervision.

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

8 *Section 1. Definition:*

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

11 *Section 2. Process:*

12 Step 1. Supervisor. A grievance shall be presented in writing by the aggrieved employee  
13 (and his/her selected representative if the employee wishes) within ten (10) working days of the  
14 occurrence, or the date the employee should have known of the occurrence, of such grievance to the  
15 employee's immediate supervisor. The immediate supervisor shall gain all relevant facts and shall  
16 attempt to adjust the matter and notify the employee in writing within ten (10) working days. If a  
17 grievance is not pursued to the next level within ten (10) working days, it shall be presumed  
18 resolved.

19 Step 2. Division Manager. If after thorough discussion with the immediate supervisor the  
20 grievance has not been satisfactorily resolved, the employee and his/her representative shall then  
21 present the grievance to the Division Director for investigation, discussion, and written reply. The  
22 Division Director, after consulting with the Department Director, shall make a written decision  
23 available to the aggrieved employee with a copy mailed to the Association within five (5) working  
24 days. If the grievance is not pursued to the next higher level within five (5) working days, it shall be  
25 presumed resolved.

26 Step 3. Committee. If after thorough evaluation, the decision of the Division Director has  
27 not resolved the grievance to the satisfaction of the employee, the Association shall notify the  
28 Director of Public Health and the King County Director of the Office of Human Resource

1 Management (OHRM). The grievance shall then be presented to a committee comprised of one  
2 representative from the Union, one representative from the Department and the King County Director  
3 of OHRM or his/her designee, who shall also act as Chair.

4 This committee shall convene a hearing for the purpose of resolving the grievance. Both  
5 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall  
6 be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The  
7 committee shall render a decision within five (5) working days of the hearing.

8 Step 4. Arbitration. Should this committee be unable to agree, or should the decision of the  
9 committee not resolve the grievances to the satisfaction of the Association or the Employer, either  
10 the Union or the Employer may request arbitration within thirty (30) days and must specify:

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

18 Should arbitration be chosen, the committee shall then select a third disinterested party to  
19 serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the  
20 arbitrator shall be selected from a panel of seven arbitrators furnished by the FMCS. The arbitrator  
21 will be selected from the list by both the department representative and the Association, each  
22 alternately striking a name from the list until only one remains. The arbitrator shall be asked to  
23 render a decision promptly and the decision of the arbitrator shall be final and binding on both  
24 parties.  
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1 In connection with any arbitration proceeding held pursuant to this Agreement, it is  
2 understood as follows:

- 3 1. The arbitrator shall have no power to render a decision that will add to, subtract from, or  
4 alter, change, or modify the terms of this Agreement, and his power shall be limited to  
5 interpretation or application of the express terms of this Agreement, and all other matters  
6 shall be excluded from arbitration.
- 7 2. No matter may be arbitrated which the Employer by law, has no authority over, has no  
8 authority to change, or has been delegated to any civil service commission or personnel  
9 board, as defined in the Revised Code of Washington, Chapter 41.56.
- 10 3. The cost of the arbitrator shall be borne equally by the County and the Association, and each  
11 party shall bear the cost of presenting its own case.

12 The parties agree to otherwise abide by the award made in connection with any arbitrable  
13 difference. There shall be no strikes, cessation of work or lockout during such conferences or  
14 arbitration.

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

16 **Section 3. Time Limits** Failure by an employee or the Association to comply with any time  
17 limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,  
18 however, any time limits stipulated in the grievance procedure may be extended for stated periods of  
19 time by the appropriate parties by mutual agreement in writing.

20 **Section 4. Back Pay Awards.** Arbitration awards or grievance settlements shall not be made  
21 retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based;  
22 that date being fifteen (15) or less days prior to the initial filing of the grievance, unless the  
23 circumstances of the grievance were not and could not have been known by the grievant.

24 **Section 5. Association Grievances.** A contract grievance in the interest of a majority of the  
25 employees in the bargaining unit shall be reduced to writing by the Association and may be  
26 introduced at Step 2 of the contract grievance procedure to the Director of Public Health and be  
27 processed within the time limits set forth herein.  
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1 ARTICLE 6: WORK STOPPAGES

2       *Section 1. No Work Stoppages.* The Employer and the Association agree that the public  
3 interest requires the efficient and uninterrupted performance of Health Department services and to  
4 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During  
5 the life of this Agreement, the Association or its members shall not cause or condone any work  
6 stoppage, strike, slow down or other interference with Health Department functions by employees  
7 under this Agreement, and should same occur, the Association agrees to take appropriate steps to end  
8 such interference. Employees covered by this Agreement who engage in any of the foregoing actions  
9 shall be subject to such disciplinary action as may be determined by the Employer; including but not  
10 limited to the recovery of any financial losses suffered by the Employer.

11       *Section 2. Association's Responsibilities.* In the event, however, that there is a work  
12 stoppage or any other interference with Health Department functions which is not authorized by the  
13 Association, the Employer agrees that there shall be no liability on the part of the Association, its  
14 officers or representatives; provided that in the event of such unauthorized action they first meet the  
15 following conditions:

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

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

21       c.       The Association shall not question the unqualified right of the Employer to discipline  
22 or discharge employees engaging in or encouraging such action. It is understood that such action on  
23 the part of the Employer shall be final and binding upon the Association and its members and shall in  
24 no case be construed as a violation by the Employer of any provisions in this Agreement.  
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1 ARTICLE 7 : JOB TITLES AND RATES OF PAY

2 *Section 1. Wage Rates.*

3 (a) (1996) The job titles of employees covered under this Agreement and the  
4 corresponding rates of pay for 1996 are set forth in Appendix A which is attached hereto and made a  
5 part of this Agreement. These rates shall be effective January 1, 1996. These rates reflect a 2.25%  
6 increase.

7 1997 - Effective with the beginning of the first full pay period nearest January 1, 1997  
8 or January 1, 1997, the rates of pay set forth within Appendix "A" of this Agreement shall be  
9 increased by ninety percent (90%) of the percentage increase in the United States City Average  
10 Consumer Price Index which occurs during the twelve (12) month period from September 1995 to  
11 September 1996; provided however, said percentage increase shall not be less than two percent (2%)  
12 nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the  
13 Urban Wage Earners and Clerical Workers (CPI-W). All Items Revised Series (1982-84=100), as  
14 published by the Bureau of Labor Statistics, United States Department of Labor.

15 1998 - Effective with the first full pay period nearest January 1, 1998 or January 1,  
16 1998, the rates of pay set forth within Appendix "A" of this Agreement as further amended by  
17 Section 4.5 shall be increased by ninety percent (90%) of the percentage increase in the United States  
18 City Average Consumer Price Index which occurs during the twelve (12) month period from  
19 September 1996 to September 1997; provided however, said percentage increase shall not be less  
20 than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer  
21 Price Index for the Urban Wage Earners and Clerical Workers (CPI-W). All Items Revised Series  
22 (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

23 (b) During the term of the agreement the County may convert to a bi-weekly payroll  
24 pursuant to the conditions adopted by the King County Council.

25 *Section 2. Position Vacancies.* Except where reassignments are made by the Health  
26 Department, vacancies created within the job titles covered by this Agreement by virtue of separation  
27 or newly created positions shall be posted for not less than five (5) consecutive days; provided,  
28

1 however, the Health Department retains the right to determine who, if anybody, shall be selected for  
2 and/or transferred to said vacancy.

3 **Section 3. Salary upon Reclassification.** If an Assistant Personal Health Services  
4 Supervisor position is reclassified to a Personal Health Services Supervisor classification, the wage  
5 rate of the incumbent employee will be adjusted to the next step increase, similar to a promotion.

6 **Section 4. Mileage Reimbursement.** An employee who is required by the Health  
7 Department to provide a personal automobile for use in Health Department business shall be  
8 reimbursed for such use at the rate of twenty-four cents (\$.24) per mile, or at such higher rate as  
9 established by ordinance by the County Council, for all miles driven in the course of Health  
10 Department business.

11 **Section 5. Uniforms.** If a uniform and special shoes are, in the future, required as a  
12 condition of employment for employees covered by this Agreement, the Health Department agrees to  
13 inform the Association thirty (30) days prior to implementation of said condition of employment and  
14 negotiate the conditions thereof.

15 **Section 6. Performance Evaluations.**

16 a. The Health Department shall maintain a performance evaluation system relating to  
17 employees covered by this Agreement. The performance evaluation system shall be used as a  
18 method in measuring an employee's performance or lack thereof in accomplishing in the most  
19 efficient and effective manner the goals and objectives of the Health Department as they relate to  
20 employees covered by this Agreement.

21 b. The performance evaluation system devised by the Health Department must, among  
22 any other criteria determined by the Health Department, encompass performance expectations based  
23 upon the goals and objectives of the Health Department, assigned duties, Health Department policies  
24 and procedures, Health Department operating instructions, any written document promulgated by or  
25 adhered to by the Health Department pertaining to employees covered by this Agreement, or any  
26 work practices pertaining to employees covered by this Agreement.  
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1 c. The evaluation shall be prepared on a format devised by the Health Department and  
2 presented by an evaluator who has been instructed in the method of evaluation used and who has  
3 been responsible for the supervision of the evaluatee's work.

4 d. The evaluation must be prepared prior to, and presented to the affected employee at an  
5 evaluation conference which must be conducted by the person writing the evaluation. The evaluatee  
6 has the responsibility to participate in the evaluation conference and to improve work performance in  
7 any area where performance deficiencies are found to exist.

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

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

15 **Section 7. Professional Liability Insurance.** The Health Department will insure that full-  
16 time and part-time employees covered by this Agreement are included under the self-insured  
17 Professional Liability insurance policy regularly maintained by the Health Department. A copy of  
18 said policy shall be provided to the Association.

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

23 **Section 9. License Renewal.** The Health Department shall pay for the cost of the following  
24 fees for all regular full-time and part-time Supervisors and Assistant Supervisors:

25 Renewal for Registered Nurse License

26 Renewal for Nurse Practitioner License

27 Renewal for ANA Certification

28 Application and renewal fees of state authorized prescriptive authority.

1           **Section 10. Advance Step Hire.** Employees may be hired at up to Step 5 of the salary range  
 2 upon the approval of the Health Department Director. The Health Department agrees to use the  
 3 general criteria developed by the conference committee. THE DECISION OF THE DIRECTOR IS  
 4 NOT GRIEVABLE.

5           **Section 11. Shift Differentials.**

6           A bargaining unit employee scheduled to work in a facility or site which is staffed for 24 hour  
 7 operation and scheduled to work not less than four (4) hours of his/her work shift during the evening  
 8 (swing) shift or night (graveyard) shift, shall receive one of the following shift differentials for all  
 9 scheduled hours worked during each shift.

	Effective 1/1/96
Swing Shift	\$2.00 per hour
Graveyard Shift	\$3.25 per hour

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 14           Other employees will receive the swing shift differential for all hours worked after the  
 15 normal business hours of 5:00 p.m., provided that employees who voluntarily agree to a flex  
 16 schedule shall not receive a shift differential.

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

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

22           The swing shift period shall normally encompass the hours from 2:30 p.m. to 10:30 p.m. The  
 23 graveyard shift period shall normally encompass the hours from 10:30 p.m. to 6:30 a.m.

24           **Section 12. Jail Premium.**

25           a.       Effective January 1, 1993, Addendum A shall list each classification title as a separate  
 26 listing for assignment to the Jail Health Services Clinic and shall show at each step a rate of pay of  
 27 fifteen percent (15%) higher than the rate for non-Jail Health Clinic assignments. The rate thus  
 28



1 becomes a "base" or "regular" rate of pay for this assignment and is included in the computation for  
2 overtime and is payable for paid leave and holiday pay.

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

9       **Section 14. Longevity Premium.** Employees with eight (8) years of public health service  
10 with King County or the City of Seattle will be paid a two percent (2%) longevity premium,  
11 employees with ten (10) years of public health service with King County or the City of Seattle will  
12 be paid a three percent (3%) longevity premium, employees with twelve (12) years of public health  
13 service shall be paid a four percent (4%) longevity premium, employees with fifteen (15) years of  
14 public health service shall be paid a five percent (5%) longevity premium, and employees with  
15 twenty (20) years of public health service shall be paid a six percent (6%) longevity premium.

16       **Section 15.** For the duration of this Agreement, the differentials and premiums provided for  
17 in this Article shall be maintained at rates no less than the same differentials and premiums provided  
18 for in the WSNA-Staff Unit contract.

1 **ARTICLE 8: VACATIONS**

2 *Section 1. Credited Hours for Accrual.* Annual vacations with pay shall be granted to  
 3 eligible employees computed at the rate shown in Section 3 for each hour on regular pay status as  
 4 shown on the payroll, but not to exceed eight-seven (87) hours per pay period.

5 *Section 2. Regular Pay Status.* "Regular Pay Status" is defined as regular straight-time  
 6 hours of work plus paid time off such as vacation time, holiday time off and sick leave. At the  
 7 discretion of the Health Department, up to one hundred and sixty (160) hours per calendar year of  
 8 unpaid leave of absence may be included as service for purposes of computing vacation.

9 *Section 3. Accrual Rates.* The vacation accrual rate shall be determined in accordance with the  
 10 rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a  
 11 regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be  
 12 accrued and accumulated by an employee at any time.

ACCRUAL RATE		EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			
Hours on Regular Pay-Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)	
0	8352	.0460	0-4	12	96
8353	14616	.0577	5-7	15	120
14617	18792	.0615	8-9	16	128
18793	33048	.0769	10-15	20	160
33409	35496	.0807	16	21	168
35497	37586	.0846	17	22	176
37585	39672	.0885	18	23	184
39673	41760	.0923	19	24	192
41761	43848	.0961	20	25	200
43849	45936	.1000	21	26	208
45937	48024	.1038	22	27	216
48025	50112	.1076	23	28	224
50113	52200	.1115	24	29	232
52201		.1153	25	30	240

1           **Section 4. Accumulation and Use of Vacation.** Eligible employees shall accumulate  
2 vacation from the date of entering Health Department service and may use accumulated vacation  
3 with pay after 1040 hours on regular pay status with Health Department approval.

4           **Section 5. Maximum Accrual.**

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

9           b. Exceptions to Section 5(a) can be made only when the Health Department cancels an  
10 employee's previously scheduled vacation which has been approved by the Health Department and  
11 both the Department Head and the King County Director of OHRM concur in such exception. The  
12 exception cannot be continued for more than three (3) months.

13           **Section 6.** The minimum vacation allowance to be used by an employee shall be one-half  
14 day or, at the discretion of the head of the department, such lesser amount as may be approved by the  
15 department head.

16           **Section 7. Vacation Payoff upon Termination.** An employee who terminates employment  
17 after more than six (6) months service shall be paid in a lump sum for any unused vacation accrued,  
18 not to exceed the maximum year-end balance. Upon the death of an employee in active service, such  
19 payment will be made to the estate of the deceased employee. Employees who are eligible for  
20 participation in the Public Employees' Retirement System Plan I. shall not be compensated for more  
21 than two hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours  
22 accrued in excess of two hundred forty (240) hours may be used prior to the employee's date of  
23 retirement or such hours will be lost.

24           **Section 8. Vacation in Conjunction with Leave of Absence.** An employee who is granted  
25 an extended leave of absence which includes the next succeeding calendar year shall be paid in a  
26 lump sum for any vacation earned in the current year or, at the Department's option, the employee  
27 shall be required to exhaust such vacation time before being separated from the payroll.  
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1            *Section 9. Vacation Use for Medical Reasons.* Where an employee has exhausted his/her  
2 sick leave balance, the employee may use vacation for further leave for medical reasons only with  
3 prior approval of the department head. In all other instances, employees must use all accrued  
4 vacation prior to beginning a leave of absence.

5            *Section 10. Department's Responsibility to Set Vacation Schedules.* The department head  
6 shall arrange vacation time for employees on such schedules as will least interfere with the functions  
7 of the department.

8            *Section 11.* Employees may donate vacation time consistent with the provisions of County  
9 Ordinance.

10            1. Any full-time regular employee or part-time regular employee, who is  
11 employed at least half-time and receives vacation and sick leave may donate a portion of his  
12 or her accrued vacation leave to a full-time regular employee or part-time regular employee  
13 who is employed at least half-time and receives vacation and sick leave. Such donation will  
14 occur upon written request to and approval of the donating and receiving employees'  
15 department director(s), except that requests for vacation donation made for the purposes of  
16 supplementing the sick leave benefits of the receiving employee shall not be denied unless  
17 approval would result in a departmental hardship for the receiving department.

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

22            3. Donated vacation leave hours must be used within ninety (90) calendar days  
23 following the date of donation. Donated hours not used within ninety (90) days, or due to  
24 the death of the receiving employee, shall revert to the donor. Donated vacation leave  
25 hours shall be excluded from vacation leave payoff provisions contained in this chapter.  
26 For purposes of this section, the first hours used by an employee shall be accrued vacation  
27 leave hours.  
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1           4. All vacation hours donated shall be converted to a dollar value based on the  
2 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by  
3 the receiving employee's hourly rate to determine the actual number of hours received. Unused  
4 donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate  
5 at the time of reconversion.

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

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

**Section 1. Accrual Rate and Usage.** A uniform plan for sick leave with pay shall be granted to eligible Health Department employees. Sick leave credit shall accumulate at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Effective April 24, 1986, new employees will accrue sick leave on an hourly basis to begin the first of the month following the date of employment. Sick leave credit may be used for bona fide cases of:

- a. Illness or injury which has incapacitated the employee from performing regular duties.
- b. Disability due to pregnancy and/or childbirth.
- c. Medical or dental appointments.
- d. Accrued sick leave may be used to care for a child of the employee under the age of eighteen (18) who has a health condition that requires treatment or supervision.
- e. Except as provided in subsection (d) above, up to three (3) days of sick leave per agreement year may be taken with the approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident in the immediate family. The immediate family is limited to the spouse, children, and parents of the employee.

**Section 2. Abuse of Sick Leave.** Abuse of sick leave shall be grounds for suspension or dismissal.

**Section 3. Accumulation of Sick Leave.** Unlimited sick leave credit may be accumulated.

**Section 4. Reimbursement Upon Retirement.**

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

1           **Section 5. Training Leaves.** The Health Department and the Association agree that  
2 continuous upgrading of employee skills and knowledge is beneficial to providing quality health care  
3 services to the public. Therefore, employees covered by this Agreement are encouraged to take  
4 advantage of opportunities available for continuing study and self-improvement. To this end it shall  
5 be a policy of the Health Department where feasible and at the discretion of the Department Head to  
6 allow employees covered by this Agreement time off with or without pay and with or without related  
7 expenses to attend professional meetings and/or Association meetings and conferences which focus  
8 on job-related nursing practice.

9           It is hereby agreed that Article 10, Section 5, does not, in any way, interfere with the  
10 department head's authority to grant or deny leave with or without pay and with or without related  
11 expenses.

12           **Section 6. Leaves of Absence.** Leaves of absence shall be administered in accordance with  
13 the Health Department Personnel Guidelines.

14           **Section 7. Leaves of Absence Requests.** All leaves of absence are to be requested in writing  
15 as far in advance as possible, stating all pertinent details and the amount of time requested. An  
16 employee shall not lose accrued years of seniority when granted an unpaid leave of absence for up to  
17 one year. Unpaid leaves of absence for 30 calendar days or less shall not result in a loss of service  
18 credit or an adjustment to the service date.

19           **Section 8. Military Leave.** Military leaves shall be granted pursuant to RCW 38.40.060.

20           **Section 9. Jury Duty.** An employee shall suffer no monetary loss while on jury duty. The  
21 amount of any compensation derived from jury duty during the employee's normal work schedule,  
22 except for transportation allowance, shall be deducted from the gross pay due the employee for such  
23 period; provided that an employee excused by the court on any day of such duty falling within his  
24 normal work schedule shall notify his supervisor and if so directed report for work for the balance of  
25 his normal shift.

26           **Section 10. Wellness Incentive.** Employees within the bargaining unit who, in a calendar  
27 year ending on December 15 each year, use less than thirty-three (33) hours of sick leave may  
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1 convert sixteen (16) hours of unused, accrued sick leave to two(2) vacation days to be used in the  
2 following year.

3 **Section 11. Donation of Sick Leave.** Employees may donate sick leave consistent with the  
4 provisions of County Ordinance.

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

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

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

20 **Section 12.** All donations of sick leave made under this section are strictly voluntary.  
21 Employees are prohibited from soliciting, offering or receiving monetary or any other  
22 compensation or benefits in exchange for donating vacation or sick leave hours.

23 **Section 13.** Sick leave hours donated shall be converted to a dollar value based on the  
24 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by  
25 the receiving employee's hourly rate to determine the actual number of hours received. Unused  
26 donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate  
27 at the time of reconversion.  
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1 **ARTICLE 11: BEREAVEMENT LEAVE**

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

5       **Section 2. Use of Sick Leave for Bereavement Purposes.** Regular full-time employees who  
6 have exhausted their bereavement leave shall be entitled to use up to three days of sick leave (twenty-  
7 four hours) for each instance when death occurs to a member of the employee's immediate family.  
8 One day of sick leave per year may be used for the attendance of a funeral of other than a close  
9 relative or a significant person living in the employee's household.

10       **Section 3. Pro-rata Benefit for Part-time Employees.** Regular part-time employees shall be  
11 entitled to bereavement leave in the same proportion as the number of hours worked is to the number  
12 of hours scheduled for a full-time position.

13       **Section 4. Definition of Immediate Family.** For purposes of this article, a member of the  
14 immediate family is construed to mean persons related by blood or marriage or legal adoption as  
15 follows: mother, father, husband, domestic partner, domestic partner's parents, wife, son, daughter,  
16 grandparent, grandchild, brother, sister of the employee, or other relative or significant person living  
17 in the employee's household.

1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

2       **Section 1. Continuation of the Plan.** The Employer will provide a medical, dental, disability  
3 and life insurance plan for all regular employees, and agrees to maintain such plans in effect for the  
4 duration of this Agreement.

5       **Section 2. Benefit Eligibility.** A regular employee shall be eligible for receipt of all benefits  
6 under the County's medical, dental, vision, disability and life insurance programs on the first day of  
7 the month following completion of the applicable waiting period, if any, as negotiated through the  
8 County Insurance Committee.

9       **Section 3. Plan Changes.** Medical, dental, disability and life insurance benefits shall be as  
10 negotiated through the County Insurance Committee which negotiates with collective bargaining  
11 representatives of County employees as a group. Employee contributions for the cost of such plans  
12 shall similarly be as determined by the negotiations of that committee.

13       **Section 4. Industrial Insurance.** Employees covered by this Agreement shall be covered by  
14 the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.  
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1 **ARTICLE 13.: HOURS OF WORK AND OVERTIME**

2 *Section 1. Work Day.* Eight (8) hours shall constitute a normal day's work and five (5)  
3 consecutive days a normal week's work.

4 *Section 2. Work Week.* The basic work week shall begin at 12:00 a.m. Sunday and end at  
5 11:59 p.m. Saturday. Each scheduling unit may establish a flex-time work schedule within these  
6 hours. In such a flex-time schedule the daily and weekly work schedule shall be that which is  
7 mutually agreeable to the employee and the immediate supervisor.

8 *Section 3. Overtime.* All work performed, at the direction of the employee's Manager, over  
9 forty (40) hours in any one (1) work week or over eight (8) hours in one (1) work day, or over ten  
10 (10) hours per day depending on the employee's regular schedule, shall be considered as overtime  
11 and shall be paid for at the overtime rate of one and one-half (1 1/2) times the straight time rate of  
12 pay, or upon approval of the Employer, compensatory time off at one and one-half (1 1/2) times.  
13 Compensatory time balances shall not exceed 80 hours in the clinics or 40 hours in the jail.

14 *Section 4. Work Schedules.* When management deems it necessary, work schedules other  
15 than a Monday through Friday schedule may be established and hours other than 40 per week may be  
16 established.

17 *Section 5. Alternative Work Schedules.* It is hereby agreed that the Employer may,  
18 notwithstanding other Sections of this Article, implement alternative work schedules affecting  
19 employees covered by this Agreement.

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

23 -4 10-hour work days;

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

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

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

- b).. Vacation benefits shall be accrued and expended on an hourly basis;
- c). Sick Leave benefits shall be accrued and expended on an hourly basis;
- d). Holidays shall be granted in accordance with Article 9 of this Agreement;
- e). Employee participation shall be on a voluntary basis.

*Section 6.* Any past, present or future work schedule in which an employee, by action of the Health Department, receives eight (8) hours' pay for less than eight (8) hours' work per day may be changed by the Health Department at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours' pay. The substance of the above sentence shall also apply to the forty (40) hour work week.

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1 ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION

2       *Section 1. Payment for Work Out of Classification.* Whenever an employee is assigned by  
3 proper authority to perform all the duties and accept all of the responsibility of an employee at a  
4 higher paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid at  
5 the rate established for such classification while performing such duties and accepting such  
6 responsibility. Proper authority shall be a supervisory employee in the line of organization outside of  
7 the bargaining unit, and if his position is to be filled, proper authority shall be his/her supervisor.

8       *Section 2.* Employees in a training capacity may be assigned work normally performed by a  
9 higher classification, except that they will not be assigned the duties of a higher classification to  
10 circumvent the intent of Section 1 hereof.

11       *Section 3.* Any employee assigned to a training position shall be notified one (1) work week  
12 in advance except in emergencies by his immediate supervisor of his training status.

13       *Section 4.* An employee assigned to a training position (training status) shall be under the  
14 supervision and guidance of her/his immediate supervisor, and shall not remain in the training  
15 position for more than twenty (20) consecutive normal working days.  
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1 ARTICLE 15: CONFERENCE COMMITTEE

2           The Health Department jointly with the elected representative of the employees covered by  
3 Appendix A of this Agreement shall establish a Conference Committee to assist with mutual  
4 problems regarding nursing personnel and patient care, and for the purpose of discussing and  
5 facilitating the resolution of all problems which may arise between the parties other than those for  
6 which another procedure is provided by law or by other provisions of this Agreement. The function  
7 of the committee shall be limited to an advisory rather than a decision-making capacity. Such  
8 committee shall be on a permanent basis and meet as mutually agreed, and shall consist of three  
9 representatives of administration and three representatives of the employees.

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

1 ARTICLE 16: NURSING PRACTICE COMMITTEE

2 A Nursing Practice Committee may, at the request of the Association, be established within  
3 the Seattle-King County Department of Public Health. The purpose of this Committee is to discuss  
4 possible methods and means to enhance nursing practice and patient care. The Committee is an  
5 appropriate forum to discuss definition of levels of practice that may be used in the development of a  
6 clinical ladder. The Committee shall be composed of two (2) supervisory employees covered by this  
7 Agreement, five (5) non-supervisory employees covered by the Washington State Nurses Association  
8 Staff Nurses Agreement who shall be appointed by each of the Association's Local Units, and two (2)  
9 representatives of the Department Head, preferably the Chief of Nursing Services and a District  
10 Administrator.

11 The Nursing Practice Committee shall meet monthly. Each Committee member shall be  
12 entitled to one (1) paid hour for the purpose of attending the monthly meeting, and when necessary,  
13 not more than one paid hour for preparation for same each month. Such meetings shall be scheduled  
14 in advance and so as to minimize conflict with regularly assigned duties. The Committee shall  
15 prepare an agenda and keep minutes of all meetings. A copy of the agenda and minutes shall be  
16 forwarded to the Department Head as well as to each District Administrator. Upon request,  
17 employees may review the minutes of the meeting.

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

20 Issues left unresolved may be presented by the employee or supervisory representatives in  
21 writing to the Department Director with a proposed resolution. The Director, or his/her designee,  
22 shall respond in writing to the issue within thirty (30) calendar days.  
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**ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF REHIRS**

*Section 1. Personnel Reduction.* Personnel reduction shall be by seniority within classification and Department. A Supervisor who is laid off shall be qualified to bump based on seniority the least senior person within the Assistant Supervisors classification so long as they can meet the basic job description after four (4) weeks of re-training. In a situation in which the Health Department determines an entire program requires closure, and the supervisor assigned/affected is not the least senior within the bargaining unit, bumping shall occur so as to cause the least senior supervisor to be laid off. Bumping shall be according to seniority.

Additionally, a Personal Health Services Supervisor and/or Assistant Personal Health Services Supervisor who is laid off may bump the least senior person in any job classification within the Staff Nurses bargaining unit provided that the Supervisor has had prior satisfactory work experience in that classification within the Health Department, have greater seniority and the work is within the Supervisor's license and scope of practice. A Supervisor or Assistant Supervisor shall be qualified to bump the least senior person within the Staff Nurse bargaining unit so long as they can meet the basic job description after four (4) weeks of re-training.

A Nurse Practitioner without prescriptive authority may not bump a Nurse Practitioner with prescriptive authority.

*Section 2. Layoff Notice to Association.* Whenever a layoff is imminent within the bargaining unit, the department director shall provide WSNA with a list of employees to be laid off. Said list shall be provided one (1) week in advance of implementation of the layoff. Such a list shall contain five (5) more names than shall actually be laid off. In addition, the Health Department shall notify those employees to be laid off within the bargaining unit one week in advance of the layoff, unless an extraordinary situation arises which prohibits the Health Department from providing such a list. However, in the event of a temporary layoff of less than fifteen (15) days, no layoff list need be provided to either WSNA or to the laid off employees.



1 ARTICLE 18: SAVINGS CLAUSE

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

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1 ARTICLE 19: WAIVER CLAUSE

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

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1 ARTICLE 20: SAFETY STANDARDS

2           *Section 1. Safe Working Conditions.* Safe working conditions shall be provided in  
3 compliance with the Washington Industrial Safety and Health Act (WISHA).

4           *Section 2. WISHA Standards.* All work shall be performed in a competent manner in  
5 accordance with the Washington Industrial Safety and Health Act (WISHA).

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**ARTICLE 21: PRODUCTIVITY AND PERFORMANCE**

*Section 1.* Delivery of services in the most efficient, effective and courteous manner is of paramount importance in the Health Department. As a consequence, the parties hereby recognize the Health Department's right to determine the methods, processes and means of providing service, the rights to increase or diminish operations, in whole or in part, the right to increase, diminish or change department equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs.

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


1 ARTICLE 22: TERM OF AGREEMENT


2 This agreement shall become effective January 1, 1996, and shall remain in effect through  
3 December 31, 1998. Written notice must be served by either party upon the other party of its intent  
4 to terminate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days  
5 prior to December 31, 1998.

6  
7 Signed this 26<sup>th</sup> day of February 1996.

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9   
10 King County Executive

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12 SIGNATORY ORGANIZATION:

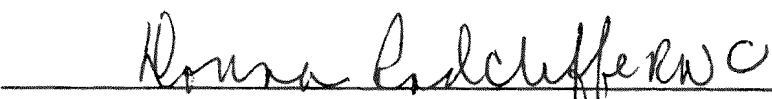
13   
14 Aileen Cronin, WSNA Labor Counsel

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16 Barbara Frye, RN, WSNA Nursing Representative

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18 Gerrie LaQuey, RN, Local Unit Chairperson

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21 Carol Dunphy, ARNP, Negotiating Team Member

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23 Allan Persyn, RNC, Negotiating Team Member

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26 Donna Radcliffe, RNC, Negotiating Team Member

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Memorandum of Understanding  
By and Between  
Seattle-King County Health Department  
and  
Washington State Nurses Association

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**RE: Parking for Jail Supervisory Staff**

In order to best serve the public and ensure the safety of the Supervisory staff, the Seattle-King County Department of Public Health shall review parking availability for nurse supervisors at all new correctional facilities set to open during the term of this agreement. The Seattle-King County Department of Public Health agrees to meet and discuss such issue(s) with the Washington State Nurses Association. The goal of such discussions will be to explore methods of parking especially for those employees working on p.m. or night shifts.

Dated this \_\_\_\_\_ Day of January, 1996.

For the Employer:

For the Association:

\_\_\_\_\_

Aileen Cronin

Memorandum of Understanding  
By and Between  
Seattle-King County Health Department  
and  
Washington State Nurses Association

RE: Advance Step Hire Criteria

The following criteria shall be utilized as a guideline by the Chief of Nursing Services in order to evaluate an applicant for advance step hire according to Article 7, Section 10:

Supervisory experience (general) 2 year - 1 step with maximum of 3 steps

Program development, staff development and training TQI, evaluation, teaching (clinical) or other leadership experience (c.h. theory - RN) 2 year = 1 step with 2 step maximum

Master's degree/PhD = 1 step

Supervisory experience specific to setting 2 years = 1 step with 4 step maximum.

Dated this \_\_\_\_\_ Day of January, 1996.

For the Employer:

For the Association:

Aileen Cronin