

03/10/99
30000199

Introduced By:

LARRY PHILLIPS
GREG NICKELS
KENT PULLEN

Clerk 03/17/99

Proposed No.:

1999-0173

ORDINANCE NO. **13438**

1
2 AN ORDINANCE approving and adopting the collective
3 bargaining agreement and two memoranda of agreement
4 negotiated by and between King County and Washington State
5 Nurses Association, representing employees in the department
6 of youth services; and establishing the effective date of said
7 agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement and two memoranda of
10 agreement negotiated between King County and the Washington State Nurses Association,
11 representing employees in the department of youth services and attached hereto is hereby
12 approved and adopted by this reference made a part hereof.

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

INTRODUCED AND READ for the first time this 22nd day of March, 1999.

PASSED by a vote of 12 to 0 this 29th day of March, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Rouise Miller
Chair

ATTEST:

Zamen
Clerk of the Council

APPROVED this 8th day of April, 1999.

[Signature]
Deputy King County Executive

Attachments: Collective Bargaining Agreement, Two Memoranda of Agreement (300C0199)

WASHINGTON STATE NURSES ASSOCIATION
DEPARTMENT OF YOUTH SERVICES
AND KING COUNTY

INDEX

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8
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14
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19
20
21
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25
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28

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP.....2

ARTICLE 3: RIGHTS OF MANAGEMENT4

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT5

ARTICLE 5: EMPLOYEE RIGHTS.....6

ARTICLE 6: HOURS OF WORK AND OVERTIME8

ARTICLE 7: HOLIDAYS 10

ARTICLE 8: VACATIONS 12

ARTICLE 9: SICK LEAVE 15

ARTICLE 10: BEREAVEMENT LEAVE 19

ARTICLE 11: MEDICAL, DENTAL AND LIFE PLAN.....20

ARTICLE 12: GRIEVANCE PROCEDURE 21

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY26

ARTICLE 14: EMPLOYMENT STATUS27

ARTICLE 15: POSITION OPENINGS29

ARTICLE 16: REDUCTION IN FORCE30

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION.....31

ARTICLE 18: TIME, SPACE AND PROPERTY32

ARTICLE 19: WAGE RATES.....33

ARTICLE 20: SAVINGS CLAUSE38

ARTICLE 21: DURATION39

MEMORANDUM OF UNDERSTANDING

1 WASHINGTON STATE NURSES ASSOCIATION
2 DEPARTMENT OF YOUTH SERVICES UNIT
3 AND KING COUNTY
4

5 These Articles constitute an Agreement, terms of which have been negotiated in good faith
6 between the King County and Washington State Nurses Association. This Agreement shall be
7 subject to approval by ordinance by the Metropolitan County Council of King County, Washington.
8

9 **ARTICLE 1: PURPOSE**

10 The intent and purpose of this Agreement is to promote the continued improvement of the
11 relationship between King County and DYS Nurses by providing a uniform basis for implementing
12 the right of public employees to join organizations of their own choosing, and to be represented by
13 such organizations in matters concerning their employment relations with King County and to set
14 forth in writing the negotiated wages, hours and other working conditions of such employees in
15 appropriate bargaining units provided the County has authority to act on such matters and further
16 provided the matter has not been delegated to any civil service commission or Personnel board
17 similar in scope, structure and authority as defined in Chapter 108, Extraordinary Session, 1967,
18 Laws of the State of Washington.
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ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The Metropolitan King County Council recognizes the Signatory Organization, The Washington State Nurses Association, hereinafter referred to as "Association," as the exclusive bargaining representatives for all regular full and part-time employees and per diem employees whose job classifications are listed in the attached Addendum "A" and made a part hereof by this reference; provided that the only provisions of this Agreement which shall apply to per diem staff are those which by specific language apply to same.

Section 2. It shall be a condition of employment that all employees including per diem employees, covered by this agreement who are members of the Association in good standing on the effective date of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Association or pay an agency fee to the Association for their representation to the extent permitted by law; provided, however, that nothing contained in this section shall require an employee to join the Association who can substantiate bona fide religious tenets or teachings, that prohibits the payment of dues or initiation fees to union organizations, in which case the employee shall pay an amount of money equivalent to the regular union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which the employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payments have been made. Nothing in this Agreement shall prevent an employee from paying an agency fee as provided by law.

Section 3. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the Association and shall transmit the same to the Association.

The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Association. The Association agrees to refund to the County any amounts paid to it in error on

1 account of the check-off provisions upon presentation of proper evidence thereof.

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1 ARTICLE 3: RIGHTS OF MANAGEMENT

2 The right to hire, promote, discipline or 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 Department of Youth Services retains its right to manage
5 and operate its Department except as may be limited by an express provision of this Agreement. This
6 Agreement shall not limit the right of the Department to contract for services of any and all types,
7 provided that such contract shall not be used in lieu of, or to replace services traditionally and usually
8 performed by regular employees, except on a temporary basis, without prior discussion in a meeting
9 with an Association staff representative and the Conference Committee.

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

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. King County and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

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1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **Section 1.** The off duty activities of employees shall not be cause for disciplinary action
3 unless said activities are a conflict of interest or are detrimental to the employee's work performance
4 or the program of the agency.

5 **Section 2.** Disciplinary action shall be in accordance with appropriate Career Service
6 guidelines.

7 **A.** When the County initiates disciplinary action in response to a charge or complaint
8 by a third party, the employee shall be apprised of the allegation, reports or documentation will be
9 made available to the employee and the accusing party shall be identified.

10 **B.** If the County determines to bring disciplinary action against an employee for any
11 reason, the employee shall be notified in writing and be apprised of his or her rights of appeal and
12 representation as provided for in the Administrative Procedures for the Career Service and in the
13 provisions of Article 12, Grievance Procedure, of this Agreement. Selection by the employee of one
14 procedure will preclude access to the other. Said selection shall be made no later than the conclusion
15 of Step 3 of the Grievance Procedure.

16 **Section 3.** The employee and/or a representative may examine the employee's personnel files
17 in the offices of the agency and receive a copy of any requested materials in the personnel file, if the
18 employee so authorizes in writing. Material placed into the employee's files relating to job
19 performance or personal character shall be brought to his or her attention prior to placement in the
20 file. The employee may challenge the propriety of including it in the files. If, after discussion,
21 management retains the material in the file, the employee shall have the right to insert contrary
22 documentation into the file. If the affected employee believes that a deficiency has been corrected, he
23 or she may request, in writing, to have a review of the documentation included in his/her file.

24 Unauthorized persons shall not have access to employee files or other personal data relating to the
25 employee. The Director of Youth Services will determine staff authorized for access to personnel file
26 and a record of access shall be maintained.

27 **Section 4.** When the term, "Performs related work as required," is incorporated into the text
28 of an official class specification as a representative example of work, the assignment of such work on

1 a regular and ongoing basis shall be within the basic program or schematic concept of the
2 classification. Except as agreed to by the Association and management, employees shall not
3 regularly and on an ongoing basis be assigned duties foreign to their classification.

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

6 **Section 6.** All employees who have been authorized to use their own transportation on
7 County business shall be reimbursed at the rate established through ordinance by the Metropolitan
8 King County Council.

9 **Section 7.** Employees who unavoidably suffer a loss or damage to personal property while on
10 duty shall have same repaired or replaced at County expense. Reimbursement for nonessential
11 personal property shall not exceed one hundred and fifty dollars (\$150.00). Such claims are to be
12 processed by the County immediately upon receipt of the claim from the employee.

13 **Section 8.** The County will not contract or sub-contract work when such action will cause
14 lay-off of regular employees, unless such should become required by state or federal law.

15 **Section 9.** No employee shall be directed to work in a manner or condition that does not
16 comply with minimum accepted safety practices or standards, or in a condition, location or
17 assignment which would constitute a hazard to the employee's health or well-being.

18 **Section 10.** The Local Unit Chair and Co-Chair members of the WSNA bargaining
19 committee and will be released and paid for time spent at the bargaining table.

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ARTICLE 6: HOURS OF WORK AND OVERTIME

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

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

A. Operation requirements shall receive first consideration. The Master Work Schedule is maintained by management. If operationally necessary revisions to the Master Work Schedule may be made on an annual basis. Employees may request to switch individual slots/patterns within the Master Work Schedule upon mutual agreement between the impacted employees and approved by management.

Employees may request to adjust individual scheduled work shift with a two (2) week (fourteen calendar) days written notice to a maximum of two (2) per calendar month. The impacted employees and management must mutually agree the requested schedule adjustment.

The Employer retains the right to adjust individual employees' slots/patterns if the changes are to make reasonable accommodations as may be required under the Americans with Disabilities Act or to provide a limited period of close supervision and additional training.

B. The work week, starting times, work schedules and locations of per diem personnel shall be determined by management.

C. Management shall be responsible to insure adequate staffing to meet operational requirements.

D. Regular full-time and part-time employees who apply for lateral transfers may be considered prior to interviewing outside applicants.

Section 3. In case of emergency, staff may be required upon short notice to work different shifts, or hours, or days, for the period of emergency only, according to Section 4.

Section 4. Overtime. Except as otherwise provided in this article, employees shall be paid at a rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in one day, or

1 forty (40) hours in a one week work period, exclusive of lunch period. Normally overtime work shall
2 require prior approval of the individuals supervisor, however, overtime work may be approved after it
3 is performed provided sufficient justification is made.

4 **Section 5.** A minimum of two (2) hours at overtime rate shall be allowed for each call-out.
5 Where such overtime exceeds two (2) hours, the actual hours worked shall be compensated at
6 overtime rates. Call-out shall be defined as that circumstance when an employee having completed
7 the assigned shift and departed the premises is requested by management to return to work. Time
8 actually spent at the work place shall be compensated for in accordance with this section.

9 **Section 6.** The provision of Section 5 shall apply to meeting and training sessions requiring a
10 return to work.

11 **Section 7.** No overtime compensation will be paid for employee-initiated training, unless so
12 required by the provisions of the Fair Labor Standards Act (FLSA).

13 **Section 8.** If any provision of this Article shall conflict with the minimum standards of
14 R.C.W. 49.46.130, then that provision shall be automatically amended to conform to those standards.

15 **Section 9.** In critical staffing situations, mandatory overtime shall be the last resort. For
16 purposes of this section, critical staffing levels occur, but are not limited to, situations when
17 unscheduled vacancies occur within 24 hours of the shift in question. All unfilled shifts within the
18 Master Schedule shall be filled by utilizing the following nurses listed below which shall be
19 contacted as quickly as possible in the interest of filling the shift:

21 Per Diem Nurse

22 Voluntary Nurse (Overtime/Combination)

23 Part-Time Nurse

24 Agency Nurse

25
26 The shift shall be filled by any of the above Nurses that commits to working first. In a
27 mandatory overtime situation, if no nurse listed above has committed to working the shift, the
28 existing staff working the shift shall prepare for mandatory overtime.

1 **ARTICLE 7: HOLIDAYS**

2 ***Section 1.***

3 **A.** All eligible employees shall be granted holidays with pay as provided in R.C.W. 1.16.050,
 4 as amended:

5	
6	New Year's Day
7	January 1st
8	Martin Luther King Jr's Birthday
9	Third Monday in January
10	President's Day
11	Third Monday in February
12	Memorial Day
13	Last Monday in May
14	Independence Day
15	July 4th
16	Labor Day
17	First Monday in September
18	Veteran's Day
19	November 11th
20	Thanksgiving Day
21	Fourth Thursday in November
22	Day after Thanksgiving
23	
24	Christmas Day
25	December 25th

26 and any day(s) designated by public proclamation of the Chief Executive of the State as a legal
 27 holiday.

28 **B.** Whenever a holiday falls upon a Sunday, the following Monday shall be observed
 as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

C. Holidays paid for but not worked shall be recognized as time worked for the
 purpose of determining weekly overtime.

D. Work performed on holidays shall be paid at one and one half (1-1/2) times the
 regular rate in addition to the regular holiday pay. Probationary, term-limited, part-time and
 temporary (Per Diem/intermittent) employees shall be paid at one and one half (1 1/2) times their
 straight time rate of pay for work performed on a holiday.

E. Each regular employee shall receive two (2) additional personal holidays to be
 administered through the vacation plan. One day shall be accrued on the first of October and one day

1 shall be accrued on the first of November of each year. These days may be used in the same manner
2 as any vacation day earned. Part-time regular employees shall accrue personal holidays based on
3 actual hours worked.

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

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

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

10 **Section 3.** All part-time regular employees shall be paid for all recognized holidays on a pro-
11 rated basis, based on their assigned F.T.E. i.e., a .5 employee shall receive four hours pay for all
12 recognized holidays outlined in the labor agreement.

13 **Section 4.** Part-time and temporary (Per Diem/intermittent) employees shall not receive
14 holidays.

1 **ARTICLE 8: VACATIONS**

2 *Section 1.* Every eligible employee shall receive vacation benefits as indicated in the
3 following table:

4

5 **Equivalent Annual Vacation for Full-time Employees**

6 Column No. 1	7 Column No. 2	8 Column No. 3	9 Column No. 4	10 Column No. 5	11 Column No. 6
12 Hours on regular pay status	13 Vacation earned per hour	14 Years of service	15 No. of 8 hour Working days per year	16 Vacation Hours Earned	17 Maximum Balance
18 0 - 10440	.0460	0 - 5	12	96	480
19 10441 - 16704	.0577	6 - 8	15	120	480
20 16705 - 20880	.0615	9 - 10	16	128	480
21 20881 - 33408	.0692	11 - 16	20	160	480
22 33409 - 35496	.0804	17	21	168	480
23 35497 - 37584	.0842	18	22	176	480
24 37585 - 39672	.0881	19	23	184	480
25 39673 - 41760	.0919	20	24	192	480
26 41761 - 43848	.0957	21	25	200	480
27 43849 - 45936	.0996	22	26	208	480
28 45937 - 48024	.1034	23	27	216	480
29 48025 - 50112	.1072	24	28	224	480
30 50113 - 52200	.1111	25	29	232	480
31 52201 - 54288	.1149	26	30	240	480

32 *Section 2.* Notwithstanding the vacation leave schedule set forth in Section 1 of this Article
33 employees eligible for leave benefits, excluding employees in the former department of metropolitan
34 services, shall accrue vacation leave as follows:

35 A. Said employees who were employed on or before December 31, 1995 and by that
36 date had completed at least three but less than five years of service shall begin to accrue fifteen days
37 of vacation leave per year effective January 1, 1996;

38 B. Said employees who were employed on or before December 31, 1995 and
subsequent to that date complete three full years of service shall begin to accrue fifteen days of

1 vacation per year effective on the first day of their full year service.

2 C. Beginning on the first of their sixth full year of service, such employees shall
3 accrue vacation leave as set forth in Section 1 of this Article.

4 **Section 3.** Employees eligible for vacation leave shall accrue vacation leave from their date
5 of hire into a benefit eligible position.

6 **Section 4.** Employees eligible for vacation leave may accrue up to sixty days vacation leave
7 prorated to reflect their normally scheduled work day. Such employees shall use vacation leave
8 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation
9 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
10 maximum amount unless the appointing authority has approved a carryover of such vacation leave
11 because of cyclical workloads, work assignments or other reasons as may be in the best interest of the
12 county.

13 **Section 5.** Career service employees, provisional, probationary and term-limited temporary
14 employees, shall not be eligible to take or be paid for vacation leave until they have successfully
15 completed their first six months of county service, and if they leave county employment prior to
16 successfully completing their first six months of county service, shall forfeit and not be paid for
17 accrued vacation leave.

18 **Section 6.** Vacation request(s) received shall be considered and approved on the basis of date
19 of request. Employees shall be advised within thirty (30) days of the date of the request as to
20 approval or disapproval of the request.

21 **Section 7.** Employees eligible for leave benefits shall be paid for accrued vacation leave to
22 their date of separation up to the maximum accrual amount if they have successfully completed their
23 first six months of County service and are in good standing. Payment shall be the accrued vacation
24 leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment
25 less mandatory withholdings.

26 **Section 8.** If an employee resigns from a full-time regular or part-time regular position with
27 the county in good standing or is laid off and subsequently returns to county employment within two
28 years from such resignation or lay off, as applicable, the employee's prior county service shall be

1 counted in determining the vacation leave accrual rate under Section 1 of this Article.

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1 **ARTICLE 9: SICK LEAVE**

2 **Section 1.** Employees eligible for leave benefits shall accrue sick leave benefits at the rate of
3 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per
4 month; except that sick leave shall not begin to accrue until the first of the month following the
5 month in which the employee commenced employment. The employee is not entitled to sick leave if
6 not previously earned.

7 **Section 2.** Sick leave pay may be applied to absence caused by illness or injury of an
8 employee. Sick leave may be used for medical, dental or ocular appointments when absence during
9 working hours for this purpose is authorized by the employee's supervisor. In any instance involving
10 use of a fraction of day's sick leave, the minimum charge to the employee's sick leave account shall
11 be one half (1/2) hour. The Department Director shall be responsible for control of abuse of the sick
12 leave privilege. Employees may be required to furnish verification of any illness, injury, or inability
13 to perform work, as evidenced by a statement from a Health Care Provider. The County will make a
14 reasonable effort to notify an employee prior to his/her return to work that a Health Care Provider's
15 certificate will be required. Sick leave requests shall be made upon forms prescribed by the
16 Department Director.

17 **Section 3.** All employees shall notify their immediate supervisor, or designee, of their
18 intention to use sick leave. Notification of intention to use sick leave shall normally be given with as
19 much advance notice possible before tour of duty is to begin.

20 **Section 4. Family care**

21 **Family and Medical Leave**

22 A. Up to eighteen (18) weeks of unpaid leave will be granted in a twelve (12) month
23 period to care for:

24 1. An employee's natural, foster or adoptive child.

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

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

1 eighteen (18) weeks in the twelve (12) month period.

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

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

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

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

18 **B. Family and medical leave may be taken on a reduced schedule if:**

19 1. The total allowable eighteen week period does not exceed thirty-six
20 consecutive workweeks, and

21 2. The leave is scheduled so as not to unduly disrupt the employing unit's
22 operations.

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

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

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

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

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

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

14 **Section 5.** An employee injured or becoming ill while on vacation may substitute sick leave
 15 for vacation

16 **Section 6.** No employee shall be entitled to sick leave while absent from duty due to the
 17 following causes:

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

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

21 **Section 7.** Termination of an employee's continuous service, except by reason of temporary
 22 lay-off due to lack of work or funds, shall cancel all sick leave accrued at the time of such
 23 termination. Should an employee resign in good standing and return to employment within two (2)
 24 years, all accrued sick leave will be restored.

25 **Section 8.** For purposes of this contract, a member of the immediate family is construed to
 26 mean persons related to an employee by blood or marriage or legal adoption as follows: grandparent,
 27 parent, spouse, children, sibling, domestic partner, son-in-law, daughter-in-law, grandchildren,
 28 mother-in-law, father-in-law, domestic partner's children, domestic partner's parent, spouse's

1 children and any persons for whose financial or physical care the employee is principally responsible.

2 **Section 9.** Sick leave because of an employee's physical incapacity will not be approved
3 when the injury or illness is directly traceable to employment other than with the Department of
4 Youth Services. An employee injured on the job may not simultaneously collect sick leave and
5 worker's compensation payments in a total amount greater than the net regular pay of the employee.

6 **Section 10.** When a regular employee, due to illness or disability, exhausts all accrued sick
7 leave, the County, if requested, shall authorize leave of absence without pay for the duration of that
8 employee's illness or disability; providing, there is a reasonable expectation the employee will be able
9 to return to work within six months. The employee shall have the option of utilizing any or all
10 accrued leave prior to requesting leave without pay.

11 **Section 11.** King County will reimburse those employees who have at least five (5) years
12 service and retire as a result of length of service or who terminate by death thirty-five (35%) of their
13 unused, accumulated sick leave to a maximum of thirty (30) days as provided for by R.C.W. Title 11.
14 All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred
15 sick leave reimbursement. If the Metropolitan King County Council makes any increases to the sick
16 leave reimbursement policy for County employees, those increases will automatically be extended to
17 employees covered by this Agreement.

18 **Section 12.** The parties agree that if the Metropolitan King County Council passes an
19 ordinance, or the King County Executive enacts a policy, impacting the family and medical leave
20 benefits of County employees, either party may request a reopener on article(s) affected by this
21 change.

1 **ARTICLE 10: BEREAVEMENT LEAVE**

2 **Section 1.** Employees eligible for leave benefits shall be entitled to three (3) working days of
3 bereavement leave a year due to death of members of their immediate family; this is not carried over
4 into subsequent years, but starts anew each January 1.

5 **Section 2.** Employees eligible for leave benefits who have exhausted their bereavement leave
6 shall be entitled to use up to three days of sick leave for each instance when death occurs to a member
7 of the employee's immediate family. Immediate family is construed to mean persons related to an
8 employee by blood or marriage or legal adoption as follows: grandparent, parent, spouse, children,
9 sibling, domestic partner, son-in-law, daughter-in-law, grandchildren, mother-in-law, father-in-law,
10 domestic partner's children, domestic partner's parent, spouse's children and any persons for whose
11 financial or physical care the employee is principally responsible.

12 **Section 3.** Employees eligible for leave benefits shall be entitled to three working days of
13 bereavement leave a year due to death of members of their immediate family.

14 **Section 4.** Employees who have exhausted their bereavement leave shall be entitled to use
15 sick leave in the amount of three days for each instance of death when death occurs to a member of
16 the employee's immediate family.

17 **Section 5.** In cases of family death where no sick leave benefit is authorized or exists, an
18 employee may be granted leave without pay.

19 **Section 6.** In the application of any of the foregoing sections, holidays or regular days off
20 falling within the prescribed period of absence shall be charged.

1 ARTICLE 11: MEDICAL, DENTAL AND LIFE PLAN

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

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ARTICLE 12: GRIEVANCE PROCEDURE

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

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

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

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

Section 1. Definition: A grievance shall be defined as an alleged violation of any of the express terms of this contract to include wages, hours and working conditions as specifically provided herein.

Section 2. Process:

Step 1. Supervisor: A grievance shall be presented in writing by the aggrieved employee (and his/her selected representative if the employee wishes) within fifteen (15) working

1 days of the occurrence, or the date the employee should have known of the occurrence, of such
2 grievance to the employee's immediate supervisor. The immediate supervisor shall gain all relevant
3 facts and attempt to adjust the matter and notify the employee in writing within fifteen (15) working
4 days. If a grievance is not pursued to the next level within fifteen (15) working days following
5 receipt of the written response from the immediate supervisor, it shall be presumed resolved.

6 **Step 2. Division Manager:** If after thorough discussion with the immediate
7 supervisor the grievance has not been satisfactorily resolved, the employee and his/her representative
8 shall then present the grievance to the Division Manager for investigation, discussion, and written
9 reply. The Division Manager, after consulting with the Department Director, shall make a written
10 decision available to the aggrieved employee with a copy mailed to the Association within fifteen
11 (15) working days. If the grievance is not pursued to the next higher level within fifteen (15) working
12 days from the Association's receipt of the Division Manager's written decision, it shall be presumed
13 resolved.

14 **Step 3. Department Director:** If after receiving the Division Manager's written
15 decision to the grievance and the grievance has not been satisfactorily resolved, the employee and
16 his/her representative shall then present the grievance to the Department Director. The Department
17 Director, after investigation shall make a written decision available to the aggrieved employee with a
18 copy mailed to the Association within fifteen (15) working days. If the grievance is not pursued to
19 the next higher level within fifteen (15) working days from the Association's receipt of the
20 Department Director's written decision, it shall be presumed resolved.

21 **Step 4. Director of OHRM:** If after receiving the written decision of the Department
22 Director or designee and the grievance has not been resolved to the satisfaction of the employee, the
23 grievance may be presented to the Director of OHRM or his/her designee for review. The Director of
24 OHRM or designee and one (1) representative from the health Department not a direct party to the
25 grievance shall meet with the nurse and the Association representative within fourteen (14) calendar
26 days for the purpose of resolving the grievance. The Director of OHRM or designee shall issue a
27 written response within ten (10) working days following the meeting. If the Director fails to so issue,
28 the Association may proceed to Step 5 of this grievance procedure.

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

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

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

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

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

23 Should arbitration be chosen, the Association and the Director of OHRM or his/her designee
24 shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are
25 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven
26 arbitrators furnished by the FMCS. The arbitrator will be selected from the list by both the
27 department representative and the Association, each alternately striking a name from the list until
28 only one remains. The arbitrator shall be asked to render a decision promptly and the decision of the

1 arbitrator shall be final and binding on both parties.

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

4 A. The arbitrator shall have no power to render a decision that will add to, subtract
5 from, or alter, change, or modify the terms of this Agreement, and the arbitrators' power shall be
6 limited to interpretation or application of the express terms of this Agreement, and all other matters
7 shall be excluded from arbitration.

8 B. No matter may be arbitrated which the Employer by law, has no authority over, has
9 no authority to change, or has been delegated to any civil service commission or personnel board, as
10 defined in the Revised Code of Washington, Chapter 41.56.

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

13 D. The parties agree to otherwise abide by the award made in connection with any
14 arbitrable difference.

15 E. There shall be no strikes, cessation of work or lockout during such conferences or
16 arbitration.

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

18 **Section 3. Time Limits:** Failure by an employee or the Association to comply with any time
19 limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
20 however, any time limits stipulated in the grievance procedure may be extended for stated periods of
21 time by the appropriate parties by mutual agreement in writing. Working days referred to above shall
22 be defined as Monday through Friday excluding observed holidays. If the grievant has not received a
23 response at Step 1 or Step 2 within the time frames listed, the grievant may elevate the grievance to
24 the next step.

25 **Section 4. Back Pay Awards:** Arbitration awards or grievance settlements shall not be made
26 retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based,
27 that date being fifteen (15) or less days prior to the initial filing of the grievance, unless the
28 circumstances of the grievance were not and could not have been known by the grievant.

1 *Section 5. Association Grievances:* A contract grievance in the interest of a majority of the
2 employees in the bargaining unit shall be reduced to writing by the Association and may be
3 introduced at Step 3 of the contract grievance procedure to the Director of Public Health and be
4 processed within the time limits set forth herein.

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1 ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

2 **Section 1.** The Employer and the Association agree that conditions of employment shall be
3 consistent with applicable state and federal laws regarding nondiscrimination.

4 **Section 2.** Management and the Association recognizes and supports the Affirmative Action
5 Plan as adopted by the King County Executive, recognizing that same is not an item negotiable nor
6 grievable under the terms and conditions of this Agreement.

7 **Section 3.** The parties agree that personnel actions may be taken to accommodate disabilities,
8 as may be required under the Americans with Disabilities Act (ADA), and that such an
9 accommodation under the ADA shall take precedence over any conflicting provisions of this
10 agreement.

1 **ARTICLE 14: EMPLOYMENT STATUS**

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

6 **Section 2. Terminations.** Regular employees shall give a minimum of two weeks (14 days)
7 notice in writing of intended termination of employment. Regular employees shall be given two
8 weeks notice of layoff pursuant to Article 16.

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

12 **Section 4.** An employee who accompanies a patient traveling by ambulance, helicopter, etc.,
13 shall be considered to be in the employ of the County and all provisions of this contract shall apply
14 from the time of departure from to the time of return to the Department of Youth Services Detention
15 Center. If the return trip to the Center is not by the ambulance, etc., in which the employee traveled
16 with the patient, then the return trip transportation expense shall be provided to the employee before
17 departing.

18 **Section 5. Professional Meetings.** For purposes of this section, professional meetings shall
19 be defined as:

20 Short term conferences for professional growth and development of the individual nurses,
21 and/or meetings and committee activities of the professional association at the national, state or
22 district level which are designed to develop and promote the programs of the professional association
23 in improving the quality and availability of nursing service and health care or training as defined by
24 American Medical Association standards and/or American Nursing Association standards.

25 The Director of the Department of Youth Services may grant up to five (5) days at the nurse's
26 base salary or other higher wage rate as may be required by the provisions of the FLSA, for the
27 purpose of attending professional meetings, as defined above, for regular full-time nurses and a pro-
28 rated number of hours to regular part-time nurses.

1 **Section 6.** The County and the Association agree that continuous upgrading of employee
2 skills and knowledge is beneficial to providing quality health care services to the public. Therefore,
3 employees covered by this Agreement are encouraged to take advantage of opportunities available for
4 continuing study and self-improvement. To this end, it shall be a policy of the County, where
5 feasible and at the discretion of the department head, to allow employees covered by this Agreement
6 time off, with or without pay and with or without related expenses, to attend professional and/or
7 educational meetings and conferences, and to participate in programs and assignments outside of the
8 facility that serve to upgrade knowledge and skills.

9 **Section 7.** There will be no compensation for study time related to participation in activities
10 set forth in Sections 5 and 6, unless so required by the provisions of the FLSA.

1 ARTICLE 15: POSITION OPENINGS

2 **Section 1.** Openings in new and existing classifications covered by this agreement shall be
3 filled according to the Personnel Guidelines.

4 **Section 2.** It is agreed the County and the Association will review and attempt to reach a
5 mutual agreement in determination of inclusion or exclusion in the bargaining unit of any newly
6 created or reclassified positions. Should the parties fail to reach a mutual agreement, the matter will
7 be referred to the Public Employment Relations Commission for unit clarification. Nothing
8 contained herein shall preclude the County from filling the positions pending receipt of the unit
9 clarification decision.

10 **Section 3.** Hiring decisions resulting from the process described in Section 1 of this Article
11 shall be the sole province of management and as such are not grievable under the terms of this
12 Agreement.

1 **ARTICLE 16: REDUCTION IN FORCE**

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

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

7 A. That at least a six-month probation period was satisfactorily completed; and,

8 B. The demonstrated job performance in the former classification was at an acceptable
9 standard.

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

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

19 **Section 5.** At least two weeks notice shall be given employees to be laid off.

20 **Section 6.** Pursuant to the provisions of R.C.W. Title 50, King County is a participating
21 employer in the regular state unemployment compensation program.

22 **Section 7.** In the event there are two or more employees eligible for lay off within the
23 bargaining unit with the same classification title and seniority, the lay off shall be based upon review
24 of performance evaluations covering the most recent two (2) years of employment. Final decision in
25 such cases shall be made by the Director.

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION

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

Section 2. Upon notification in writing by the County to the Association that any of its members are engaged in work stoppage, the Association shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Association shall publicly order such employees to cease engaging in such work stoppage.

Section 3. Any employee who commits any act prohibited in this section will be subject to the following action or penalties:

A. Discharge

B. Suspension or other disciplinary action as may be applicable to such employee.

1 ARTICLE 18: TIME, SPACE AND PROPERTY

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

7 Management space and facilities may be used by the Union for the purpose of holding
8 meetings subject to the established policies governing the use of institutional facilities.

9 Management supplies and equipment shall not be used in performing any function related to the
10 activities of the Union.

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1 ARTICLE 19: WAGE RATES

2 *Section 1.* Wage rates shall be in accordance with the job classifications and salary steps as
3 contained in Addendum "A" of this contract.

4 *Section 2.* New employees may be hired up to Step 4 of the salary range upon approval of the
5 King County Personnel Manager based upon the nurse's previous relative nursing experience. All
6 employees shall serve a probationary period in accordance with the Personnel Guidelines.

7 Employees hired at Step 1 will advance to Step 2 after successful completion of the probationary
8 period. Advancement after Step 2 to the next higher step shall occur annually thereafter, provided
9 performance is satisfactory. Step advancement may be denied upon serving written notice to the
10 employee specifying the reason(s) therefore. The employee, if denied a step increase, shall be
11 evaluated at no less than monthly intervals until such time as the employee's performance becomes
12 satisfactory or the individual is terminated. At such time as the employee's performance becomes
13 satisfactory, the previously denied step increase shall become effective from the first of the pay
14 period following attainment of a satisfactory evaluation. The date on which an employee would be
15 entitled to a future step increase will not be affected by the foregoing action.

16 *Section 3.* During the period January 1, 1998 through December 31, 2000 wages shall be
17 determined as follows:

18 *Section 3.1 1998 Wage Increases:* Effective January 1, 1998, the rates of pay shall be
19 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
20 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W
21 1982-84=100). The increase will be measured by calculating the increase in the CPI from September
22 1996 to September 1997. The minimum increase shall be two (2) percent and the maximum increase
23 shall be six (6) percent.

24 *Section 3.2 1999 Wage Increases:* Effective January 1, 1999, the rates of pay shall be
25 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
26 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W
27 1982-84=100). The increase will be measured by calculating the increase in the CPI from September
28 1997 to September 1998. The minimum increase shall be two (2) percent and the maximum increase

1 shall be six (6) percent.

2 **Section 3.3 2000 Wage Increases:** Effective January 1, 2000, the rates of pay shall be
3 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
4 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W
5 1982-84=100). The increase will be measured by calculating the increase in the CPI from September
6 1998 to September 1999. The minimum increase shall be two (2) percent and the maximum increase
7 shall be six (6) percent.

8 **Section 4. Shift Differentials.**

9 A. A bargaining unit employee scheduled to work not less than four (4) hours of
10 his/her work shift during the evening (swing) shift or night (graveyard) shift, shall receive one of the
11 following shift differentials for all schedules worked during such shift.

12
13 Swing Shift: \$2.00 per hour

14 Graveyard: \$3.25 per hour

15
16 B. The above shift differential shall apply to time worked as opposed to time off with
17 pay and therefore, for example, the differential shall not apply to sick leave, vacation, holiday pay,
18 funeral leave, etc. In overtime situations, overtime pay shall be computed from the employee's
19 regular straight-time rate of pay; provided, however, whenever an employee in the bargaining unit
20 works four (4) or more consecutive hours overtime between the hours of 3:00 p.m. and 7:00 a.m.,
21 he/she shall receive the overtime rate of pay plus the applicable shift differential for those hours
22 worked during the differential period. Thus, a day shift employee who works four (4) hours overtime
23 during the swing shift period shall receive the additional differential for those four (4) hours. A
24 swing shift employee who works four (4) or more hours overtime during the graveyard period shall
25 receive the additional differential for such overtime work. A graveyard employee who works four (4)
26 or more hours overtime during the day shift period shall not be entitled to any differential pay for
27 such day shift work.

28 **Section 5. Weekend Premium.**

1 A. A weekend premium shall be paid to employees in the bargaining unit for all
2 regular hours of work on weekends at the rate of \$4.00 per hour.

3 B. Weekend premium shall not be included in the base rate of pay for purposes of
4 determining paid leave benefits (sick leave, vacation, etc.). Employees being paid for such hours of
5 work at the overtime rate will not be eligible for this premium pay. The premium shall otherwise be
6 paid for hours of work of employees, including per diem employees, regularly scheduled to work
7 beginning with the night shift on Friday and through swing shift on Sunday.

8 **Section 6.** Per diem Staff Registered Nurses and Licensed Practical Nurses who are employed
9 in temporary or intermittent positions are not entitled to holidays, sick leave, bereavement leave or
10 other paid leaves, or health care benefits and shall receive the County temporary employee premium
11 in lieu of benefits. Specifically, temporary employees in a position for 1040 or more hours within
12 any consecutive 12 month period, shall, for that period and thereafter, until at least a three (3) months
13 consecutive break in service occurs, receive compensation of fifteen percent (15%) in lieu of leave
14 benefits for each hour worked.

15 **Section 7.** Qualified employees assigned by written direction of the Director or designee to
16 perform the full responsibilities of a higher-level position shall be compensated at the rate of the
17 higher-level position for all time so spent in excess of twenty-two (22) working days in a calendar
18 year. This provision shall not apply to assignments given as part of a planned training program nor to
19 intermittent substitution of one or two days duration. Assumption of full responsibility shall
20 normally require performance for a minimum of three (3) consecutive days in each creditable
21 instance.

22 **Section 8. Assignment to Special Duty** – Pursuant to King County Guidelines, as amended,
23 qualified employees shall be entitled to Special Duty assignments as follows:

24 A. An appointing authority may assign an employee to special duty for as long as the
25 reason for the assignment exists. The assignment may involve any of the following:

- 26 • Assigning the work of a higher level classification to the employee.
27 This work must comprise the majority of the work being performed.
- 28 • Designating the employee as a lead worker, provided that both of the

1 following conditions exist:

2 There is a need for limited supervisory authority to perform certain duties, for example, to
3 assign and distribute work or to maintain a balanced workload among employees who are in the same
4 classification or a classification that has the same salary range. Such assignment does not preclude
5 lower level positions from being in the work group being led; nor does it preclude employees in
6 lower level job classifications from serving as the lead for a work group in which there are employees
7 in higher level positions.

8 • The above duties do not justify reclassifying the position.

9 B. Special duty assignments that extend beyond 12 months must be reviewed and
10 reauthorized by the appointing authority. A special duty assignment must be made in writing to the
11 employee. The written notice must list the specific duties that the employee will perform and the
12 duration of the assignment. It must also include a statement that the assignment will not confer on an
13 employee any privilege, right of appeal, or right of position, transfer, demotion, promotion, or
14 reinstatement. A special duty assignment may be revoked at any time at the discretion of the
15 appointing authority.

16 ***Section 9. Salary for a Special Duty Assignment***

17 An employee who is assigned to special duty (Section 8) will receive an increase of at least
18 five percent within his/her current salary range or, if the special duty involves work more
19 appropriately assigned to a higher job classification, to the first step of the salary range of the higher
20 level job classification or to a salary step in the higher level classification which provides at least a
21 five percent increase over the employee's current rate of pay, whichever is greater. Additional
22 compensation will not exceed the maximum of the salary range for the classification except in the
23 case of a lead worker assignment which may exceed the maximum of the pay range by no more than
24 five percent. When the special duty assignment is completed, the employee's salary will revert to the
25 salary rate that the employee would have been at if the employee had not been assigned to special
26 duty.

27 ***Section 10. Assignment to Orientation Duty*** – If a staff nurse is assigned to conduct
28 orientation of new employees, they shall be paid an additional \$.50 per hour in addition to their

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1 regular rate of pay for each hour assigned to orientation.

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1 ARTICLE 20: 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 within
6 thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or
7 provisions shall remain in full force and effect.

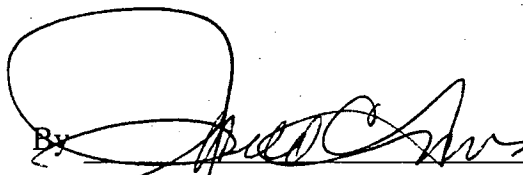
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1 **ARTICLE 21: DURATION**

2 This Agreement and each of its provisions covers the period of January 1, 1998 and shall
3 continue in full force and effect through December 31, 2000.

4 Contract negotiations for 2000 may be initiated by either party providing to the other written notice of
5 its intention to do so not less than thirty (30) days prior to September 1, 2000.

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8 APPROVED this 12 day of MARCH, 1999

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12 By 
13 King County Executive

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16 SIGNATORY ORGANIZATION:

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19 Bellman et al RN 4/10/99
20 Washington State Nurses Association

WASHINGTON STATE NURSES ASSOCIATION

KING COUNTY DEPARTMENT OF YOUTH SERVICES

STAFF NURSES

ADDENDUM A

1998

	Licensed Practical Nurse Wages Effective 1/1/98	Registered Nurse Wages Effective 1/1/98
Step 1 0-6 months	13.84	19.33
Step 2 7-18 months	14.18	20.11
Step 3 19-30 months	14.55	20.88
Step 4 31-42 months	14.89	21.63
Step 5 43-54 months	15.26	22.29
Step 6 55-66 months	15.65	23.04
Step 7 67-78 months	16.04	23.80
Step 8 79-90 months	16.45	24.64
Step 9 91-102 months	16.85	25.50
Step 10 103-114 months	17.28	26.40

WASHINGTON STATE NURSES ASSOCIATION
 KING COUNTY DEPARTMENT OF YOUTH SERVICES
 STAFF NURSES

ADDENDUM A

1999

	Licensed Practical Nurse Wages Effective 1/1/99	Registered Nurse Wages Effective 1/1/99
Step 1 0-6 months	14.12	19.72
Step 2 7-18 months	14.46	20.51
Step 3 19-30 months	14.84	21.30
Step 4 31-42 months	15.19	22.06
Step 5 43-54 months	15.57	22.74
Step 6 55-66 months	15.96	23.50
Step 7 67-78 months	16.36	24.28
Step 8 79-90 months	16.78	25.13
Step 9 91-102 months	17.19	26.01
Step 10 103-114 months	17.63	26.93

13438

Memorandum of Agreement
By and Between
King County Department of Youth Services
and
Washington State Nurses Association

The Department of Youth Services Management is aware of and agrees to the following:

1. DYS understands that there is and has been a staffing problem at the Health Clinic since early 1998.
2. It is agreed that all DYS Nurses have helped during this staffing crisis by volunteering to work extra shifts as their schedules would allow.
3. DYS part time Nurses have worked numerous extra shifts in addition to their master schedule assignment, and in doing so, have not accrued any additional vacation time for any hours worked outside of their assigned master schedule.
4. It is agreed that DYS Management will adjust the vacation balances for Ellen Norsworthy and Ann Fidler to reflect the additional hours they have worked outside of their master schedule. The additional accrual will be calculated from all extra hours worked since March, 1997.

This agreement shall become effective upon signing and remain in full force and effect for the duration of the current collective bargaining agreement between the parties.

For the County:

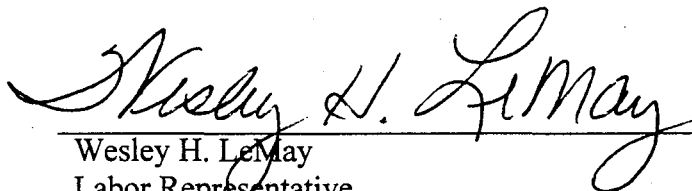


James J. Johnson
Labor Negotiator

3/9/99

Date

For the Association:



Wesley H. LeMay
Labor Representative
Washington State Nurses Association

2-11-99

Date

13438

Memorandum of Agreement
By and Between
King County Department of Youth Services
and
Washington State Nurses Association

The Department of Youth Services Management is aware of and agrees to the following:

1. DYS policy and procedure state that a Juvenile Supervision Officer will be on duty in the Health Clinic when there are three or more youth housed in the Clinic, and/or when a 1:1 staffing pattern has been ordered by Mental Health.
2. Juvenile Supervision Officers will make every effort to escort and stand-by while youth are processed through the Health Clinic from intake, for Health/Mental Health screens, and escort youth out of the detention hall.

This agreement shall become effective upon signing and remain in full force and effect for the duration of the current collective bargaining agreement between the parties.

For the County:

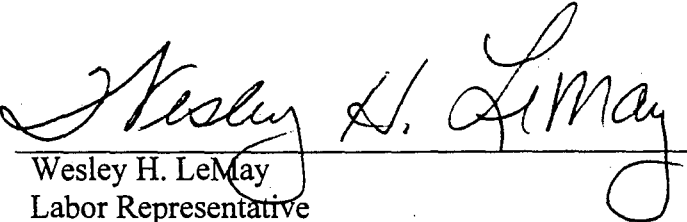


James J. Johnson
Labor Negotiator

3/9/99

Date

For the Association:



Wesley H. LeMay
Labor Representative
Washington State Nurses Association

2-11-99

Date