

13655

09/29/1999

Maggi Fimia
Greg Nickels
Larry Phillips
Brian Derdowski

Introduced By:

32000199

Clerk 09/30/99

Proposed No.:

1999-0569

1 ORDINANCE NO 13655

2 AN ORDINANCE approving and adopting the collective
3 bargaining agreement and memorandum of understanding
4 negotiated by and between King County and Washington State
5 Nurses Association (Supervisors Unit), representing employees
6 in the department of public health; and establishing the effective
7 date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement and memorandum of
10 understanding negotiated between King County and the Washington State Nurses
11 Association (Supervisors Unit), representing employees in the department of public health
12 and attached hereto is hereby approved and adopted by this reference made a part hereof.


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SECTION 2. Terms and conditions of said agreements shall be effective from
January 1, 1999, through and including December 31, 2001.

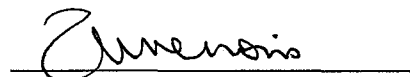
INTRODUCED AND READ for the first time this 4th day of October, 1999.

PASSED by a vote of 11 to 0 this 11th day of October, 1999.

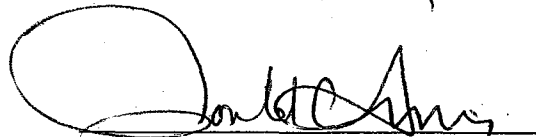
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 15 day of October, 1999


King County Executive

Attachments: Collective bargaining agreement, memorandum of understanding

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AGREEMENT
BETWEEN
KING COUNTY

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and
WASHINGTON STATE NURSES ASSOCIATION
Representing
Assistant Personal Health Services Supervisors
Personal Health Services Supervisors
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

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1 **AGREEMENT BETWEEN**
2 **KING COUNTY**
3 **and**
4 **WASHINGTON STATE NURSES ASSOCIATION**
5 **Representing**
6 **Assistant Personal Health Services Supervisors**
7 **Personal Health Services Supervisors**
8 **SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH**

9 These Articles constitute an Agreement, terms of which have been negotiated in good faith
10 between King County (hereinafter referred to as the Employer) and the Washington State Nurses
11 Association (hereinafter referred to as the Association) for all employees in the Seattle-King County
12 Department of Public Health defined by the classifications listed in Appendix A of this Agreement.
13 This Agreement shall be subject to approval by ordinance by the County Council of King County,
14 Washington.

15 **ARTICLE 1: PURPOSE**

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

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 union
12 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 monthly dues uniformly required of members of the
15 Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the
16 employees involved by the tenth (10th) of the month following the payroll deduction date.
17 Authorization by the employee shall be on a form approved by the parties hereto and may be revoked
18 by the employee upon request. The performance of this function is recognized as a service to the
19 Association by the Employer.

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

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

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 Director of the Office of Human Resources Management in writing, with a copy to the
10 Department Director and the employee of such employee's failure to abide by Article 3 as applicable.
11 In this notice the Association will specifically request discharge of the employee for failure to abide
12 by the terms of the labor agreement between the Employer and the Association. The Association will
13 indemnify, defend, and hold the County harmless against any claims made and against any suit
14 instituted against the County arising out of action taken or not taken by or on behalf of the County
15 under the provisions of this Article.

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

19 **Section 7. Religious Exemptions.** Employees covered by this Agreement who qualify for
20 exemption from the requirement for Association membership based upon a good faith religious
21 belief, or bona fide religious tenets or teachings of a church or religious body, shall contribute an
22 amount equivalent to regular Association dues and initiation fees to a nonreligious charity or to
23 another charitable organization mutually agreed upon by the employee affected and the Association.
24 The employee shall provide the Association with a receipt as proof of payment to the non-religious
25 charity.

26 **Section 8. Visitation.** A representative of Washington State Nurses Association may, after
27 notifying the Department Official in charge who is outside of the bargaining unit, visit the work
28 location of employees covered by this Agreement at any reasonable time for the purpose of

1 investigating grievances. Such representative shall limit his/her activities during such investigation to
2 matters relating to this Agreement. Department work hours shall not be used by employees or the
3 Representative of Washington State Nurses Association for the conduct of Association business or
4 the promotion of Association affairs.

5 **Section 9. Bargaining Unit Roster.** Annually, the Employer will, upon request, provide to
6 the Association a complete list of employees covered by this Agreement. The list will include the
7 name, address, telephone, status, job title, and date of hire for each employee. In addition, the
8 Employer will provide a monthly payroll register update.

9 **Section 10. New Employee Orientation.** The local Association unit chairperson or designee
10 will be allowed to meet during working hours for up to 30 minutes with a newly hired supervisor
11 within the new employee's first sixty (60) days of employment, to provide information on the
12 Association and the contract. The hiring manager will provide a copy of the hire letter to the WSNA
13 local unit chairperson within 15 days of the date of hire.

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. Employees will be free from coercion, discrimination or reprisal for
6 seeking a resolution of their grievances. The employee and the immediate supervisor are encouraged
7 to make every attempt to resolve the issue of concern in a timely manner prior to filing a formal
8 grievance.

9 ***Section 1. Definition:***

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

12 ***Section 2. Process:***

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

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

27 **Step 3** If the decision at Step 2 has not resolved the grievance to the satisfaction of the
28 employee (or the Association, in the case of a grievance filed under Section 5 of this Article), the

1 Association may submit the grievance in writing to the Director of the Office of Human Resources
2 Management (OHRM), and a copy to the OHRM Labor Relations Manager and the Health
3 Department Personnel Office. The written grievance shall include a brief statement of the events on
4 which the grievance is based, the provisions of this Agreement believed to be violated, and the
5 remedy requested. The OHRM Director or designee shall hear the grievance and provide a written
6 decision to the Association within 10 working days after the Step 3 grievance hearing. The hearing
7 shall be scheduled as soon as possible, but not later than thirty (30) days after receipt of the
8 grievance.

9 **Step 4. Mediation and/or Arbitration.** Should the decision of the OHRM Director
10 or designee not resolve the grievance, the parties, prior to submitting a dispute to arbitration, may
11 agree to select a neutral third party to serve as mediator. This agreement shall be reached within
12 fifteen (15) days of receipt of the Step 3 response by the Association. If such agreement cannot be
13 reached, the Association may request arbitration within forty-five (45) days of receipt of the Step 3
14 decision. If mediation is undertaken and is not successful, the Association may request arbitration
15 within thirty (30) days after the mediator or one of the parties declares impasse. The arbitration
16 request must specify:

- 17 a. Identification of section(s) of Agreement allegedly violated.
- 18 b. Details or nature of the violation.
- 19 c. Position of party who is referring the grievance to arbitration.
- 20 d. Questions which the arbitrator is being asked to decide.
- 21 e. Remedy sought.

22 Should arbitration be chosen, the committee shall then select a third disinterested party to
23 serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the
24 arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the FMCS. The
25 arbitrator will be selected from the list by both the department representative and the Association,
26 each alternately striking a name from the list until only one remains. The arbitrator shall be asked to
27 render a decision promptly and the decision of the arbitrator shall be final and binding on both
28 parties.

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
4 from, or 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 shall be
6 excluded from arbitration.

7 2. No matter may be arbitrated which the Employer by law, has no authority over, has
8 no authority to change, or has been delegated to any civil service commission or personnel board, as
9 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,
11 and each 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. Workdays referred to above shall be
20 defined as Monday through Friday, excluding observed holidays. If the grievant has not received a
21 response at Step 1 or Step 2 within the time frames listed, the grievant may elevate the grievance to
22 the next step.

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

27 **Section 5. Association Grievances.** A contract grievance in the interest of a majority of the
28 employees in the bargaining unit shall be reduced to writing by the Association and may be

1 introduced at Step 2 of the contract grievance procedure to the Director of Public Health and be
2 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 refusal to perform customarily assigned duties, sick leave absence
7 which is not bona fide, or other interference with County functions by employees under this
8 Agreement, and should same occur, the Association agrees to take appropriate steps to end such
9 interference. Any concerted action by any employees in the bargaining unit shall be deemed a work
10 stoppage if any of the above activities have occurred.

11 **Section 2. Association's Responsibilities** Upon notification in writing by the County to the
12 Association that any of its members are engaged in a work stoppage, the Association shall
13 immediately, in writing, order such members to immediately cease engaging in such work stoppage
14 and provide the County with a copy of such order. In addition, if requested by the County, a
15 responsible official of the Association shall order such Association members to cease engaging in
16 such work stoppage.

17 **Section 3.** Any employee participating in such work stoppage or in other ways committing an
18 act prohibited in this Article shall be considered absent without leave and shall be considered to have
19 resigned.

ARTICLE 7 : JOB TITLES AND RATES OF PAY**Section 1. Wage Rates. *Salary proposal for 1999 on separate page.***

(a) The job titles of employees covered under this Agreement and the corresponding rates of pay for 1999 are set forth in Appendix A which is attached hereto and made a part of this Agreement. These rates shall be effective January 1, 1999.

Effective January 1, 1999, employees shall be placed on salary ranges of the King County 1999 Salary Schedule. Step placement within the range shall be determined by the step of the same range in the 1998 Salary Schedule that is closest to, but not less than the employee's rate of pay on December 31, 1998; that same step of the 1999 Salary Schedule shall be the employee's pay rate as of January 1, 1999. Effective July 1, 1999, the employee's pay rate will be the same step of the 1999 Salary Schedule, plus one additional step if the employee is not at the top step.

2000 - Effective with the beginning of the first full pay period nearest January 1, 2000 or January 1, 2000, the rates of pay set forth within Appendix A of this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 1998 to September 1999; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W). All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. In addition, on the same effective date, employees who are not at the top step of the pay range shall advance to the next highest step.

2001 - Effective with the first full pay period nearest January 1, 2001 or January 1, 2001, the rates of pay set forth within Appendix "A" of this Agreement as further amended by Section 4.5 shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 1999 to September 2000; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W). All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. In addition, on the same

1 effective date, employees who are not at the top step of the pay range shall advance to the next
2 highest step.

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

5 (c) The job classes and salary ranges listed in Appendix A represent agreement by the
6 County and Association to implement the Classification – Compensation Project, except for any
7 salary adjustments which may be negotiated as a result of a market rate study as described in the
8 Section. During the term of this Agreement the County shall conduct a market rate study of positions
9 comparable to those in the bargaining unit, in accordance with the following:

- 10 • Market data collection and analysis to be completed no later than June 30,
11 2000.
- 12 • Market comparison will be “total compensation” and include value of
13 benefits, paid leaves and premiums as well as base salary.
- 14 • The labor market is defined as large Puget Sound area public employers.
15 The market survey may be expanded to include other Pacific Northwest or
16 West Coast public entities, or private entities, if there is an insufficient
17 number of comparables in the Puget Sound region. The OHRM
18 compensation staff will determine which employers to include in the
19 survey, in consultation with the Public Health Department management.
- 20 • The County will share the market survey results with the Association.
- 21 • If the survey shows that the King County total compensation for
22 comparable jobs is five per cent or more below the market, the County
23 agrees to re-open negotiations only on Article 7: Job Titles and Rates of
24 Pay. Any compensation adjustments that result from such negotiations
25 would be in effect no earlier than July 1, 2000.

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

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

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

7 b. The Department shall announce all position vacancies with stated minimum
8 qualifications in the Health Register. The Health Department shall also provide additional copies of
9 the Health Register to a designated WSNA representative at each work site.

10 c. An employee who receives a voluntary lateral transfer will not be required to serve
11 another probationary period. However, a trial service period of up to three (3) months, or six (6)
12 months for supervisors moving from a jail setting to a non-jail setting or vice versa may be imposed.
13 A supervisor who does not successfully complete the trial service period shall be moved back into the
14 supervisor's former position or an equivalent position if available. If no position is available, the
15 employee is eligible for recall rights as if laid off. A lateral transfer is defined as the movement of an
16 employee in the bargaining unit to another position within the same classification within the
17 bargaining unit.

18 d. An employee who receives an involuntary transfer may choose to be laid off and
19 placed on the recall list. If the employee accepts the transfer, the employee will not be required to
20 serve a probationary period.

21 **Section 3. Salary Step Placement for Transfer.** Employees who transfer from the jail to a
22 clinic position of the same job title or from a clinic to the jail shall remain at the same salary step
23 number of the applicable salary range. For example, a Personal Health Services Supervisor at Step 7
24 on the jail salary range who transfers to a clinic position, shall be placed on Step 7 of the clinic range.

25 **Section 4. Salary upon Reclassification or Promotion.** An employee who is promoted shall
26 be placed either in the first step of the new salary range or at the step which is nearest to but not less
27 than five percent more than the employee's former salary step, whichever is greater, but not to exceed
28 the top step of the new salary range. If an Assistant Personal Health Services Supervisor position is

1 reclassified to a Personal Health Services Supervisor classification, the wage rate of the incumbent
2 employee will be adjusted to the next step increase, similar to a promotion. When promotional
3 movement between job titles also involves a movement to or from the jail, salary step placement shall
4 first be determined per transfer procedures in the current job title, prior to determining the appropriate
5 promotional salary step placement.

6 **Section 5. Mileage Reimbursement and Parking.** An employee who is required by the
7 Health Department to provide a personal automobile for use in Health Department business shall be
8 reimbursed for such use at the rate established by ordinance by the County Council, for all miles
9 driven in the course of Health Department business.

10 For those jail nurses who travel between jail facilities and use their personal automobile,
11 parking shall be provided downtown at the Department's expense. The County shall make parking
12 options available in close proximity to the jail for employees working evening and/or night shifts.

13 **Section 6. Performance Evaluations.**

14 a. The Health Department shall maintain a performance evaluation system relating to
15 employees covered by this Agreement. The performance evaluation system shall be used as a method
16 in measuring an employee's performance in accomplishing in the most efficient and effective manner
17 the goals and objectives of the Health Department as they relate to employees covered by this
18 Agreement. The performance evaluation system shall encompass performance expectations based
19 upon the goals and objectives of the position being evaluated. The performance evaluation system to
20 be used by the Health Department will be presented to the Nurse Practice Committee for review and
21 comment prior to adoption.

22 b. The performance evaluation system devised by the Health Department must,
23 among any other criteria determined by the Health Department, encompass performance expectations
24 based upon the goals and objectives of the Health Department, assigned duties, Health Department
25 policies and procedures, Health Department operating instructions, any written document
26 promulgated by or adhered to by the Health Department pertaining to employees covered by this
27 Agreement, or any work practices pertaining to employees covered by this Agreement.

28 c. The evaluation shall be prepared on a format devised by the Health Department and

1 presented by an evaluator who has been instructed in the method of evaluation used and who has been
2 responsible for the supervision of the evaluatee's work.

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

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

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

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

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

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

24 Renewal for Registered Nurse License

25 Renewal for Nurse Practitioner License

26 Renewal for ANA Certification

27 Application and renewal fees of state authorized prescriptive authority

28 **Section 10. Advance Step Hire.** Employees may be hired at up to Step 10 of the salary range

1 upon the approval of the Health Department Director. The Health Department agrees to use the
2 general criteria developed by the conference committee: The decision of the Director is not
3 grievable.

4 Supervisory experience (general) two years = 1 step with maximum of 3 steps

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

7 Master's degree/Ph.D. = 1 step

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

9 ***Section 11. Shift Differentials.***

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

14 *Swing Shift* \$2.00 per hour

15 *Graveyard Shift* \$3.25 per hour

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

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

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

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

26 ***Section 12. Jail Premium.***

27 Employees assigned to the Jail Health Services shall receive a rate of pay that is 15%
28 (fifteen percent) higher than the salary range for other clinic positions. The Jail Health Services rate

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

3 **Section 13. Weekend Premium.** A weekend premium shall be paid for all hours of work on
4 weekends at the rate of \$4.00 per hour. This premium shall not be included in the base rate of pay for
5 purposes of determining the overtime rate nor paid leave benefits. The weekend begins with the night
6 shift on Friday and through swing shift on Sunday.

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

14 **Section 15.** For the duration of this Agreement, the differentials and premiums provided for
15 in this Article shall be maintained at rates no less than the same differentials and premiums provided
16 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
10 the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual
11 vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation
12 hours that can be accrued and accumulated by an employee at any time. Maximum vacation balance
13 allowable at the end of any calendar year is sixty (60) days (60 X guaranteed hours).

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Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

Section 4. Accumulation and Use of Vacation. Eligible employees shall accumulate vacation from the date of entering Health Department service and may use accumulated vacation with pay after six months on regular pay status with Health Department approval.

Section 5. Maximum Accrual.

a. An employee may accumulate a vacation balance which shall not exceed 480 hours at the end of any calendar year. Any hours in excess of 480 at the end of any calendar year shall be removed from the employee's vacation balance.

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

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

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

1 retirement or such hours will be lost.

2 **Section 8. Vacation Use for Medical Reasons.** Where an employee has exhausted his/her
3 sick leave balance, the employee can use vacation for further leave in excess of that leave already
4 provided in Article 10 Sick Leave and Leaves of Absence, Section 8, Family and Medical Leave,
5 with prior approval of the Department Director. In all other instances, employees must use all
6 accrued vacation prior to beginning a leave of absence unless an exception is approved by the
7 Department Director.

8 **Section 9. Vacation Requests.** All vacation time shall be approved in advance in writing to
9 the employee. A good faith effort will be made to provide the approval in a timely manner.

10 **Section 10.** Employees may donate vacation time consistent with the provisions of County
11 Ordinance.

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

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

23 3. Donated vacation leave hours must be used within ninety (90) calendar days
24 following the date of donation. Donated hours not used within ninety (90) days, or due to the death
25 of the receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded
26 from vacation leave payoff provisions contained in this chapter. For purposes of this section, the first
27 hours used by an employee shall be accrued vacation leave hours.

28 4. All vacation hours donated shall be converted to a dollar value based on the donor's

1 straight time hourly rate at the time of donation. Such dollar value will then be divided by the
2 receiving employee's hourly rate to determine the actual number of hours received. Unused donated
3 vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time
4 of reversion.

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

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1 **ARTICLE 9: HOLIDAYS**

2 **Section 1. Holidays Observed.**

3 The following days or days in lieu thereof shall be recognized as legal holidays without salary
4 deduction:

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6 New Year's Day	January 1 st
7 Martin Luther King, Jr. Day	Third Monday in January
8 President's Day	Third Monday in February
9 Memorial Day	Last Monday in May
10 Independence Day	July 4 th
11 Labor Day	First Monday in September
12 Veteran's Day	November 11 th
13 Thanksgiving Day	Fourth Thursday in November
14 Day after Thanksgiving	
15 Christmas Day	December 25
16 Two (2) Personal Holidays	

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18 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal
19 holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal
20 holiday.

21 **Section 2.** To minimize disruption of public services, the Health Department may, on an
22 individual basis, substitute the fourth Monday of October as Veteran's Day in lieu of the day
23 enumerated as such in the above list.

24 **Section 3. Qualifications for Holiday Pay.** To qualify for holiday pay, employees covered
25 by this Agreement must have been on pay status their normal work day before or their normal work
26 day following the holiday; provided, however, employees returning from non-pay leave starting work
27 the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
28 This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of

1 absence requested by the Department.

2 **Section 4. Holiday Premium Pay.** Employees who work on a holiday shall be paid for the
3 holiday at their regular rate of pay and, in addition, they shall either be paid at the rate of one and
4 one-half (1-1/2) times their regular rate of pay for the hours worked or be granted time off at the rate
5 of one and one-half (1-1/2) times the hours worked (compensatory time). Compensation in the form
6 of compensatory time must be agreeable to both the affected employee and the Department Director
7 or his/her designee.

8 **Section 5. Personal Holidays.**

9 a. Employees shall be granted two personal holidays per year. The first holiday shall
10 be granted to all eligible employees employed by King County on the first of October and the second
11 holiday shall be granted to all eligible employees employed on the first of November.

12 b. Personal Holidays shall be administered through the vacation plan and can be used
13 in the same manner as any earned vacation day.

14 **Section 6. Holiday Pay for Employees on Alternative Work Schedules.** Employees
15 scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more
16 than ninety-six (96) holiday hours per year. Regular part-time employees scheduled to work twenty
17 (20) or more hours per week shall be granted a proportionate amount of holiday hours. For instance,
18 an employee scheduled to work twenty hours per week shall be granted one half, forty-eight (48)
19 hours, of the ninety-six (96) holiday hours.

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

2 **Section 1. Accrual Rate and Usage.** A uniform plan for sick leave with pay shall be granted
3 to eligible Health Department employees. Sick leave credit shall accumulate at the rate of .046 hours
4 for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per
5 week. Employees will accrue sick leave on an hourly basis to begin the first of the month following
6 the date of employment. There shall be no limit to the number of sick leave hours an employee may
7 accrue. Should an employee resign in good standing, separate for non-disciplinary medical reason, or
8 be laid off, and return to County employment within two years, all accrued sick leave hours will be
9 restored. Sick leave credit may be used for bona fide cases of:

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

21 Accrued sick leave may be used to care for other family members if the employee has been
22 employed by the county for twelve months and has worked at least one thousand forty (1040) hours
23 in the preceding twelve months, and the family member is the employee's spouse or domestic partner,
24 the employee's child, a child of the employee's spouse or domestic partner, the parent of the
25 employee, employee's spouse or domestic partner, or an individual who stands or stood in loco
26 parentis to the employee, the employee's spouse or domestic partner.

27 **Section 2.** Sick leave and time off for family medical reasons shall be administered in
28 accordance with the provisions of King County Substitute Ordinance No. 13377 adopted

1 December 21, 1998, including but not limited to:

- 2 a. eligibility for family and medical leave;
- 3 b. administration of family and medical leaves;
- 4 c. verification for determining eligibility for family and medical leaves;
- 5 d. use of accrued vacation and sick leave during family and medical leave;
- 6 e. use of accrued leave to supplement workers compensation payments;
- 7 f. medical benefit coverage during family and medical leave; and
- 8 g. return to work rights upon completion of leave.

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

11 **Section 3. Reimbursement Upon Retirement.**

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

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

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

28 **Section 5. Leaves of Absence.** Leaves of absence shall be administered in accordance with

1 the Health Department Personnel Guidelines.

2 **Section 6. Leaves of Absence Requests.** All leaves of absence are to be requested in writing
3 as far in advance as possible, stating all pertinent details and the amount of time requested. An
4 employee shall not lose accrued years of seniority when granted an unpaid leave of absence for up to
5 one year. Unpaid leaves of absence for 30 calendar days or less shall not result in a loss of service
6 credit or an adjustment to the service date.

7 **Section 7. Military Leave.** Military leaves shall be granted pursuant to RCW 38.40.060.

8 **Section 8. Jury Duty.** An employee shall suffer no monetary loss while on jury duty. The
9 amount of any compensation derived from jury duty during the employee's normal work schedule,
10 except for transportation allowance, shall be deducted from the gross pay due the employee for such
11 period; provided that an employee excused by the court on any day of such duty falling within his
12 normal work schedule shall notify his supervisor and if so directed report for work for the balance of
13 his normal shift.

14 **Section 9. Wellness Incentive.** Employees within the bargaining unit who, in a calendar year
15 ending on December 15 each year, use less than thirty-three (33) hours of sick leave may convert
16 sixteen (16) hours of unused, accrued sick leave to two (2) vacation days to be used in the following
17 year.

18 **Section 10. Donation of Sick Leave.** Employees may donate sick leave consistent with the
19 provisions of County Ordinance.

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

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

28 3. Donated sick leave hours must be used within ninety (90) calendar days. Donated

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

5 *Section 11.* All donations of sick leave made under this section are strictly voluntary.

6 Employees are prohibited from soliciting, offering or receiving monetary or any other compensation
7 or benefits in exchange for donating vacation or sick leave hours.

8 *Section 12.* Sick leave hours donated shall be converted to a dollar value based on the
9 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by
10 the receiving employee's hourly rate to determine the actual number of hours received. Unused
11 donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at
12 the time of reconversion.

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, mother-in-law, father, father-in-law, legal spouse, domestic partner, domestic
16 partner's parents, son, daughter, grandparent, grandchild, brother, sister of the employee, or other
17 relative or significant person living 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.** Full-time regular, part-time regular and probationary
6 employees shall be eligible for receipt of all benefits under the County's medical, dental, vision,
7 disability and life insurance programs as determined by the County Joint Labor Management
8 Insurance Committee.

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

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 regular rate of pay, or
12 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.

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. The County acknowledges its obligation to notify WSNA and negotiate significant
17 changes of work schedules, prior to implementation.

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

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

- 24 • 4 10-hour work days;
- 25 • a 9/8-off alternating work week schedule. (The record keeping time sheet for this
26 schedule must be the one which meets the FLSA standards dividing between two
27 work weeks mid shift on the fifth day of work which is either 8 hours or a day off).

28 In administering the four (4) day, forty (40) hour work week, the following working

1 conditions shall prevail:

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

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

6 c). Sick Leave benefits shall be accrued and expended on an hourly basis;

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

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

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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.** An employee assigned to a training position (training status) shall be under the
9 supervision and guidance of her/his immediate supervisor, and shall not remain in the training
10 position for more than twenty (20) consecutive normal working days.

ARTICLE 15: CONFERENCE COMMITTEE

The Health Department jointly with the elected representative of the employees covered by Appendix A of this Agreement shall establish a Supervisors' Conference Committee to assist with mutual problems regarding supervisory issues, and for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. The function of the committee shall be limited to an advisory rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as mutually agreed, and shall consist of three representatives of administration and three representatives of the employees. Washington State Nurses Association representatives may attend meetings upon invitation or after giving prior notification to the Committee. When an issue is presented by the employee representatives of the Association at a Conference Committee, and the issue is not resolved or has not been addressed to the satisfaction of the Association within 30 calendar days, the Association may reduce the substance of the issue to writing indicating that it had been discussed in the Conference Committee and thereafter forward the issue to the Director of Public Health. The Director shall personally or through his designated representative respond in writing to the issue raised by the Association within 15 calendar days clarifying the position of the Department relative to the issue raised.

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. The Committee shall be composed of
6 two (2) supervisory employees covered by this Agreement, five (5) non-supervisory employees
7 covered by the Washington State Nurses Association Staff Nurses Agreement who shall be appointed
8 by each of the Association's Local Units, and two (2) representatives of the Department Head,
9 preferably the Chief of Nursing Services and a District Administrator. The Nursing Practice
10 Committee shall meet monthly. Each Committee member shall be entitled to all paid hours for the
11 purpose of attending the monthly meeting, and when necessary, not more than one paid hour for
12 preparation for same each month. Such meetings shall be scheduled in advance and so as to
13 minimize conflict with regularly assigned duties. The Committee shall prepare an agenda and keep
14 minutes of all meetings. A copy of the agenda and minutes shall be forwarded to the Department
15 Head as well as to each District Administrator. Upon request, employees may review the minutes of
16 the meeting.

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

19 Issues left unresolved may be presented by the employee or supervisory representatives in
20 writing to the Department Director with a proposed resolution. The Director, or his/her designee,
21 shall respond in writing to the issue within thirty (30) calendar days.

1 ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/ REHIRS

2 *Section 1. Definitions.* The following definitions shall apply for the purposes of
3 administering this Article:

4 a. **Seniority** is the employee's total uninterrupted time in the bargaining unit,
5 measured as total non-overtime compensated hours.

6 b. **Layoff** is the involuntary termination of employment due to reduction in force.

7 c. **Classification** is a group of positions that are sufficiently similar in their duties,
8 responsibilities and authority that the same descriptive title may be used to designate each position
9 allocated to the class. The classifications covered by this Agreement are Assistant Personal Health
10 Services Supervisor and Personal Health Services Supervisor.

11 d. **Qualified** means the employee possesses the required knowledge, skills and
12 abilities to competently perform the duties of a position; including required licenses and/or
13 certifications, and would be eligible to be appointed to the position as a new hire.

14 *Section 2.* When the Department determines there is a need to reduce the workforce, the
15 Department shall identify by job class and work site which positions(s) are to be eliminated.

16 *Section 3.* An incumbent employee in a position to be eliminated shall be notified at least
17 thirty days prior to the effective date. The notice will include information about the options provided
18 in this Section. A copy of the notice will be provided to the Association. The employee shall be
19 allowed fourteen calendar days to elect one of the following options:

20 a. The employee may accept appointment to a vacant position within the bargaining
21 unit for which the employee is qualified. The Department must offer a vacant bargaining unit
22 position to a qualified employee subject to layoff, if the position is at the same salary range as the
23 position from which the employee is laid off, and if the Department intends to fill the position.

24 b. The employee may voluntarily demote to a vacant bargaining unit position in a job
25 class with a lower maximum pay rate, provided the employee is qualified and the Department intends
26 to fill the position.

27 c. The employee may elect to be laid off.

28 d. The employee may displace (bump) the least senior employee in the same job

1 class, provided the employee is qualified for the position. A Supervisor may bump the least senior
2 employee in the Assistant Supervisor job class, provided the Supervisor is qualified for the Assistant
3 Supervisor position, if there is no other employee in the Supervisor job class with less seniority than
4 the employee to be laid off. For bumping purposes, there is no distinction between Jail and Clinic
5 positions.

6 e. A member of this bargaining unit may bump the least senior employee in a job
7 classification within the Staff Nurses bargaining unit represented by the Association, provided, 1) the
8 employee has completed a probationary period in that classification, 2) the employee has the required
9 qualifications for the position, 3) the employee has greater seniority than the least senior employee in
10 that job class, and 4) there is no position in this bargaining unit into which the employee can bump.
11 For purposes of bumping into the Staff nurses bargaining unit, seniority shall be as defined in the
12 Staff Nurses Agreement. A Nurse Practitioner without prescriptive authority shall not bump a Nurse
13 Practitioner with prescriptive authority.

14 **Section 4.** When the Department determines to eliminate multiple positions, the incumbents
15 in the positions to be eliminated shall select their options under Section 2 above in the following
16 procedure:

17 a. The employees will designate a first, second and third choice among the options;

18 b. Option choices will be allocated in order of seniority, the most senior employee
19 having priority; provided, however, bumping choices will be allocated according to c. below:

20 c. It is the intent for bumping to proceed in reverse seniority order, with the least
21 senior employee the one to be displaced first. No employee may be bumped ahead of the least senior
22 employee in the same job classification.

23 d. An exception to c. above may be authorized by the Department Director, with
24 notice to the Association, only if bumping out of order is required to retain essential skills or
25 qualifications.

26 **Section 5.** Once the employee has selected an option, the selection may not be changed
27 except by approval of the Department Director or designee.

28 **Section 6.** The Chief of Nursing Services shall determine which positions an employee

1 subject to layoff is qualified to select as an option. This decision shall be final; however, an
2 employee may request and the Chief of Nursing Services may agree to allow an employee to bump
3 into a position for which he/she has not been deemed qualified, and serve a six months probation
4 period. The determination whether an employee is qualified will assume an appropriate orientation to
5 the new position.

6 **Section 7.** Employees who are laid off shall be placed on a recall list for a period of two years
7 from the date of layoff. Employees shall be recalled to openings in the classification from which laid
8 off in seniority order, the most senior to be recalled first. Refusal of a job offer may be grounds for
9 removal from the recall list.

10 **Section 8.** The Department and/or OHRM may offer additional layoff options in accordance
11 with the King County Workforce Management Plan.

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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 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.

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 or 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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1 ARTICLE 21: PRODUCTIVITY AND PERFORMANCE

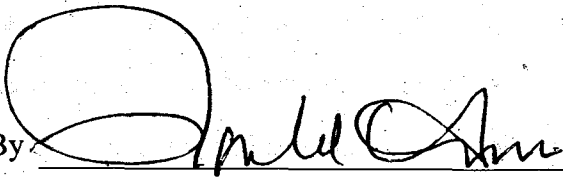
2 **Section 1.** Delivery of services in the most efficient, effective and courteous manner is of
3 paramount importance in the Health Department. As a consequence, the parties hereby recognize the
4 Health Department's right to determine the methods, processes and means of providing service, the
5 rights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

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

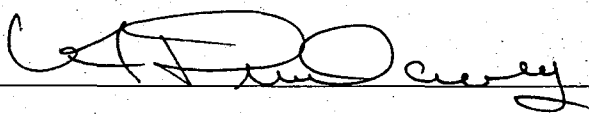
1 **ARTICLE 22: TERM OF AGREEMENT**

2 This agreement covers the period from January 1, 1999, through December 31, 2001. The
3 terms shall be in effect when ratified by the parties, unless a different effective date is specified.
4 Written notice must be served by either party upon the other party of its intent to terminate or modify
5 this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31,
6 2001.

7
8 APPROVED this 29 day of October, 1999

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12 By  _____
13 King County Executive

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16 **SIGNATORY ORGANIZATION:**

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20  _____
21 Washington State Nurses Association

APPENDIX "A"

13655

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Job Class	Salary Range
Assistant Personal Health Services Supervisor – Clinic	59
Assistant Personal Health Services Supervisor – Jail	65
Personal Health Services Supervisor- Clinic	63
Personal Health Services Supervisor – Jail	69

1 **Memorandum of Understanding**
2 **by and between**
3 **King County**
4 **and**
5 **Washington State Nurses Association**
6 **representing**
7 **Assistant Personal Health Services Supervisors**
8 **Personal Health Services Supervisors**
9 **in the**
10 **Seattle-King County Department of Public Health**

11 A Labor-Management Committee shall be convened for the purpose of discussing the process
12 and standards that the Chief of Nursing Services will utilize to determine whether a laid-off employee
13 is "qualified" to exercise his/her option of accepting an appointment to a vacant position within the
14 bargaining unit or displacing (bumping) the least senior employee in the same job class. This
15 committee shall be convened not later than two (2) months after the ratification of the collective
16 bargaining agreement by the WSNA local unit, and shall include as members, the WSNA Local Unit
17 Chairperson, a bargaining unit representative from the clinic, a bargaining unit representative from
18 the jail, the Chief of Nursing Services, plus two other County representatives. A WSNA
19 representative may be present at the request of the bargaining unit.

20 **For King County:**

21 By: 

22 King County Executive

23 Date: 9-29-99

24 **For Washington State Nurses Association:**

25 By: 

26 Date: 9/24/99

13656

October 1, 1999
41000199

Introduced By:

Larry Phillips
Greg Nickels
Kent Pullen

Proposed No.:

1999-0573

ORDINANCE NO. **13656**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Amalgamated Transit Union, Local 587, representing employees in the Departments of Transportation, Finance and Information and Administrative Services; 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 Amalgamated Transit Union, Local 587, representing employees in the Departments of Transportation, Finance and Information and Administrative Services and attached hereto is hereby approved and adopted by this reference made a part hereof.

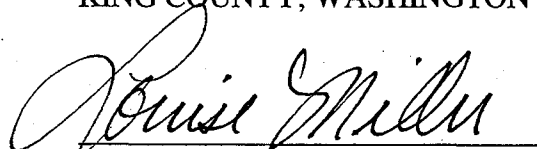
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SECTION 2. Terms and conditions of said agreement shall be effective from November 1, 1999, through and including October 31, 2001.

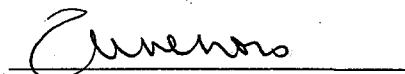
INTRODUCED AND READ for the first time this 4th day of October, 1999.

PASSED by a vote of 11 to 0 this 11th day of October, 1999.

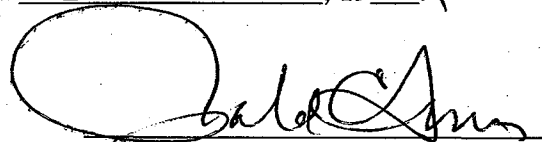
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 15 day of October, 1999


King County Executive

Attachments: Collective Bargaining Agreement [410C0199]