



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 15, 2001

Ordinance 14235

Proposed No. 2001-0486.2

Sponsors Pullen, Nickels and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the Washington State Nurses Association (staff
4 nurses) representing employees in the department of public
5 health; establishing the effective date of said agreement.

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8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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


13 SECTION 2. Terms and conditions of said agreement shall be effective from
14 January 1, 2001, through and including December 31, 2003.

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Ordinance 14235 was introduced on 10/8/01 and passed by the Metropolitan King
County Council on 10/15/01, by the following vote:

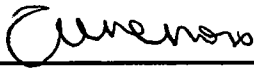
Yes: 8 - Mr. von Reichbauer, Ms. Fimia, Mr. Phillips, Mr. Nickels, Mr.
Pullen, Mr. Gossett, Ms. Hague and Mr. Thomas
No: 0
Excused: 5 - Ms. Miller, Mr. Pelz, Mr. McKenna, Ms. Sullivan and Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



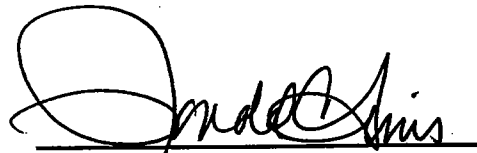
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of October 2001.



Ron Sims, County Executive

Attachments A. Agreement Between King County and Washington State Nurses Association
 Representing Employees in Public Health--Seattle & King County

AGREEMENT BETWEEN
AND KING COUNTY

2001-486

WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
PUBLIC HEALTH--SEATTLE & KING COUNTY

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1 **ARTICLE 2: NON-DISCRIMINATION**

2 **Section 2.1 Gender-Neutral Language:** Whenever words denoting gender are used in this
3 Agreement, they are intended to apply equally to either gender.

4 **Section 2.2 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 2.3 Avenue of Redress:** Complaints or charges under this Article shall be pursued
10 through appropriate equal employment opportunity agencies of the Federal, County, City or State,
11 rather than through the contract grievance procedures. Employees are encouraged to discuss issues of
12 concern related to this Article with the Department's Equal Employment Opportunity Coordinator.

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

2 **Section 3.1 *Bargaining Unit:*** The Employer hereby recognizes the Association as the
3 exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session
4 Laws of 1967 of the State of Washington, of all employees employed within the Health Department
5 as defined by the classifications listed in Addendum A to this Agreement. This shall include all full-
6 time regular, part-time regular, probationary, term limited temporary, part-time and temporary (per
7 diem/intermittent employees). Should the Employer create a new non-management classification that
8 requires an RN or LPN license, the Employer will notify the Association for the purposes of
9 negotiating an appropriate wage rate.

10 **Section 3.2 *Non-Discrimination:*** The Employer agrees that the Association has the right to
11 encourage all employees in the bargaining unit to become and remain members in good standing of
12 the Association, and the Association accepts its responsibility to fairly represent all employees in the
13 bargaining unit regardless of membership status. Neither party shall discriminate against any
14 employee or applicant for employment on account of membership in or non-membership in any union
15 or other employee organization.

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

19 **Section 3.3 *Payroll Deduction:*** The Employer agrees to deduct from the pay check of each
20 employee who has so authorized it, the regular monthly dues uniformly required of members of the
21 Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the
22 employees involved by the tenth of the month following the payroll deduction date. Authorization by
23 the employee shall be on a form approved by the parties hereto and may be revoked by the employee
24 upon request. The performance of this function is recognized as a service to the Association by the
25 Employer.

26 **Section 3.4 *Association Membership:*** All nurses working under this Agreement on its
27 effective date who are members of the Association and all nurses who become members of the
28 Association during their employment by the Employer shall remain members in good standing for

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

12 **Section 3.5 Discharge for Failure to Meet Association Membership Requirements:** Failure
13 by an employee to abide by the above provisions shall constitute cause for discharge of such
14 employee; provided that when an employee fails to fulfill the above obligation, the Association shall
15 provide the employee and the Employer with thirty (30) days written notification of the Association's
16 intent to initiate discharge action, and during this period the employee may make restitution in the
17 amount which is overdue.

18 If the employee has not fulfilled the above obligation by the end of the Association's thirty
19 (30) calendar day discharge notification period, the Association will thereafter notify the King County
20 Director of the Office of Human Resources Management (OHRM) in writing, with a copy to the
21 Department Director, County Labor Relations Manager, and the employee, of such employee's failure
22 to abide by Article III as applicable. In this notice the Association will specifically request discharge
23 of the employee for failure to abide by the terms of the labor agreement between the Employer and
24 the Association.

25 **Section 3.6 Religious Exemptions:** Employees who hold genuine religious beliefs or tenets
26 in objection to union membership shall contribute an amount equivalent to regular union dues to a
27 non-religious charity or another charitable organization mutually agreed upon by the employee
28 affected and the bargaining representative to which such employee would otherwise pay the regular

1 monthly dues. The employee shall provide the Association with a receipt as proof of payment to the
2 non-religious charity.

3 **Section 3.7 Visitation:** A representative of Washington State Nurses Association may, after
4 notifying the Department Official in charge who is outside of the bargaining unit, visit the work
5 location of employees covered by this Agreement at any reasonable time for the purpose of
6 investigating grievances. Such representative shall limit his/her activities during such investigation to
7 matters relating to this Agreement. Department work hours shall not be used by employees or the
8 Representative of Washington State Nurses Association for the conduct of Association business or
9 the promotion of Association affairs.

10 **Section 3.8 Bargaining Unit Roster:** Annually, the Employer will, upon request, provide to
11 the Association a complete list of employees covered by this Agreement. The list will include the
12 name, address, telephone, status, job title and date of hire for each employee. In addition, the
13 Employer will provide a monthly payroll register update.

14 **Section 3.9 Orientation:** The local unit chairperson or designee will be afforded an
15 opportunity during the department's orientation of newly hired nurses covered by this Agreement to
16 provide information on the Association and the contract.

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1 **ARTICLE 4: 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 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 Agreement
6 shall not limit the right of the Health 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.

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1 **ARTICLE 5: EMPLOYMENT PRACTICES**

2 **Section 5.1 *Jurisdiction of Nursing Care Quality Assurance Commission:*** The Employer
3 recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is
4 licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in
5 conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality
6 Assurance Commission which is solely empowered by law to promulgate and interpret such rules and
7 regulations.

8 It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also practice in
9 conformity with the rules and regulations promulgated by the Washington State Board of Pharmacy.

10 **Section 5.2 *Progressive Discipline:*** The principal objective of any disciplinary action short
11 of termination shall be to improve the performance and efficiency of an employee. To that end,
12 appointing authorities will utilize a system of progressive discipline. Examples of progressively
13 severe disciplinary actions include:

- 14 a. Predisciplinary counseling
- 15 b. Oral reprimand
- 16 c. Written reprimand
- 17 d. Suspension
- 18 e. Dismissal

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

22 **Section 5.3 *Performance Evaluations:*** The Health Department shall maintain a
23 performance evaluation system relating to employees covered by this agreement. The performance
24 evaluation system shall be used as a method in measuring an employee's performance. The
25 performance evaluation system shall encompass performance expectations based upon the goals and
26 objectives of the position being evaluated.

27 The performance evaluation system to be used by the Health Department will be presented to
28 the Nursing Practice Committee (as defined in Article 15) for review and comment prior to

1 adoption.

2 The direct supervisor will prepare the evaluation and present it to the affected employee at an
3 evaluation conference which must be conducted by the person writing the evaluation. The evaluatee
4 has the responsibility to participate in the evaluation conference and to improve work performance in
5 any area where performance deficiencies are found to exist.

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

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

13 **Section 5.4 Position Vacancies:** Vacancies created within the job titles covered by this
14 Agreement by virtue of separation or newly created positions shall be posted for not less than five (5)
15 consecutive days; provided, however, the Health Department retains the right to determine who, if
16 anybody, shall be selected for and/or transferred to said vacancy.

17 The Department recognizes that it is preferable to fill vacancies with qualified nurses within
18 the Department rather than by hiring persons from outside the Department. The Department may
19 identify special skills and abilities and recruit externally concurrently with internal recruitments for
20 these positions in order to hire in a timely manner.

21 a. Announce all position vacancies with stated minimum qualifications in the Health
22 Register on the King County Public Health computer system.

23 b. Interview screened applicants meeting minimum qualifications from within the
24 bargaining unit. In the event the Department determines it will not interview all applicants meeting
25 minimum qualifications for the position, it shall provide a written explanation to all applicants
26 indicating the specific additional, objective, criteria (preferred qualifications) which were used to
27 "screen" the applicants down to the interview pool.

28 c. Give preference to filling any such open position to applicants from within the

1 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
2 equal based upon relevant criteria.

3 d. Make selections for promotional positions in accordance with appropriate
4 personnel regulations and ordinances.

5 e. Commit to filling, within a calendar year, at least fifty percent (50%) of all
6 vacancies within the job titles covered by this Agreement with employees who actually apply for such
7 transfers unless unanticipated and extraordinary events occur which affect the Employer's ability to
8 comply. Examples of such events include the impact of public health emergencies, natural disasters,
9 major economic crises, and preeminent legal requirements. This commitment is contingent upon the
10 internal candidates meeting all the criteria for the vacant positions, i.e., they must perform the
11 functions of the job with the same orientation a qualified outside candidate would need.

12 Upon request, on an annual basis, the Employer will produce a report such that the pattern of
13 appointments can be reviewed by the Association and the Employer. Should the annual review reveal
14 a deviation from the commitment, the Employer will determine if there is justifiable reason for the
15 deviation and if not, will take steps to bring the hiring into compliance. If, after the second
16 successive annual review, there continues to be a deviation from the commitment, the Executive
17 Conference Committee (as defined in Article 15) shall develop specific strategies to correct the
18 imbalance. The Committee will submit the recommended strategies to the Department Director for
19 his/her consideration.

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

22 g. An employee who applies for and receives a lateral transfer will not be required to
23 serve another probationary period. However, at the time of acceptance of the transfer, the nurse may
24 request the Department to consider, or the Department may impose a trial service period of up to
25 three (3) months (six (6) months for nurses who transfer from a general to a Correctional Health and
26 Rehabilitation Services (CHARS) assignment or vice versa. A nurse who does not successfully
27 complete the trial service period shall be moved back into the nurse's former position which may be
28 filled on a temporary basis, pending the outcome of the nurse's trial service period. A lateral

1 transfer is defined as the movement of an employee in the bargaining unit to another position within
2 the same classification within the bargaining unit.

3 **Section 5.5 Change of duties:** The Department retains the right to alter the duties of a
4 position. The status of the incumbent is not affected when altered duties are consistent with the
5 classification specifications.

6 **Section 5.6 Transfers:** When the Department intends to transfer a position or employee from
7 one sector or site to another, the Department will first seek a volunteer for transfer. If there is no
8 volunteer, the Department will transfer the least senior, appropriately qualified employee in the job
9 classification.

10 **Section 5.7 Personnel File:** The employees covered by this Agreement may examine their
11 personnel files in the Department's Personnel Office in the presence of the Personnel Officer or
12 designee. No other personnel files will be recognized by the Employer or the Association. Materials
13 to be placed into any employee's personnel file relating to job performance or personal conduct or
14 any other material that may have an adverse effect on the employee's employment shall be brought to
15 his/her attention with copies provided to the employee for his/her signature. Employees who
16 challenge material in their personnel files are permitted to insert material related to the challenge.
17 At the employee's request, materials relating to corrective counseling will be removed from the
18 employee's file after a twelve (12) month period, unless another act of misconduct has been
19 committed during the twelve (12) month period.

1 **ARTICLE 6: 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. The employee and the immediate supervisor are encouraged to make
6 every attempt to resolve the issue of concern in a timely manner prior to filing a formal grievance.
7 Upon timely request by an Association representative to the Department Labor Relations Supervisor,
8 the time period for initial filing of a grievance may be extended for a mutually agreed time, to allow
9 for efforts to resolve a potential grievance. Employees will be free from coercion, discrimination or
10 reprisal for seeking a resolution of their grievances.

11 A grievance concerning the discipline or discharge of a non-probationary employee may be
12 presented through this grievance procedure; provided, however, an employee covered by this
13 agreement must, upon initiating objections relating to disciplinary action, use either the contract
14 grievance procedure contained herein (with the Association processing the grievance) or pertinent
15 procedures regarding disciplinary appeals under the applicable personnel systems, such as the County
16 Personnel Board. Under no circumstances may an employee use both the contract grievance
17 procedure and a personnel system appeal, including the Personnel Board, relative to the same
18 disciplinary action. A grievance normally will be filed at Step 1; however, the Association and the
19 Department may agree to initiate the grievance procedure at any step. A grievance concerning
20 suspension or discharge for cause will normally be filed at Step 3 of this procedure.

21 Probationary, term-limited, part-time and temporary (Per Diem/intermittent) employees shall
22 not have the right to pursue grievances over disciplinary matters but shall be able to pursue
23 grievances as otherwise provided in Section 1. Term-limited temporary, part-time, and temporary
24 (Per Diem/Intermittent) employees who have been employed by the Department for at least one year
25 (24 full pay periods) and have worked at least 1,040 hours may grieve written disciplinary actions
26 through Step 3 of this contractual grievance procedure.

27 **Section 6.1 Definition:** A grievance shall be defined as an alleged violation of any of the
28 express terms of this contract to include wages, hours and working conditions as specifically

1 provided herein.

2 **Section 6.2 Process:** At any step in the process, the parties may agree to select a neutral third
3 party to serve as mediator. If mediation is attempted after Step 4 and is not successful, arbitration
4 may be requested as provided below, within thirty (30) days after the mediator or one of the parties
5 declares impasse. Nothing said or done by the parties or the mediator during the grievance mediation
6 session(s) can be used against them during the arbitration proceedings.

7 **Step 1. Supervisor:** A grievance shall be presented in writing by the aggrieved
8 employee (and his/her selected representative if the employee wishes) within ten (10) working days of
9 the occurrence, or the date the employee should have known of the occurrence, of such grievance to
10 the employee's immediate supervisor. The written grievance shall state the act or omission which is
11 the basis for the grievance, the date of such act or omission, the Article and Section of this Agreement
12 the employee believes was violated or misapplied, and the remedy requested. The immediate
13 supervisor shall meet with the employee (and designated Association representative) if the employee
14 so requests. If the employee requests a meeting, the immediate supervisor will contact the employee
15 (and Local Unit representative if requested by the employee) within ten (10) working days of receipt
16 of the written grievance, to schedule the meeting. Every effort will be made to schedule this meeting
17 to occur within twenty (20) working days of the receipt of the written grievance by the immediate
18 supervisor. Whenever possible, grievance meetings will be held during the employee's regular
19 working hours. The supervisor shall notify the employee in writing of his/her decision within ten (10)
20 working days after the meeting or after receipt of the grievance, if there is no meeting. If a grievance
21 is not pursued to the next level within ten (10) working days following receipt of the written response
22 from the immediate supervisor, it shall be presumed resolved.

23 **Step 2. Division Manager/Correctional Health and Rehabilitation Services**
24 **(CHARS) Administrator:** If the grievance has not been satisfactorily resolved by the response from
25 the immediate supervisor, the employee and his/her representative shall then present the grievance to
26 the Division Manager CHARS Administrator with a copy to the Department's Labor Relations
27 Supervisor. The written grievance shall include the Step 1 grievance statement and the immediate
28 supervisor's response. The Division Manager/CHARS Administrator or designee shall meet with

1 the employee if the employee so requests. If the employee requests a meeting, the Division
2 Manager/CHARS Administrator or designee will contact the employee (and Association
3 representative if appropriate) within ten (10) working days of receipt of the written grievance, to
4 schedule the meeting. Every effort will be made to schedule this meeting within twenty (20) working
5 days of the receipt of the written grievance by the Division Manager/CHARS Administrator.
6 Whenever possible, grievance meetings will be held during the employee's regular working hours.
7 The Division Manager/CHARS Administrator or designee, shall make a written decision available to
8 the aggrieved employee with a copy mailed to the Association within ten (10) working days after the
9 meeting (or after receipt of the grievance, if there is no meeting). If the grievance is not pursued to
10 the next higher level within ten (10) working days from the Association's receipt of the Division
11 Manager's/CHARS Administrator's written decision, it shall be presumed resolved.

12 **Step 3. Department Director:** If after receiving the Division Manager's CHARS
13 Administrator's written decision to the grievance and the grievance has not been satisfactorily
14 resolved, the employee and his/her representative shall then present the grievance to the Department
15 Director. The Step 3 grievance shall include a copy of the initial grievance statement, previous
16 responses to the grievance, and a statement explaining what aspects of the initial grievance are not
17 satisfactorily resolved. The Department Director or designee, after investigation, shall make a written
18 decision available to the aggrieved employee with a copy mailed to the Association within ten (10)
19 working days after receipt of the Step 3 grievance. If the grievance is not pursued to the next higher
20 level within ten (10) working days from the Association's receipt of the Department Director's or
21 designee's written decision, it shall be presumed resolved.

22 **Step 3.1 Grievances of Disciplinary Action:** Grievances over suspension, demotion,
23 or discharge for cause shall be filed at Step 3 within ten (10) working days of the written notification
24 to the employee, or the effective date of the disciplinary action, whichever occurs later. Association
25 grievances (see Article 6.5) will also be filed at Step 3. The Department Director or designee shall
26 process disciplinary grievances and Association grievances according to the same procedures for
27 meeting and response, as set forth for Step 1 and Step 2 grievances.

28 **Step 4. Labor Relations Manager:** If after receiving the written decision of the

1 Department Director or designee and the grievance has not been resolved to the satisfaction of the
2 employee, the grievance may be presented to the King County Labor Relations Manager or his/her
3 designee for review. The Labor Relations Manager or designee shall contact the Association
4 representative within ten (10) working days to schedule a meeting for the purpose of resolving the
5 grievance. Every effort will be made to schedule this meeting to occur within twenty (20) working
6 days of the receipt of the written grievance by the Labor Relations Manager. Whenever possible,
7 grievance meetings will be held during the employee's regular working hours. The Labor Relations
8 Manager or designee shall issue a written response within ten (10) working days following the
9 meeting. If the Manager or designee fails to so issue, the Association may proceed to Step 5 of this
10 grievance procedure.

11 **Step 5. Arbitration:** Should the decision of the Labor Relations Manager or his/her
12 designee not resolve the grievance to the satisfaction of the Association or the Employer, either the
13 Union or the Employer may request arbitration within thirty (30) days of receipt of the Step decision.
14 The request for arbitration must specify:

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

20 Should arbitration be chosen, the Association and the Labor Relations Manager or his/her
21 designee shall then select a third disinterested party to serve as an arbitrator. In the event that the
22 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
23 seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The
24 arbitrator will be selected from the list by both the County representative and the Association, each
25 alternately striking a name from the list until only one remains. The arbitrator shall be asked to
26 render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

8 c. The cost of the arbitrator shall be borne equally by the County and the
9 Association, and each party shall bear the cost of presenting its own case.

10 d. The parties agree to otherwise abide by the award made in connection with
11 any arbitrable difference.

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

14 f. Regardless of the outcome of the arbitration, each party shall be responsible
15 for the cost of its own legal representation.

16 **Section 6.3 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. Working days referred to above shall
20 be defined as Monday through Friday excluding observed holidays. If the grievant has not received a
21 response at Step 1 within the time frames listed, the grievant may elevate the grievance to the next
22 step. If the grievant and/or the Association has not received a response at Step 2 or Step 3 within the
23 time frames listed, the Association may elevate the grievance to the next step.

24 **Section 6.4 Back Pay Awards:** Arbitration awards shall not be made retroactive beyond the
25 date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen
26 (15) or less days prior to the initial filing of the grievance, unless the circumstances of the grievance
27 were not and could not have been known by the grievant.

28 **Section 6.5 Association Grievances:** A contract grievance in the interest of two or more

1 employees in the bargaining unit shall be reduced to writing by the Association and may be
2 introduced at Step 3 of the contract grievance procedure to the Director of Public Health and be
3 processed within the time limits set forth herein.

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1 **ARTICLE 7: JOB TITLES AND RATES OF PAY**

2 **Section 7.1 Job Titles:** The job titles of employees covered under this Agreement and the
3 corresponding rates of pay are set forth in Addendum A which is attached hereto and made a part of
4 this Agreement.

5 **Section 7.2 Wage Rates:**

6 **Section 7.2.1 2001 Wage Increases:** Effective January 1, 2001, the rates of pay shall be as
7 set forth in Addendum A.

8 **Section 7.2.2 2002 Wage Increases:** Effective January 1, 2002, the rates of pay shall be
9 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
10 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W
11 1982-84=100). The increase will be measured by calculating the increase in the CPI from September
12 2000 to September 2001. The minimum increase shall be two (2) percent and the maximum increase
13 shall be six (6) percent.

14 **Section 7.2.3 2003 Wage Increases:** Effective January 1, 2003, the rates of pay shall be
15 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
16 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W
17 1982-84=100). The increase will be measured by calculating the increase in the CPI from September
18 2001 to September 2002. The minimum increase shall be two (2) percent and the maximum increase
19 shall be six (6) percent.

20 **Section 7.2.4 Step Increases:** On January 1, 2002 and annually thereafter on January 1, non-
21 probationary regular employees who are not at the top step will advance to the next higher step on the
22 salary range.

23 **Section 7.2.5 Probation and Step Increases:** Appointment as a career service employee is
24 accomplished only after the employee successfully completes a probationary period of six (6) months.
25 The Department may extend a nurse's probationary period for up to an additional six (6) months,
26 provided that notice of the extension is provided to the employee and the Association prior to the
27 expiration of the first six (6) month period. A probationary employee placed on the first step of the
28 salary range upon appointment will advance to Step 2 upon completion of probation. A

1 probationary employee placed at Step 2 or higher may at the Employer's discretion advance to the
2 next higher step upon completion of probation.

3 **Section 7.2.6 Longevity Premium:** Full-time regular and part-time regular nurses shall
4 receive the following longevity premiums based upon their length of service with the Department:

5

6 after 8 years (96 months) of service	2% above the nurse's Step
7 after 10 years (120 months) of service	3% above the nurse's Step
8 after 12 years (144 months) of service	4% above the nurse's Step
9 after 15 years (180 months) of service	5% above the nurse's Step
10 after 20 years (240 months) of service	6% above the nurse's Step

11

12 **Section 7.3 Mileage Reimbursement/Parking:** An employee who is required by the Health
13 Department to provide a personal automobile for use in Health Department business shall be
14 reimbursed for such use in accordance with County policies.

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

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

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

26 **Section 7.4 Uniforms:** If a uniform and special shoes are, in the future, required as a
27 condition of employment for employees covered by this Agreement, the Health Department agrees to
28 inform the Association thirty (30) days prior to implementation of said condition of employment and

1 negotiate the conditions thereof.

2 **Section 7.5 Part-time and temporary (Per Diem/Intermittent Nurses):** If a Part-time or
3 temporary(per diem/intermittent) employee (not necessarily the same person) has worked for 1,044
4 hours in a period of twelve (12) or fewer months, the Association may request a meeting with the
5 Employer to review the feasibility of posting a position at that site to fill the hours which have been
6 filled by a Part-time and temporary (per diem/intermittent nurse(s)). If such a need is jointly
7 determined, the Department Director shall make a position request to the Budget Office.

8 Upon request, the Department will provide annual reports to the Association on the use of
9 Part-time and temporary (per diem/intermittent nurses) employed during the year. The report shall
10 include the names of Part-time and temporary (per diem/intermittent nurses) by work site,
11 classification and the number of hours worked by each Part-time and temporary (per
12 diem/intermittent nurse).

13 **Section 7.5.1** Part-time and temporary (per diem/intermittent nurses) shall be eligible for
14 standby pay, callback pay, shift differentials, weekend premium and jail premium pay.

15 **Section 7.5.2** Part-time and temporary (per diem/intermittent) nurses are not entitled to
16 holidays, sick leave, bereavement leave or other paid leaves. Part-time and temporary (per
17 diem/intermittent) employees will be paid at the rate of time and one-half (1-1/2) times their straight
18 rate of pay for work on the holidays listed in Article 9, Section 1.

19 **Section 7.5.3** Part-time and temporary employees (per diem/intermittent nurses), other than
20 probationary, provisional and term-limited employees, who exceed the calendar year working hours
21 threshold defined in Article 21 shall receive compensation in lieu of leave benefits at the rate of 15% of
22 gross pay for all hours worked, paid retroactive to the first hour of employment and for each hour
23 worked thereafter. The employee will also receive a one-time only payment in an amount equal to the
24 direct cost of three months of insured benefits, as determined by the director, and, in lieu of insured
25 benefits, an amount prorated to an hourly equivalent based on the employee's normal work week for
26 each hour worked thereafter. Such additional compensation shall continue until termination of
27 employment or hire into a full-time regular, part-time regular or term-limited position. Further,
28 employees receiving pay in lieu of insured benefits may elect to receive the medical component of the

1 insured benefit plan, with the cost to be deducted from their gross pay; provided, that an employee who
2 so elects shall remain in the selected plan until termination of employment, hire into a full-time regular,
3 part-time regular, or term-limited position, or service of an appropriate notice of change or cancellation
4 during the employee benefits annual open-enrollment.

5 **Section 7.5.4 Return to Employment:** Nurses who retire or separate in good standing and
6 subsequently return on a part-time, temporary or term-limited basis shall be placed at the wage step in
7 effect at the time the nurse retired or separated.

8 **Section 7.6 Professional Liability Insurance:** Employees covered by this agreement are
9 covered by the liability protection as provided in the King County Code for acts committed in good
10 faith and within the scope of their official County duties.

11 **Section 7.7 Prescriptive Authority - Condition of Employment:** Nurse Practitioners must
12 obtain Advanced Registered Nurse Practitioner (ARNP) status and prescriptive authority within one
13 (1) year of the date of hire and continue to maintain such status. Nurse Practitioners will not receive a
14 normally scheduled step increase until they attain ARNP status with prescriptive authority.

15 **Section 7.7.1 Interim Licensure:** An employee may be hired or promoted into a position
16 with an interim license at the level required for the position as provided for by state licensing rules.
17 Should the employee fail to be licensed by the state at the level required upon expiration of the
18 interim license or notice of failure (whichever occurs first), the employee shall be removed from the
19 position. An employee who held a Health Department position within the bargaining unit and was
20 promoted on the basis of the interim license, shall be reinstated to the title previously held.

21 **Section 7.8 License Fees:** The Health Department shall pay for the cost of the following fees
22 for all full-time regular and part-time regular Nurse Practitioners with ARNP status:

23 Renewal for ARNP license.

24 Application and renewal fees of state authorized prescriptive authority.

25 **Section 7.9 Shift Differentials:** A bargaining unit employee scheduled to work in a facility
26 or site which is staffed for 24-hour operation and scheduled to work not less than four (4) hours of
27 his/her work shift during the evening (swing) shift or night (graveyard) shift, shall receive one of the
28 following shift differentials for all scheduled hours worked during such shift.

1 Swing Shift: \$2.50 per hour

2 Graveyard Shift: \$3.75 per hour

3 Other employees will receive the swing shift differential for all hours worked after the normal
4 business hours of 5:00 p.m. Shift differential pay does not apply to employees on alternate schedules
5 as provided in Article 13.4.

6 The above differential shall be considered part of the nurse's regular rate for purposes of
7 overtime pay calculations.

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

11 The swing shift period shall normally encompass the hours from 2:20 p.m. to 10:20 p.m. The
12 graveyard shift period shall normally encompass the hours from 10:20 p.m. to 06:20 a.m.

13 **Section 7.10 Hiring Above Step 1:** Full-time regular, part-time regular, temporary and term-
14 limited temporary nurses may be hired at any step of the salary range upon the approval of the Health
15 Department Director, based upon the nurses' previous relevant nursing experience.

16 **Section 7.10.1 Notice of Step Placement:** On the nurse's date of hire, each nurse shall be
17 provided a written statement from the hiring supervisor clearly indicating: 1) the step and wage rate
18 that is being proposed for the nurse; 2) that the proposed step/wage rate is contingent upon receipt of
19 final approval from the Department Director; 3) the potential wage rates that may be approved
20 depending upon the step ultimately granted; and 4) that, if the nurse begins working prior to the final
21 setting of his/her step/wage rate, the nurse will be paid at the base rate unless and until a higher
22 step/wage rate is approved at which time the difference in the nurse's pay shall be retroactively paid
23 to the nurse's date of hire.

24 **Section 7.10.2 Part-time and temporary (Per Diem/Intermittent Nurses):** The following
25 provisions apply to part-time and temporary employees who are appointed to regular career service
26 positions: A part-time and temporary (per diem/intermittent) employee who has worked for 1,044
27 hours without a break in service, will be evaluated and may be given credit for up to one-half (1/2) of
28 the required probationary period provided the per diem work is in the same classification, upon the

1 approval of the Department Director or designee. For example, in cases where a six (6) month
2 probationary period is required, a nurse may be given up to three (3) months credit toward the
3 completion of the probationary period. Part-time and temporary (per diem/intermittent) nurses who
4 are not provided credit towards completion of the probation period shall be provided a written
5 explanation for the justification therefore.

6 Part-time and temporary (per diem/intermittent) nurses who have worked at least 1,044 hours
7 without a break in service, shall be given six (6) months credit towards accrual of bargaining unit
8 seniority.

9 **Section 7.11 Assignment Rates:** All part-time and full-time regular and part-time and
10 temporary (per diem) and term-limited temporary employees who are assigned to work in
11 Correctional Health and Rehabilitation Services (CHARS) facilities will be paid the CHARS
12 assignment rate of fifteen (15) percent per hour above the general assignment rate. The applicable
13 general assignment and CHARS assignment rates for each job classification are as listed in
14 Addendum A.

15 The CHARS rate is a "base" or "regular" rate of pay for this assignment and is included in the
16 computation for overtime and is payable for paid leave and holiday pay.

17 **Section 7.12 Weekend Premium:** A weekend premium shall be paid for all regular hours of
18 work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of
19 work of employees, including part-time and temporary per diem employees, regularly scheduled to
20 work beginning with the night shift on Friday and through swing shift on Sunday.

21 **Section 7.13 Preceptor Assignments:** Nurses assigned as preceptors shall be paid fifty (50)
22 cents per hour more than their normal hourly rate for a maximum of forty (40) hours per each such
23 assignment and in accordance with Article 15.5. This premium pay shall only be due for hours
24 actually worked and not for paid leave benefits.

25 **Section 7.14 Salary Step Placement for Transfer:** Employees who transfer within the same
26 job classification from a CHARS to a general assignment or vice versa shall remain at the same salary
27 step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the CHARS
28 schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

1 **Section 7.15 Salary Step Placement for Promotion:** An employee who attains a higher level
2 title through a promotional, competitive process shall be placed at the pay step in the higher salary
3 range resulting in an increase of no less than 3.8%, provided that such placement shall never exceed
4 the maximum step established for the higher paying title. All hours worked in a higher classification,
5 as provided in Article 14.1, will be paid as for a promotion.

6 When promotional movement between job titles also involves a movement to or from, a
7 CHARS and a general assignment, salary step placement shall first be determined per Section 7.14
8 (Transfer) in the current title prior to determining the appropriate promotional salary step placement.
9 This section applies to promotional transfers between titles of this bargaining unit as well as
10 promotional transfers to titles in the Association-represented, Supervisory bargaining unit.

11 **Section 7.16 Lead Pay:** A lead nurse has assigned leadership responsibilities in addition to
12 providing direct patient care services. Nurses who are assigned Lead Nurse shall receive a five (5)
13 percent premium over the nurse's base rate of pay. There will be a good faith effort to balance the
14 Lead Nurse's additional responsibilities with the nurse's direct patient care assignments. Lead Nurse
15 designations may be revoked at any time with an explanation to the affected nurse.

16 Nurses who feel they should receive the Lead Nurse premium may submit a request to their
17 immediate supervisor that their responsibilities be reviewed to determine whether they should receive
18 the Lead Nurse designation. If the designation is not made following the review and the nurse
19 continues to believe his/her responsibilities warrant a Lead Nurse designation, the nurse may access
20 the grievance procedure through Step 4.

1 **ARTICLE 8: VACATIONS**

2 **Section 8.1 Credited Hours for Accrual:** Annual vacations with pay shall be granted to
3 eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as
4 shown on the payroll, but not to exceed eighty-seven (87) hours per pay period.

5 **Section 8.2 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. Up to one
7 hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as
8 service for purposes of computing vacation.

9 **Section 8.3 Accrual Rates:** The vacation accrual rate shall be determined in accordance with
10 the rates set forth below:

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
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

28 Vacation accruals are based on compensated hours; vacation accruals are added to each

1 paycheck and placement on Vacation Schedule is effective the first month following adoption of the
2 Agreement by County Council.

3 **Section 8.4 Accumulation and Use of Vacation:** Eligible employees shall accumulate
4 vacation from the date of entering Health Department service and may use accumulated vacation with
5 pay after six (6) months on regular pay status with Health Department approval.

6 **Section 8.5 Maximum Accrual:**

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

11 b. Exceptions to Section 8.5(a) can be made only when the Health Department cancels
12 an employee's previously scheduled vacation which has been approved by the Health Director. The
13 exception cannot be continued for more than three (3) months.

14 **Section 8.6 Cashout Limit Upon Retirement:** Employees who are eligible for participation
15 in the Public Employees' Retirement System Plan I shall not be compensated for more than two
16 hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours accrued in
17 excess of two hundred forty (240) hours may be used prior to the employee's date of retirement or
18 such hours will be lost.

19 **Section 8.7 Minimum Vacation to be Used:** The minimum vacation allowance to be used by
20 an employee shall be one-half hour at the discretion of the employee's supervisor.

21 **Section 8.8 Vacation Upon Termination:** An employee who terminates employment for any
22 reason after more than six (6) months service shall be paid in a lump sum for any unused accrued
23 vacation. An employee's prior hours of service on Regular Pay Status will be reinstated if the
24 employee returns to work within a two year period if s/he resigned in good standing. Upon the death
25 of an employee in active service, such payment will be made to the estate of the deceased employee.

26 **Section 8.9 Vacation in Conjunction With Leave of Absence:** When an employee has
27 exhausted his/her sick leave balance, she/he has the option of using vacation for further leave in
28 excess of that leave already provided for in Article 10, Sick Leave and Leaves of Absence, Section

1 6, Family and Medical Leave, with approval of the Division Manager/Correctional Health and
2 Rehabilitation Services Administrator.

3 In all other instances, employees must use all accrued vacation prior to beginning a leave of
4 absence unless an exception is approved by the Division Manager/CHARS Administrator.

5 **Section 8.10 Department's Responsibility to Set Vacation Schedules:** The Department head
6 shall arrange vacation time for employees on such schedules as will least interfere with the functions
7 of the department. Copies of Vacation scheduling policies developed by the Department overall or
8 within each work unit will be provided to the Association. New or revised policies will be
9 implemented within thirty (30) days of notice unless discussion is requested by the Association.

10 **Section 8.11 Vacation Donation:** Employees covered by this Agreement shall be eligible for
11 the vacation donation program as provided in KCC 3.12.223 and the King County Personnel
12 Guidelines.

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1 **ARTICLE 9: HOLIDAYS**

2 **Section 9.1 *Holidays Observed:*** The following days or days in lieu thereof shall be
3 recognized as legal holidays without salary deduction:

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

17

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

21 **Section 9.1.1 *CHARS Staff:*** Correctional Health and Rehabilitation Services staff, other
22 than those scheduled to work Mondays through Fridays, shall observe holidays on the actual calendar
23 day as provided above to begin at ten-twenty in the evening (10:20 p.m.) on the day preceding the
24 calendar holiday and ending at ten-twenty in the evening (10:20 p.m.) on the day of the holiday. A
25 regular employee shall receive holiday pay pursuant to Section 9.3 below if four (4) or more hours of
26 the shift fall within the above time periods.

27 **Section 9.1.2 *Alternate Work Week Schedules:*** Employees scheduled to work an alternative
28 work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours

1 per year. Part-time regular and full time regular employees and employees working alternative work
2 weeks whose work sites close on a designated holiday will be allowed to use accrued but unused time
3 off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the
4 Supervisor, the employee shall be allowed to work to make up the hours. Leave without pay will be
5 authorized if the employee does not request a different option in advance. In no event will the
6 rescheduling of hours in this manner be allowed if the resulting hours of work will result in overtime
7 pay. When a holiday falls on an employee's regularly scheduled day off, the employee will have the
8 option of receiving the holiday pay at the straight-time rate in the same pay period or of scheduling an
9 alternate paid day off within thirty (30) days after the actual holiday. To be eligible for an alternate
10 day off, the employee must request it in advance of the holiday.

11 **Section 9.2 *Qualifications for Holiday Pay:*** To qualify for holiday pay, employees covered
12 by this Agreement must have been on pay status their normal work day before or their normal work
13 day following the holiday; provided, however, employees returning from non-pay leave starting work
14 the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
15 This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of
16 absence requested by the Department.

17 **Section 9.3 *Holiday Premium Pay:*** Employees who work on a holiday shall be paid for the
18 holiday at their regular rate of pay and, in addition, they shall receive either one and one half (1-1/2)
19 times their regular rate of pay for the hours worked or one and one-half (1-1/2) times the hours
20 worked (compensatory time) to be taken off at another date.

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

23 **Section 9.4 *Personal Holidays:*** Regular employees, provisional employees, probationary
24 employees, and term limited temporary are granted two personal holidays each year. The hours
25 granted to less than full-time employees will be prorated to in accordance with Article 9.5. One day
26 is credited to the employee's vacation leave balance on the first of October; the second holiday is
27 credited on the first of November. Personal Holidays shall be administered through the vacation plan
28 and can be used in the same manner as any earned vacation day.

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

5 **Section 9.5 Part-time Employees:** Holiday time for part-time nurses will be provided on a
6 pro-rated basis. The straight time hours compensated in the pay period preceding the pay period of
7 the holiday shall be compared to the compensated hours in the period for a full-time position. The
8 resulting factor shall be multiplied by eight (8) hours to determine the amount of holiday time off due
9 to the part-time employee.

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

2 **Section 10.1 *Accrual Rate and Usage:*** A uniform plan for sick leave with pay shall be
3 granted to eligible Health Department employees, and administered according to Health Department
4 policies and procedures. Sick leave credit shall accumulate at the rate of .046 hours for each hour on
5 regular pay status as shown on the payroll, but not more than forty (40) hours per week. New
6 employees will accrue sick leave on an hourly basis to begin the first of the month following the date
7 of employment. Sick leave credit may be used for bona fide cases of:

- 8 a. Illness or injury which has incapacitated the employee from performing regular
9 duties.
- 10 b. Disability due to pregnancy and/or childbirth.
- 11 c. Medical or dental appointments.
- 12 d. Care for the employee's child under the age of eighteen who has a health condition
13 that requires medical treatment or supervision.

14 Up to three (3) days of sick leave per agreement year may be taken with the approval of the
15 employee's supervisor and/or department head when it is necessary that the employee be off work in
16 the event of a serious illness or accident in the immediate family. The immediate family is limited to
17 children, parents or legal spouse of the employee or domestic partner.

18 e. Up to three (3) days of sick leave per agreement year may be taken with the
19 approval of the employee's supervisor and/or Department head when it is necessary that the employee
20 be off work in the event of a serious illness or accident in the immediate family. The immediate
21 family is limited to children, parents or legal spouse of the employee or domestic partner.

22 f. Eligible employees may use accrued sick leave to care for other family members as
23 provided by the King County Family and Medical Leave Ordinance (KCC 3.12.220).

24 **Section 10.2 *Disciplinary Action for Abuse of Sick Leave:*** Abuse of sick leave shall be
25 grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated.

26 **Section 10.3 *Reimbursement Upon Retirement or Death:*** Upon retirement with at least five
27 years of County service, thirty-five (35) percent (35%) of an employee's unused sick leave credit
28 accumulation can be applied to the payment of health care premiums, or to a cash payment at the

1 straight time rate of pay of such employee in effect on the day prior to his retirement. Upon the death
2 of an employee with at least five years of County service, thirty-five percent (35%) of such
3 employee's accumulated sick leave credits shall be paid to his/her estate.

4 Termination of an employee's continuous service, except by reason of temporary layoff due to
5 lack of work or funds, shall cancel all sick leave accrued at the time of such termination. Should an
6 employee resign in good standing and return to employment within two (2) years, all accrued sick
7 leave will be restored.

8 **Section 10.4 Wellness Incentive:** Employees within the bargaining unit who, in a calendar
9 year ending on December 15, use less than thirty-three (33) hours of sick leave may convert sixteen
10 (16) hours of unused, accrued sick leave to two vacation days to be used in the next calendar year.

11 **Section 10.5 Leaves of Absence:** An unconditional leave of absence without pay for a period
12 not exceeding sixty (60) consecutive days may be granted by the Health Department Director.

13 A request for a leave of absence longer than sixty (60) days bearing the favorable
14 recommendation of the Health Department Director may be granted by the Director of OHRM.

15 No employee shall be given leave to take a position outside the Employer's service for more
16 than sixty (60) days in any calendar year, except where it appears in the best interests of the
17 Employer.

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

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

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

26 **Section 10.6 Family and Medical Leave:** Up to eighteen weeks of unpaid leave will be
27 granted in a rolling twelve (12) month period (a rolling twelve (12) month period as measured
28 backwards from the date an employee starts Family and Medical Leave). Family and Medical Leave

1 benefits shall be as provided in the King County Family and Medical Leave Ordinance (KCC
2 3.12.220 and Personnel Guidelines 14.4.5) and administered in accordance with the King County
3 Personnel Guidelines. The County agrees to maintain existing Family and Medical Leave benefits
4 during the term of this Agreement.

5 The employing Department will maintain its contribution for health benefits for the employee
6 during the period of family and medical leave.

7 **Section 10.6.1 Sick Leave Donation:** Employees covered by this Agreement are eligible for
8 the sick leave donation program provided in KCC 3.12.223 and the King County Personnel
9 Guidelines.

10 **Section 10.7 Military Leave:** Pursuant to RCW 38.40.060 Military leaves for public
11 employees:

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

22 (1957 c 236 s 1.)

23 **Section 10.8 Jury Duty:** An employee working on other than a part time or temporary (per
24 diem) basis shall suffer no monetary loss while on jury duty. The amount of any compensation
25 derived from jury duty during the employee's normal work schedule, except for transportation
26 allowance, shall be deducted from the gross pay due the employee for such period; provided that an
27 employee excused by the court on any day of such duty falling within his normal work schedule shall
28 notify his supervisor and if so directed report for work for the balance of his normal shift.

1 **Section 10.9 Required Court Appearance:** An employee who is subpoenaed to appear in
2 court on work related business shall be paid as if working for all time spent in court or in preparation
3 for such appearance as approved by the Department, including reasonable travel time to and from the
4 work site during the employee's work shift.

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

2 **Section 12.1 *Continuation of the Plan:*** Medical/Dental and Life Insurance benefits shall be
3 as negotiated through the County Insurance Committee which negotiates with collective bargaining
4 representatives of County employees as a group.

5 **Section 12.2 *Benefit Eligibility:*** Full-time regular, part-time regular, provisional, probationary
6 and term-limited temporary employees shall be eligible for receipt of all benefits under the County's
7 medical, dental, vision and life insurance programs as determined by the County Insurance
8 Committee.

9 **Section 12.3 *Plan Changes:*** In the event the County Insurance Committee negotiates a
10 change in medical, dental, vision or life insurance plans which result in a decrease in benefits or
11 increase in costs for nurses, the County will meet to discuss the impact of the changes.

12 **Section 12.4 *Industrial Insurance:*** Employees covered by this agreement shall be covered
13 by the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.

1 **ARTICLE 13: HOURS OF WORK AND OVERTIME**

2 **Section 13.1 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 13.2 Work Week:** The basic work week shall begin at 12:00 a.m. Sunday and end at
5 11:59 p.m. Saturday. Any shift which begins before 12:00 a.m. Sunday will be considered entirely
6 within the work week in which the shift begins. Other seven day work week beginning and ending
7 times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule).
8 Copies of schedules and alternative work week designations shall be provided to the Department
9 Administrative Services Manager who shall forward copies to the Association and to Labor Relations
10 of the Office of Human Resources Management.

11 **Section 13.2.1 "Flexing a schedule"** means that on a day-to-day basis the employee may
12 request or agree to a revision in the schedule of work hours, working more hours than scheduled on
13 one day and less on another day during the same work week. Upon mutual agreement between the
14 employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours
15 worked in excess of forty (40) in a work week.

16 **Section 13.3 Overtime:** Except as provided in Section 13.2 above, for regular full-time and
17 regular part-time employees, all work performed over forty (40) hours in any one (1) work week or
18 over eight (8) hours in one (1) work day or over ten (10) hours per day depending on the employee's
19 regular schedule, shall be considered as overtime and shall be paid for at the overtime rate of one and
20 one-half (1-1/2) times the regular rate of pay provided that overtime work is authorized by the
21 employee's supervisor. For part time and temporary (per diem) employees, overtime pay shall be due
22 for all hours worked over forty (40) in any one seven (7) day work week. The Department will make
23 a good faith effort to minimize the use of overtime.

24 **Section 13.3.1 Compensatory Time:** Overtime may be compensated by compensatory time
25 off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee
26 requests compensatory time accrual in advance and the supervisor approves. Employees may not
27 have a balance of more than forty (40) hours of compensatory time. All compensatory time not used
28 by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work

1 demands of the position, the employee may request and the Division Manager may approve the
2 carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory time
3 accrual will be approved for the last pay period of a calendar year (December 16 through December
4 31). Use of compensatory time off must be approved in advance as for vacation leave.

5 **Section 13.4 Alternate Work Schedules:** An alternative work schedule is defined as any
6 schedule of hours of work other than the traditional five eight-hour days within a seven-day work
7 week. Examples of alternative work schedules include but are not limited to:

8 4 - 10 hour work days

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

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

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

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

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

19 d. Holidays shall be granted in accordance with Article 9 of this Agreement.

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

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

25 **Section 13.5 Standby/Callback/Clinical Call:** Whenever an employee covered by this
26 agreement is placed on standby duty by the Health Department, the employee shall be available at a
27 pre-designated location to respond to emergency calls and, when necessary, return immediately to
28 work. The Health Department will first seek volunteers for nurses to be on standby. If not enough

1 volunteers are available, the Department will utilize a system providing appropriate consideration for
2 seniority to be developed by a staffing committee for each site regularly utilizing standby to fill gaps
3 in the standby schedule. Employees who are placed on standby duty by the Health Department shall
4 be paid at the rate of ten percent (10%) of the straight time hourly rate of pay listed in Addendum A
5 for all hours assigned. The Department reserves the right to determine the standby assignments.

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

9 Phone calls received by nurses on standby which do not result in the need to return to work
10 shall be logged and paid for at time and one-half for actual hours worked with a five (5) minute
11 minimum. It is understood that phone calls while on standby do not constitute a callback.

12 Nurse Practitioner Clinical Call: Nurse practitioners placed on Clinical Call shall be paid at
13 the rate of twelve (12) percent of the straight time hourly rate of pay listed in Addendum A for all
14 hours on Clinical Call. Telephone calls received by nurse practitioners on Clinical Call shall be
15 logged and paid for at time and one-half (1-1/2) for all hours worked with a five (5) minute minimum.
16 The Department reserves the right to determine the Clinical Call assignments.

17 In lieu of the Standby/Callback/Clinical Call pay as provided herein, an employee may choose
18 compensatory time equivalent to such pay.

19 **Section 13.6 Schedule Changes:**

20 **Section 13.6.1 Non-Jail Schedules:** The Department recognizes the need to give employees
21 timely notice of schedules and schedule changes. To that end, the Department shall make reasonable
22 efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.
23 Prior to changing an employee's regularly scheduled day off, the supervisor shall first contact the
24 employee to discuss said change.

25 Once the final schedule has been posted, any change by the Department to the employee's
26 schedule with less than twenty-four (24) hours notice, shall be by mutual consent. Both parties
27 acknowledge that a change of duties or an overtime assignment does not constitute a schedule change.
28 If the Employer deems it necessary to establish work schedules other than a Monday through Friday

1 schedule, or other than forty (40) hours per week in the non-jail facilities, the Employer shall notify
2 the Association and bargain any impact such a change may have on the unit's wages, hours and
3 working conditions.

4 **Section 13.6.2 Jail Schedules:** The Department recognizes the need to give employees
5 timely notice of schedules and schedule changes. To that end, the Department shall make reasonable
6 efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.
7 Major schedule changes affecting the majority of nurses in the Jail Health Clinic will be negotiated
8 with the Association prior to implementation if the planned schedule varies from current contract
9 language.

10 Prior to changing an employee's regular scheduled pattern, the supervisor shall first contact
11 the employee to discuss said change. The Department reserves the right to make temporary changes
12 to the schedule to ensure the staffing of the facility in cases of emergency (i.e., immediate vacancies,
13 medical leave coverage, unanticipated absence of a scheduled nurse). Prior to changing the schedule,
14 the employer will seek volunteers and utilize available per diem/intermittent staff. Once the final
15 schedule has been posted, any change by the Department to the employee's schedule with less than
16 twenty-four (24) hours notice, shall be by mutual consent. Both parties acknowledge that a change of
17 duties or an overtime assignment does not constitute a schedule change.

18 In the event of wide-scale changes in scheduling patterns at the jail, available patterns will be
19 posted for bidding at the Jail Health Services (JHS) site for at least fourteen (14) calendar days.
20 Nurses at the JHS site shall have the opportunity to bid, based on seniority in the site and FTE level,
21 for the shift and days off/on pattern. When individual scheduling patterns become available, the
22 pattern will be posted for at least fourteen (14) days. When patterns become available, irrespective of
23 whether it is wide-scale or a single pattern, schedules may be temporarily filled pending the outcome
24 of the bidding process. Implementation date of the newly assigned pattern will be by mutual consent
25 of impacted employee and supervisor.

26 **Section 13.7 Negotiations:** The Department will provide paid release time for 2 employee
27 representatives in negotiations.

28 **Section 13.8 Consecutive Weekend Work/Shift Rotation:** The Department and the

1 Association agree that bargaining unit employees have a legitimate interest in limiting and/or
2 eliminating the practice of mandating the regular rotation of employee's work shifts (i.e., days to
3 evenings and back to days, on a rotating basis). It is further recognized that bargaining unit
4 employees have a legitimate interest in limiting the amount of consecutive weekend work required of
5 employees. To this end, the Department agrees to the following:

6 1. A "scheduling committee" shall continue to meet at least monthly at affected jail
7 sites for the purpose of exploring the use of alternative staffing patterns that would reduce and/or
8 eliminate the need to rotate shifts and would enhance the ability to allow nurses to work a schedule
9 providing for every other weekend off; and

10 2. If regular nurses are regularly required to work outside their specific budgeted FTE
11 (80 hrs/2 week = 1.0 FTE, *within .2 FTE of the position held by the impacted employee*), the
12 Association may request that the position be reviewed to determine whether it is feasible to increase
13 or decrease the position's FTE. If such change is jointly determined, the Department Director shall
14 make a request to the Budget Office.

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

2 **Section 14.1 *Payment for Work in a Higher Classification:*** Whenever an employee is
3 assigned by proper authority to perform all the duties and accept all of the responsibility of an
4 employee at a higher paid classification for a period of four (4) consecutive hours or longer, he/she
5 shall be paid at the rate established for such classification while performing such duties and accepting
6 such responsibility. Proper authority shall be a supervisory employee in the line of organization
7 outside of the bargaining unit, and if his position is to be filled, proper authority shall be his/her
8 supervisor. Salary step placement for work in a higher classification shall be determined in
9 accordance with Article 7.15.

10 **Section 14.2 *Temporary Work in a Lower Classification:*** If an employee is assigned to
11 work temporarily in a lower level job classification, the employee shall be paid at his/her regular rate
12 of pay.

13 **Section 14.3 *Regular Work in a Lower Classification:*** If an employee works in a lower
14 level job classification on a regular basis, at his or her request or in lieu of a layoff, the employee will
15 be paid at his/her same step in the salary range of the lower job class.

1 **ARTICLE 15: CONFERENCE COMMITTEES**

2 **Section 15.1 Local Conference Committees:** The Health Department jointly with the elected
3 representative of the employees covered by Addendum A of this Agreement shall establish a Local
4 Conference Committee at each work site to assist with mutual problems regarding nursing personnel
5 and client care, and for the purpose of discussing and facilitating the resolution of all problems which
6 may arise between the parties other than those for which another procedure is provided by law or by
7 other provisions of this Agreement. The function of the committee shall be limited to an advisory
8 rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as
9 mutually agreed and operate according to mutually agreed ground rules. The Committee shall consist
10 of three representatives of administration and three representatives of the employees (one of whom
11 may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as
12 needed depending on the issues to be discussed. A local conference committee may refer subjects to
13 the Executive Conference Committee.

14 **Section 15.2 Executive Conference Committee:** An Executive Conference Committee is
15 established for issues affecting the Department or bargaining unit as a whole, except for matters for
16 which another procedure is provided by law or other provisions of this Agreement. The Executive
17 Conference Committee shall consist of equal numbers of representatives of administration and the
18 Association. Association representatives shall be the elected officers of the bargaining unit.
19 The Executive Conference Committee shall operate according to mutually agreed ground rules. The
20 function of the committee shall be limited to an advisory rather than a decision-making capacity.

21 **Section 15.3 Nursing Practice Committee:** The parties agree to establish and maintain a
22 Nursing Practice Committee. The Committee shall consist of three Association members and three
23 representatives of the Department. The Association shall designate the Committee chair. The
24 purpose of the Committee shall be to develop recommendations to the Executive Conference
25 Committee and the Department on issues of nursing practice and client care. The Committee shall
26 meet during the month prior to the scheduled Executive Conference Committee meeting. The
27 Nursing Practice Committee Report shall be a standing agenda item for the Executive Conference
28 Committee.

1 **Section 15.4 Conference Committee Operations:** The parties agree that the ground rules of
2 the Executive Conference Committee and Nursing Practice Committee will include provisions for
3 recording and distributing meeting minutes.

4 Association representatives to the Conference Committees and Nursing Practice Committee
5 shall be provided release time with pay to attend meetings.

6 **Section 15.5 Preceptor Program:** The parties agree to include the preceptor program as an
7 agenda item for the Executive Conference Committee at the first meeting after the effective date of
8 this Agreement.

9 **Section 15.5.1** A Preceptor is a Registered Nurse, Public Health Nurse, or Advanced
10 Registered Nurse Practitioner with at least one year of continuous relevant experience who is
11 assigned specific responsibility for planning organizing, teaching, and evaluating the new skill
12 development of a student intern or nurse employed by the Department who is participating in a
13 specific Preceptor Program. Inherent in the Preceptor role is the responsibility for specific, criteria-
14 based, and goal directed education for a defined time period.

15 **Section 15.5.2** A Preceptor may or may not be a Lead Nurse. It is understood that nurses in
16 the ordinary course of their responsibilities will be expected to participate in the general orientation
17 process of new nurses without receiving Preceptor pay. This includes providing information, support
18 and guidance to new nurses in the Department.

1 **ARTICLE 16: STAFF DEVELOPMENT**

2 **Section 16.1 *Staff Development:***

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

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

8 b. The orientation program for nurses transferring to a position requiring significantly
9 different duties and/or skills.

10 c. In service meetings, including development of programs; status of programs offered
11 and level of participation.

12 **Section 16.2 *Continuing Education Time:*** The Health Department and the Association
13 agree continuous upgrading of employees skills and knowledge is beneficial to providing quality
14 health care services to the public. Therefore employees covered by this Agreement are encouraged to
15 take advantage of opportunities available for continuing education. To this end, it shall be a policy of
16 the Health Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours) and ARNPs
17 five (5) days (40 hours) of paid leave annually for purposes of attending seminars and classes to earn
18 continuing education outside of the Health Department. Other paid leave for this purpose and in-
19 house educational programs shall be at the discretion of the Department Head. All such leave shall
20 first be scheduled and approved by the employee's supervisor. For this purpose, part-time employees
21 shall be due a prorated amount. The proration shall be determined based on the hours worked in the
22 preceding calendar year divided by the hours scheduled for a full-time position during the same time
23 period.

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

2 **Section 17.1 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 compensated hours, up to a cap of 2080 hours for each consecutive 12-month
6 period. If two employees have equal seniority, seniority shall be determined by the adjusted service
7 date reflecting the employee's date of hire into a King County regular career-service position.

8 b. **Layoff** is the involuntary termination of employment or reduction of work hours
9 due to reduction in force.

10 c. **Classification (also Job Class or Job Classification)** is a group of positions that
11 are sufficiently similar in their duties, responsibilities and authority that the same descriptive title may
12 be used to designate each position allocated to the class. The classifications covered by this
13 Agreement are listed in Addendum A.

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

17 e. **Employment Sector** means the locality of the assigned work site of the employee
18 subject to layoff:

19
20 **Correctional Health and Rehabilitation Services (CHARS) Sector; Sites include:**

21 Downtown Seattle Jail (including NRF)

22 Regional Justice Center Jail

23 Cedar Hills Alcoholism Treatment Center

24 **North Sector; Includes sites north of I-90, plus Columbia. Major sites in North Sector include:**

25 North

26 Northshore

27 Eastgate

28 Downtown Seattle

1 First Hill

2 Harborview Medical Center

3 Columbia

4 **South Sector;** Includes sites south of I-90. Major sites in South Sector include:

5 Renton

6 Kent

7 Federal Way

8 Auburn

9 Roxbury

10 White Center

11 **Section 17.2** When the Department determines there is a need to reduce the workforce, the
12 Department shall identify by job class and work site which positions(s) are to be eliminated.

13 **Section 17.3** An incumbent employee in a position to be eliminated or reduced shall be
14 notified at least thirty calendar days prior to the effective date. The notice will include information
15 about the options provided in this Section. A copy of the notice will be provided to the Association.
16 The employee shall be allowed fourteen calendar days to elect one of the following options:

17 a. The employee may be placed in a vacant position within the bargaining unit for
18 which the employee is qualified. The Department must offer a vacant bargaining unit position to a
19 qualified employee subject to layoff, if the position is the same classification as the position from
20 which the employee is laid off, and if the Department intends to fill the position. The Department
21 will inform the employee of all known, available vacant positions that the Department intends to fill.

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

25 c. The employee may displace (bump) the least senior employee in the same job class
26 within the same Employment Sector, provided the employee is qualified for the position and has more
27 seniority than the incumbent employee. A Nurse Practitioner without prescriptive authority shall not
28 bump a Nurse Practitioner with prescriptive authority.

1 d. An employee may bump the least senior employee in a bargaining unit
2 classification within the same Employment Sector with a lower salary range, provided the employee
3 is qualified for the lower-paid position and has more seniority than the incumbent employee, if there
4 is no other employee with less seniority in the job class of the employee to be laid off.

5 e. An employee may choose to be laid off rather than exercising the options above, if
6 the only options available would result in a reduction of work hours or placement in a lower-paying
7 classification.

8 **Section 17.4** When the Department determines to eliminate or reduce multiple positions, the
9 incumbents in the positions to be eliminated or reduced shall be notified at least thirty calendar days
10 prior to the effective date. The notice will include information about the options provided in Section
11 3 of this Article. A copy of the notice will be provided to the Association. The employees shall be
12 allowed fourteen calendar days to select their options under Section 3 above using the following
13 procedure:

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

15 b. Option choices will be allocated in order of seniority, the most senior employee
16 having priority; provided, however, bumping choices will be allocated according to c. below, and
17 vacant positions will be allocated according to e. below:

18 c. It is the intent for bumping to proceed in reverse seniority order; that is, the least
19 senior employee within the Employment Sector will be displaced first. No employee may be bumped
20 ahead of the least senior employee in the Employment Sector in the same job classification. The
21 Department will provide employees subject to layoff with a list of positions held by the lowest-
22 seniority employees within the employees' job classification and Employment Sector; the number of
23 such positions will be equal to the number of positions to be eliminated in that job classification and
24 Employment Sector. An employee may designate as an option a position from this list which is not
25 held by the least senior employee; however, the option will not be available unless the lower-seniority
26 employee(s) on the list is (are) displaced.

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

1 qualifications.

2 e. If two or more employees select the same vacant position, the position will be
3 offered to the employee within the same Employment Sector; however, if the employees both work
4 within the same Employment Sector, the position will be offered to the most senior employee. An
5 employee may choose to be laid off if the only options available would result in a reduction of work
6 hours or placement in a lower-paying position.

7 **Section 17.5** Once the employee has selected an option, the selection may not be changed
8 except by approval of the Department Director or designee.

9 **Section 17.6** The Chief of Nursing Services shall determine which positions an employee
10 subject to layoff is qualified to select as an option, according to the definition in Section 1.d. of this
11 Article. This decision shall be final. The determination whether an employee is qualified will
12 assume an appropriate orientation to the new position.

13 **Section 17.7** Employees who transfer or bump into a position due to a layoff shall not serve a
14 probation period; however, if an employee from another Sector transfers into a position in the
15 CHARS Sector, the employee will serve a six-month trial service period. In the event the employee
16 does not successfully complete trial service, the employee will be afforded the layoff options
17 provided under Sections 3.a., 3.b. and 3.e. of this Article.

18 **Section 17.8** Employees who are laid off or placed in a position with reduced hours as a
19 result of the layoff procedures in this Article shall be placed on a recall list for a period of two years
20 from the date of layoff or reduction of hours. Employees shall be recalled to openings in the
21 classification from which laid off in seniority order, the most senior to be recalled first. Refusal of a
22 job offer may be grounds for removal from the recall list, except that an employee may refuse a
23 position that is less than full-time if the employee had a full-time position at the time of layoff or
24 reduction. The Department will offer positions to qualified and available employees on the recall list
25 before making any offers to persons outside the Department.

26 **Section 17.9** The Department and/or OHRM may offer additional layoff options.

27 **Section 17.10** Any career service employee covered by this Agreement who separates from a
28 career service bargaining unit position in good standing, and returns to a career service bargaining

1 unit position within two years of separation, will be credited with previously accrued bargaining unit
2 seniority.

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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.

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1 **ARTICLE 19: WAIVER CLAUSE**

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

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1 **ARTICLE 20: SAFETY STANDARDS**

2 **Section 20.1 *Safe Working Conditions:*** Safe working conditions shall be provided in
3 compliance with the Washington Industrial Safety and Health Act (WISHA):

4 **Section 20.2 *WISHA Standards:*** All work shall be performed in a competent manner in
5 accordance with the Washington Industrial Safety and Health Act (WISHA).

6 **Section 20.3 *Protective Clothing and Equipment:*** Protective devices, protective equipment
7 and protective clothing when required by the employer, laws or regulations, will be furnished to and
8 used by the employees.

9 **Section 20.4 *Safety Meetings:*** At least one designated representative of the bargaining unit
10 will be allowed time off with pay to attend departmental safety meetings. The employee will notify
11 his/her supervisor in advance of such meeting so as to minimize conflict with regularly assigned
12 duties.

13 **Section 20.5 *Employees Must Comply with Safety Rules:*** At the direction of the Employer,
14 it shall be the duty of every employee covered by this Agreement to comply with established safety
15 rules, promote safety and to assist in the prevention of accidents.

16 **Section 20.6 *Employee Participation in Safety Program:*** All employees covered by this
17 Agreement are expected to participate and cooperate in the Employer's Safety Program.

18 **Section 20.7 *Internal Resolution of Safety Concerns:*** Employees shall present unresolved
19 safety issues to the Employer's Safety Committee prior to presenting same to an outside agency
20 empowered with upholding the state WISHA law.

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1 **ARTICLE 21: DEFINITIONS**

2 **Section 21.1 "Career service employee"** means a county employee appointed to a career
3 service position as a result of the selection procedure provided for in King County Code, Chapter 3,
4 as amended, and who has completed the probationary period.

5 **Section 21.2 "Career service position"** means all positions in the county service except for those
6 which are designated by Section 550 of the charter as follows: All elected officers; the county auditor, the
7 clerk and all other employees of the county council; the county administrative officer; the chief officer of
8 each executive department and administrative office; the members of all boards and commissions;
9 administrative assistants for the executive and one administrative assistant each for the county
10 administrative officer, the county auditor, the county assessor, the chief officer of each executive
11 department and administrative office and for each board and commission; a chief deputy for the county
12 assessor; one confidential secretary each for the executive, the chief officer of each executive department
13 and administrative office, and for each administrative assistant specified herein; all employees of those
14 officers who are exempted from the provisions of this chapter by the state constitution; persons employed
15 in a professional or scientific capacity to conduct a special inquiry, investigation or examination; part-time
16 and temporary employees; administrative interns; election precinct officials; all persons serving the county
17 without compensation; physicians; surgeons; dentists; medical interns; and student nurses and inmates
18 employed by county hospitals, tuberculosis sanitariums and health departments of the county.

19 Divisions in executive departments and administrative offices as determined by the county
20 council shall be considered to be executive departments for the purpose of determining the
21 applicability of Section 550 of the charter.

22 All part-time employees shall be exempted from career service membership except, effective
23 January 1, 1989, all part-time employees employed at least half time or more, as defined by ordinance,
24 shall be members of the career service.

25 **Section 21.3 "Employee"** means any person who is employed in a career service position or
26 exempt position.

27 **Section 21.4 "Employed at least half time or more"** means employed in a regular position
28 which has an established work schedule of not less than one-half the number of hours of the full-

1 time positions in the work unit in which the employee is assigned or when viewed on a calendar year
2 basis, 910 hours or more in a work unit in which a work week of more than thirty-five but less than
3 forty hours is standard or 1040 hours or more in a work unit in which a forty hour work week is
4 standard. If the standard work week hours within a work unit varies (for instance, employees working
5 both thirty five and forty hours), the director, in consultation with the department, will be responsible
6 for determining what hour threshold will apply

7 **Section 21.5 “Full-time regular employee”** means an employee employed in a full-time
8 position and, for full-time career service positions, is not serving a probationary period.

9 **Section 21.6 “Full-time regular position”** means a regular position which has an established
10 work schedule of not less than thirty-five hours per week in those work units in which a thirty-five
11 hour week is standard, or of not less than forty hours per week in those work units in which a forty-
12 hour week is standard.

13 **Section 21.7 “Part-time employee (Per Diem/Intermittent)”** means an employee employed
14 in a part-time position. Under Section 550 of the charter, part-time employees are not members of the
15 career service.

16 **Section 21.8 “Part-time position (Per Diem/Intermittent)”** Means an other than a regular position
17 in which the part-time employee is employed less than half time, that is less than 910 hours in a calendar
18 year in a work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar
19 year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
20 chapter. Where the standard work week falls between thirty-five and forty hours, the director, in
21 consultation with the department, will be responsible for determining what hour threshold will apply. Part-
22 time position excludes administrative intern.

23 **Section 21.9 “Part-time regular employee”** means an employee employed in a part-time
24 regular position and, for part-time career service positions, is not serving a probationary period.
25 Under Section 550 of the charter, such part-time regular employees are members of the career service.

26 **Section 21.10 “Part-time regular position”** means a regular position in which the part-time
27 regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year
28 in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less

1 than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

2 **Section 21.11 “Position”** means a group of current duties and responsibilities assigned by
3 competent authority requiring the employment of one person.

4 **Section 21.12 “Probationary employee”** means an employee serving a probationary period in
5 a regular career service position. Probationary employees are temporary employees and excluded
6 from career service under Section 550 of the charter.

7 **Section 21.13 “Probationary period”** means a period of time constituting the final step in the
8 competitive screening process for career service or for promotion from one career service position to
9 another. An appointment to the career service, whether following successful completion of an initial
10 probationary period of county employment or a promotional probationary period, shall not be final
11 unless the employee successfully completes this probationary period.

12 **Section 21.14 “Provisional appointment”** means an appointment made in the absence of a
13 list of candidates certified as qualified by the director. Only the director may authorize a provisional
14 appointment. An appointment to this status is limited to six months.

15 **Section 21.15 “Provisional employee”** means an employee serving by provisional
16 appointment in a regular career service. Provisional employees are temporary employees and
17 excluded from career service under Section 550 of the charter.

18 **Section 21.16 “Regular position”** means a position established in the county budget and
19 identified within a budgetary unit’s authorized full time equivalent (FTE) level as set out in the budget
20 detail report.

21 **Section 21.17 “Temporary employee (Per Diem/Intermittent)”** means an employee
22 employed in a temporary position and, in addition, includes an employee serving a probationary
23 period or is under provisional appointment. Under Section 550 of the charter, temporary employees
24 are not members of the career service.

25 **Section 21.18 “Temporary position (Per Diem/Intermittent)”** means a position which is not
26 a regular position as defined in this chapter and excludes administrative intern. Temporary positions
27 include both term-limited temporary positions as defined in this chapter and short-term (normally less
28 than six months) temporary positions in which a temporary employee works less than 910 hours in a

1 calendar year in a work unit in which a thirty-five hour work week is standard or less than 1040 hours
2 in a calendar year in a work unit in which a forty-hour work week is standard, except as provided
3 elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours,
4 the director, in consultation with the department, will be responsible for determining what hour
5 threshold will apply.

6 **Section 21.19 “Term-limited temporary employee”** means a temporary employee who is
7 employed in a term-limited temporary position. Term-limited temporary employees are not members
8 of the career service. Term-limited temporary employees may not be employed in term-limited
9 temporary positions longer than three years beyond the date of hire, except that for grant-funded
10 projects, capital improvement projects, and information systems technology projects the maximum
11 period may be extended up to five years upon approval of the director. The director shall maintain a
12 current list of all term-limited temporary employees by department.

13 **Section 21.20 “Term-limited temporary position”** means a temporary position with work
14 related to a specific grant, capital improvement project, information systems technology project, or
15 other non-routine, substantial body of work, for a period greater than six months. In determining
16 whether a body of work is appropriate for a term-limited temporary position, the appointing authority
17 will consider the following:

18 **a. Grant-funded projects:** These positions will involve projects or activities that are
19 funded by special grants for a specific time or activity. These grants are not regularly available to or their
20 receipt predictable by the county.

21 **b. Information systems technology projects:** These positions will be needed to plan and
22 implement new information systems projects for the county. Term-limited temporary positions may not be
23 used for on-going maintenance of systems that have been implemented.

24 **c. Capital improvement projects:** These positions will involve the management of major
25 capital improvement projects. Term-limited temporary positions may not be used for on-going
26 management of buildings or facilities once they have been built.

27 **d. Miscellaneous projects:** Other significant and substantial bodies of work may be
28 appropriate for term-limited temporary positions. These bodies of work must be either non-routine

1 projects for the department, or related to the initiation or cessation of a county function, project, or
2 department.

3 **e. Seasonal positions:** These are positions with work for more than six consecutive
4 months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a
5 thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in which a
6 forty-hour work week is standard, that due to the nature of the work have predictable periods of inactivity
7 exceeding one month.

8 **f. Temporary placement in regular positions:** These are positions used to back fill
9 regular positions for six months or more due to a career service employee's absence such as extended
10 leave or assignment on any of the foregoing time-limited projects.

11 All appointments to term-limited temporary positions will be made by the appointing
12 authority in consultation with the director prior to the appointment of term-limited temporary
13 employees.

14 **Section 21.21 "Nurse Practitioner Clinical Call"** means using professional judgment and
15 expertise to advise other nursing staff on medical orders, medication management, and treatment
16 direction when other advanced health care providers are not available on site.

1 **ARTICLE 22: WORK STOPPAGES**

2 **Section 22.1 No Work Stoppages:** The Employer and the Association agree that the public
3 interest requires the efficient and uninterrupted performance of Health Department services and to
4 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During
5 the life of this Agreement, the Association or its members shall not cause or condone any work
6 stoppage, strike, slow down or other interference with Health Department functions by employees
7 under this Agreement, and should same occur, the Association agrees to take appropriate steps to end
8 such interference. Employees covered by this Agreement who engage in any of the foregoing actions
9 shall be subject to such disciplinary action as may be determined by the Employer; including but not
10 limited to the recovery of any financial losses suffered by the Employer.

11 **Section 22.2 Association's Responsibilities:** In the event, however, that there is a work
12 stoppage or any other interference with Health Department functions which is not authorized by the
13 Association, the Employer agrees that there shall be no liability on the part of the Association, its
14 officers or representatives; provided that in the event of such unauthorized action they first meet the
15 following conditions:

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

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

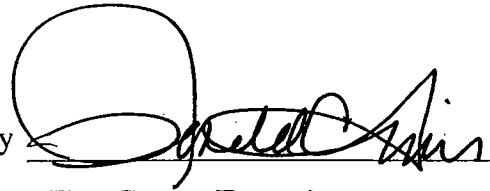
21 c. The Association shall not question the unqualified right of the Employer to
22 discipline or discharge employees engaging in or encouraging such action. It is understood that such
23 action on the part of the Employer shall be final and binding upon the Association and its members
24 and shall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

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1 **ARTICLE 23: TERM OF AGREEMENT**

2 This agreement shall become effective when ratified by the parties unless a different effective
3 date is specified, and covers the period of January 1, 2001 through December 31, 2003. Written
4 notice must be served by either party upon the other party of its intent to terminate or modify this
5 Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31, 2003.

7 APPROVED this 2 day of OCTOBER, 2001

9
10
11 By  _____
12 King County Executive

15 SIGNATORY ORGANIZATION:

17
18  0/30/01
19 WASHINGTON STATE NURSES ASSOCIATION

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