

December 19, 1991

INTRODUCED BY SULLIVAN / SIMS

PROPOSED NO. 91-941

ORDINANCE NO. **10204**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between the Seattle-King County Department of Public Health and the Washington State Nurses Association representing the Staff Nurses Unit, and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between the Seattle-King County Department of Public Health and the Washington State Nurses Association - Staff Nurses Unit, and attached hereto is hereby approved and adopted and by this reference made a part hereof, conditioned upon ratification by the Seattle City Council.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1991 through and including December 31, 1993.

INTRODUCED AND READ for the first time this 16th day of December, 1991.

PASSED this 23rd day of December 1991.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald A. Peters
Clerk of the Council

APPROVED this 6th day of January, 1992

Pat Steel for Tim Hill
King County Executive

AGREEMENT BETWEEN

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

These Articles constitute an Agreement, terms of which have been negotiated in good faith between the Seattle-King County Department of Public Health (hereinafter referred to as the Employer) and the Washington State Nurses Association (hereinafter referred to as the Association). This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington, and ratification by ordinance by the City of Seattle.

ARTICLE 1: PURPOSE

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

1 **ARTICLE 2: NON-DISCRIMINATION**

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

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

9 Section 3. **Avenue of Redress**: Complaints or charges under this Article shall be
10 pursued through appropriate equal employment opportunity agencies of the Federal,
11 County, City or State, rather than through the contract grievance procedures.

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

2 Section 1. **Bargaining Unit:** The Employer hereby recognizes the Association as
3 the exclusive collective bargaining representative for the purposes stated in Chapter 108,
4 Extra Session Laws of 1967 of the State of Washington, of all employees employed
5 within the bargaining unit defined by the classifications listed in Appendix A to this
6 Agreement. This shall include all regular full-time, regular part-time employees
7 (employees working 20 or more hours per week), and per diem employees. Should the
8 employer create a new non-management classification that requires an RN license, the
9 employer will notify the Association for the purposes of negotiating an appropriate wage
10 rate.

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

18 a. No employee shall be discriminated against for any lawful Association activity,
19 including serving on an Association committee or as local unit chairperson outside of
20 scheduled working hours.

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

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

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

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

15 Section 6. **Religious Exemptions:** Employees who are determined by the Public
16 Employment Relations Commission to satisfy the religious exemption requirements of
17 RCW 41.56.122 shall contribute an amount equivalent to regular union dues and
18 initiation fees to a non-religious charity or another charitable organization mutually
19 agreed upon by the employee affected and the bargaining representative to which such
20 employee would otherwise pay the regular monthly dues. The employee shall provide
21 the Association with a receipt as proof of payment to the non-religious charity.

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

3 Section 8. **Bargaining Unit Roster**: Annually, the Employer will, upon request,
4 provide to the Association a complete list of employees covered by this Agreement. The
5 list will include the name, address, telephone, status, job title and date of hire for each
6 employee. In addition, the Employer will provide a monthly payroll register update.
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1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

11 Section 2. Jurisdiction of Board of Nursing: The Employer recognizes that
12 each Registered Nurse in the bargaining unit is licensed to practice by the State of
13 Washington pursuant to RCW Chapter 18.88 and must practice in conformity with the
14 rules and regulations promulgated by the Washington State Board of Nursing which is
15 solely empowered by law to promulgate and interpret such rules and regulations.

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

1 **ARTICLE 5: GRIEVANCE PROCEDURE**

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

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

8 A grievance concerning the discipline or discharge of a non-probationary
9 employee may be presented through this grievance procedure; provided, however, an
10 employee covered by this agreement must, upon initiating objections relating to
11 disciplinary action, use either the contract grievance procedure contained herein (with the
12 Association processing the grievance) or pertinent procedures regarding disciplinary
13 appeals under the Health Department Personnel System including the Personnel Board.
14 Under no circumstances may an employee use both the contract grievance procedure and
15 the Personnel System procedure, including the Personnel Board, relative to the same
16 disciplinary action.

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

23 **Section 1. Definition.**

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

27 **Section 2. Process:**

1 Step 1. **Supervisor:** A grievance shall be presented in writing by the aggrieved
2 employee (and his/her selected representative if the employee wishes) within ten (10)
3 working days of the occurrence,, or the date the employee should have known of the
4 occurrence, of such grievance to the employee's immediate supervisor. The immediate
5 supervisor shall gain all relevant facts and after consulting with the District
6 Administrator/Manager shall attempt to adjust the matter and notify the employee in
7 writing within five (5) working days. If a grievance is not pursued to the next level
8 within ten (10) working days following receipt of the written response from the
9 immediate supervisor, it shall be presumed resolved.

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

18 Step 3. **Department Director:** If after receiving the Division Manager's written
19 decision to the grievance and the grievance has not been satisfactorily resolved, the
20 employee and his/her representative shall then present the grievance to the Department
21 Director. The Department Director, after investigation shall make a written decision
22 available to the aggrieved employee with a copy mailed to the Association within ten
23 (10) working days. If the grievance is not pursued to the next higher level within ten (10)
24 working days from the Association's receipt of the Department Director's written
25 decision, it shall be presumed resolved.

26 Step 4. **Director of Human Resources:** If after thorough evaluation, the
27 decision of the Department Director has not resolved the grievance to the satisfaction of
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1 the employee, the Association shall notify the Director of Human Resources . The
2 grievance shall then be presented to a committee comprised of one representative from
3 the Association, one representative from the Department and the Director of Human
4 Resources or his/her designee, who shall also act as Chair.

5 This committee shall convene a hearing within ten (10) working days following
6 notification by the association for the purpose of resolving the grievance. Both parties to
7 the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall
8 be closed for the purpose of maintaining confidentiality, unless otherwise mutually
9 agreed. The committee shall render a decision within five (5) working days of the
10 hearing.

11 Step 4. **Arbitration:**

12 Should this committee be unable to agree, or should the decision of the committee
13 not resolve the grievances to the satisfaction of the Association or the Employer, either
14 the Union or the Employer may request arbitration within thirty (30) days and must
15 specify:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Section 1. **Job Titles:** The job titles of employees covered under this Agreement
3 and the corresponding rates of pay are set forth in Appendix A which is attached hereto
4 and made a part of this Agreement. The rates listed in Appendix A reflect a 4% general
5 increase for all classifications effective January 1, 1991 and January 1, 1992. Effective
6 January 1, 1993, the rates of pay shall be increased by a Cost-of-Living Allowance
7 (COLA). The COLA shall be equal to 90% of the Consumer Price Index. The index
8 used for measuring the COLA will be the U. S. All Cities (CPI-W 1982-84 =100). The
9 increase will be measured by calculating the increase in the CPI from September 1991 to
10 September 1992. The minimum increase shall be four (4%) percent and the maximum
11 increase shall be six (6%) percent. The 1993 rates listed in Appendix A reflect an
12 increase of four (4%) percent above the 1992 rates. These 1993 rates are included for
13 illustrative purposes only and the actual rates will be based on the above-listed COLA
14 formula. Effective January 1, 1992 an eighth pay step for Public Health Nurses shall be
15 added at 1.63% step seven. Effective January 1, 1993, a ninth pay step shall be added for
16 Public Health Nurses at 1.54% above step 8.

17 Section 2. **Position Vacancies.** Except where reassignments are made by the
18 Health Department, vacancies created within the job titles covered by this Agreement by
19 virtue of separation or newly created positions shall be posted for not less than five (5)
20 consecutive days; provided, however, the Health Department retains the right to
21 determine who, if anybody, shall be selected for and/or transferred to said vacancy.

22 a. The Health Department agrees to announce all position vacancies in the Health
23 Register. The Health Department will also provide additional copies of the Health
24 Register to a designated WSNA representative at each work site.

25 b. Selection for promotional positions shall be made in accordance with
26 appropriate personnel regulations and ordinances. Regular full-time and part-time
27 employees who apply for lateral transfers will be considered prior to interviewing
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1 applicants from outside the Health Department.

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

4 Section 3. **Mileage Reimbursement/Parking.**

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

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

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

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

19 Section 4. **Uniforms:** If a uniform and special shoes are, in the future, required as
20 a condition of employment for employees covered by this Agreement, the Health
21 Department agrees to inform the Association thirty (30) days prior to implementation of
22 said condition of employment and negotiate the conditions thereof.

23 Section 5. **Per Diem Nurses:** Per diem nurses covered by the Agreement who are
24 employed in temporary or intermittent positions are not entitled to holidays, sick leave,
25 bereavement leave or other paid leaves, or health care benefits and shall, in lieu of the
26 aforementioned benefits, be paid at Step 5 of the position for which they are hired. In
27 addition, per diem employees shall receive premium pay in lieu of vacation in an amount
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1 equivalent to the premium pay provided by City of Seattle ordinance as cited at Seattle
2 Municipal Code 4.34.070. The formula therein provides a premium pay equivalent to
3 4.81% of the base hourly rate for the beginning vacation accrual rate and is adjusted
4 upward at the indicated hours or years of service. Should premium pay be due per diem
5 employees for benefits described above (other than vacation benefits) pursuant to a court
6 ruling, the provision of salary steps herein in lieu thereof shall be reduced equivalent to
7 the percentage premium pay required.

8 a. **Return to Employment:** Nurses who retire and subsequently return on an
9 intermittent basis shall be placed at the wage step in effect at the time the nurse retired.

10 b. **Per Diem Rates upon Implementation of Health Department Personnel**
11 **System:** In lieu of the step placement and premium pay in Section 5 above, beginning
12 the first of the month following implementation of the Unique Health Department
13 Personnel System, the following step placement shall apply to per diem employees in lieu
14 of the benefits described in Section 5:

15 Registered Nurse - Step 5

16 Public Health Nurse - Step 5

17 Nurse Practitioner - Step 5

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19 **Section 6. Performance Evaluations.**

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

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

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

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

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

13 **Section 7. Job Descriptions.**

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

19 **Section 8. Professional Liability Insurance.** The Health Department will ensure
20 that full-time and part-time employees covered by this Agreement are included under the
21 self insured professional liability insurance policy regularly maintained by the Health
22 Department. A copy of said policy shall be provided to the Association.

23 **Section 9. Nurse Practitioner Status:** Nurse Practitioner salary rate will be paid
24 only while the employee is performing the duties of a position classified as Nurse
25 Practitioner. Example: If a Registered Nurse performs the duties of a part-time
26 Registered Nurse position four hours per day and performs the duties of a part-time
27 Nurse Practitioner position in a Family Planning Clinic the other four hours of the day,
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1 the employee will be compensated as a Registered Nurse for four hours of the day and as
2 a Nurse Practitioner for the other four hours.

3 Section 10. **Prescriptive Authority - Condition of Employment:** Nurse
4 Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and
5 prescriptive authority within one (1) year of the date of hire and continue to maintain
6 such status. Nurse Practitioners will not receive a normally scheduled step increase until
7 they attain ARNP status with prescriptive authority.

8 a. **Interim Licensure:** An employee may be hired or promoted into a position
9 with an interim license at the level required for the position as provided for by state
10 licensing rules. Should the employee fail to be licensed by the state at the level required
11 upon expiration of the interim license or notice of failure (whichever occurs first), the
12 employee shall be removed from the position. The employee who held a Health
13 Department position within the bargaining unit and was promoted on the basis of the
14 interim license, shall be reinstated to the title previously held.

15 Section 11. **License Fees:** The Health Department shall pay the application fee of
16 twenty-five dollars (\$25.00) and the renewal fee of twenty dollars (\$20.00) for all regular
17 full-time and regular part-time Nurse Practitioners who attain the state license for
18 Advanced Registered Nurse Practitioner. The Health Department shall also pay the
19 application and renewal fees for state authorized prescriptive authority when attained by
20 those nurses with ARNP status.

21 Section 12. **Shift Differentials:**

22 a. A bargaining unit employee scheduled to work in the jail and scheduled to
23 work not less than four (4) hours of his/her regular work shift during the evening (swing)
24 shift or night (graveyard) shift, shall receive one of the following shift differentials for all
25 scheduled hours worked during such shift.

26 *Swing Shift:* \$1.50 per hour.

27 *Graveyard Shift:* \$3.00 per hour.

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1 Non-jail employees will receive the swing shift differential for all hours
2 worked after the normal business hours of 5:00 p.m.

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

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

8 d. The swing shift period shall normally encompass the hours from 2:30 p.m. to
9 10:30 p.m. The graveyard shift period shall normally encompass the hours from 10:30
10 p.m. to 06:30 a.m.

11 Section 13. **Hiring Above Step 1**: Nurses may be hired at up to step 4 (up to
12 step 6 in the jail) of the salary range upon the approval of the Director, Office of Human
13 Resource Management based upon the nurses' previous relative nursing experience.

14 a. Effective September 11, 1991, nurse practitioners may be hired at Step 6 upon
15 approval of the Director, Office of Human Resource Management, based on relevant
16 experience. The County will adjust the pay step of those nurse practitioners hired prior to
17 September 11, 1991 who are below step 6 to the step warranted by experience level up to
18 step 6.

19 Section 14. **Jail Premium**.

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

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

27 Section 15. **Jail Weekend Premium**. A weekend premium shall be paid jail
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1 staff for all regular hours of work on weekends at the rate of \$ 4.00 per hour. This
2 premium shall not be included in the base rate of pay for purposes of determining the
3 overtime rate nor paid leave benefits. Employees being paid for such hours of work at
4 the overtime rate will not be eligible for this premium pay. The premium shall otherwise
5 be paid for hours of work of employees, including per them employees, regularly
6 scheduled to work beginning with the night shift on Friday and through swing shift on
7 Sunday.

8 Section 16. **Preceptor Assignment in the Jail:** Employees assigned preceptor
9 responsibilities for new employees within their job title shall be paid \$.50 per hour more
10 than their normal hourly rate for a maximum of forty (40) hours per each such
11 assignment. This premium pay shall only be due for hours actually worked and not for
12 paid leave benefits.

13 Section 17. **Salary Step Placement for Transfer:** Employees who transfer from
14 the jail to a clinic position of the same job title or from a clinic to the jail shall remain at
15 the same salary step number of the applicable schedule. For example, a Registered Nurse
16 at step 7 on the jail schedule who transfers to a clinic shall be placed at step 7 of the
17 clinic schedule. Service credit, for movement to the next salary step, shall be given for
18 combined service at both locations. However, an employee whose initial step placement
19 when hired at the jail was at step 5 or step 6, who transfers to a clinic position within one
20 year of the date of hire, shall be reduced to step 4 of the clinic rate schedule. Movement
21 to step 5 shall be based on one full year of combined, continuous service at both
22 locations.

23 Section 18. **Salary Step Placement for Promotion:** An employee who attains a higher
24 level title through a promotional, competitive process shall be placed at the pay step in the
25 higher salary range resulting in an increase of no less than 3.8%, provided that such placement
26 shall never exceed the maximum step established for the higher paying title.

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

5 Section 17. **Nurse Practitioner (ARNP) Incentive:** Nurse Practitioners shall receive an
6 incentive of \$1000.00 per year based on full-time employment. Half time employees would be
7 entitled to one-half \$1000.00 which equals \$500.00 per year. This incentive shall be paid in
8 quarterly installments (\$250.00 for a full-time employee or \$125.00 for a one-half time
9 employee. The quarterly payment shall be made on the second pay period of the quarter based
10 on compensated hours from the previous quarter. Employees who were hired during the middle
11 of the quarter will be eligible for the incentive for that quarter based on their FTE status.

1 **ARTICLE 8: VACATIONS**

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

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

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

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ACCRUAL RATE Hours on Regular Pay Status	Vacation Earned Per Hour	EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		MAX. VAC. BAL. (HRS.)	
		Years of Service	Working Days Per Year		
0 - 08320	.0460	0 - 4.....	12	96	192
08321 - 18720	.0577	5 - 9.....	15	120	240
18721 - 29120	.0615	10 - 14.....	16	128	256
29121 - 39520	.0692	15 - 19.....	18	144	288
39521 - 41600	.0769	20.....	20	160	320
41601 - 43680	.0807	21.....	21	168	336
43681 - 45760	.0846	22.....	22	176	352
45761 - 47840	.0885	23.....	23	184	368
47841 - 49920	.0923	24.....	24	192	384
49921 - 52000	.0961	25.....	25	200	400
52001 - 54080	.1000	26.....	26	208	416
54081 - 56160	.1038	27.....	27	216	432
56161 - 58240	.1076	28.....	28	224	448

1	58241 - 60320	.1115	29.....29	232	464
2	60321 and over...	.1153	30.....30	240	480

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

7 Section 5. **Maximum Accrual:**

8 a. An employee may accumulate a vacation balance which shall never exceed at
9 any time two times the number of annual vacation hours for which the employee is
10 currently eligible. Accrual of vacation time will cease at the time an employee's vacation
11 balance reaches the maximum balance allowed and will not resume until the employee's
12 vacation balance is below the maximum allowed.

13 b. Exceptions to Section 5(a) can be made only when the Health Department
14 cancels an employee's previously scheduled vacation which has been approved by the
15 Health Department and both the Department Head and the King County Personnel
16 Manager concur in such exception. The exception cannot be continued for more than
17 three (3) months.

18 Section 6. **Cashout Limit Upon Retirement:** Employees who are eligible for
19 participation in the Public Employees' Retirement System Plan I. shall not be
20 compensated for more than two hundred forty (240) hours of accrued vacation at the time
21 of retirement. Vacation hours accrued in excess of two hundred forty (240) hours may be
22 used prior to the employee's date of retirement or such hours will be lost.

23 Section 7. **Minimum Vacation to be Used:** The minimum vacation allowance to
24 be used by an employee shall be one-half day or, at the discretion of the head of the
25 department, such lesser amount as may be approved by the department head.

26 Section 8. **Vacation Payment Upon Resignation or Retirement:** An employee
27 who retires or resigns or who is laid off after more than six (6) months service shall be
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1 paid in a lump sum for any unused vacation earned in the current year, together with any
2 unused vacation for the preceding calendar year. Upon the death of an employee in
3 active service, such payment will be made to the estate of the deceased employee. An
4 employee's prior hours of service on Regular Pay Status will be reinstated if the employee
5 returns to work within a two-year period.

6 Section 9. Vacation in Conjunction With Leave of Absence: An employee
7 who is granted an extended leave of absence which includes the next succeeding calendar
8 year shall be paid in a lump sum for any vacation earned in the current year or, at the
9 Department's option, the employee shall be required to exhaust such vacation time before
10 being separated from the payroll.

11 Section 10. Vacation Upon Dismissal or Quitting without Proper Notice: An
12 employee who quits or is dismissed for cause shall be paid in a lump sum for any
13 vacation earned in the preceding calendar year and not taken prior to separation from the
14 Department, but not for the current year. An employee is considered to have quit, as
15 opposed to resigned, when he or she gives less than two calendar weeks written notice to
16 the Department of the date of his/her voluntary termination of employment. An
17 employee's prior hours of service on Regular Pay Status will be reinstated if the
18 employee returns to work within a one-year period.

19 Section 11. Vacation Use for Medical Reasons: Where an employee has
20 exhausted his/her sick leave balance, the employee may use vacation for further leave for
21 medical reasons only with prior approval of the department head. In all other instances,
22 employees must use all accrued vacation prior to beginning a leave of absence.

23 Section 12. Department's Responsibility to Set Vacation Schedules: The
24 department head shall arrange vacation time for employees on such schedules as will
25 least interfere with the functions of the department. Copies of Vacation scheduling
26 policies developed by the Department overall or within each work unit will be provided
27 to the Association. New or revised policies will be implemented within 30 days of notice
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unless discussion is requested by the Association.

1 **ARTICLE 9: HOLIDAYS**

2 Section 1. **Holidays Observed:** The following days or days in lieu thereof shall
3 be recognized as legal holidays without salary deduction:

4	New Year's Day	January 1st
5	Martin Luther King's Birthday	Third Monday in January
6	Lincoln's Birthday	February 12th
7	Washington's Birthday	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 Thanksgiving Day
14	Christmas Day	December 25th
15	Personal Holiday	

16 Effective January 1, 1993 Lincoln's Birthday will be eliminated and an additional personal
17 holiday will be added, and administered in accordance with section 4 (Personal Holiday) of this
18 Article, provided the Health Department Personnel System has been approved for
19 implementation by *November 1, 1992*.

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

23 Jail Clinic staff shall observe holidays on the actual calendar day as provided
24 above to begin at ten-thirty in the evening (10:30 p.m.) on the day preceding the calendar
25 holiday and ending at ten-thirty in the evening (10:30 p.m.) on the day of the holiday. A
26 regular employee shall receive holiday pay pursuant to section 4 below if four (4) or
27 more hours of the shift fall within the above time periods.

28 Section 2. **Qualifications for Holiday Pay:** To qualify for holiday pay,
employees covered by this Agreement must have been on pay status their normal work
day before or their normal work day following the holiday; provided, however,

1 employees returning from non-pay leave starting work the day after a holiday shall not be
2 entitled to pay for the holiday preceding their first day of work. This restriction (proviso)
3 would not apply to a leave of absence of four (4) days or less or a leave of absence
4 requested by the Department.

5 Section 3. **Holiday Premium Pay:** Employees who work on a holiday shall be
6 paid for the holiday at their straight time rate of pay and, in addition, they shall receive
7 either one and one half (1 1/2) times their straight-time rate of pay (pay) for the hours
8 worked or one and one-half (1 1/2) times the hours worked (compensatory time) to be
9 taken off at another date.

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

12 Section 4. **Personal Holiday:** Individuals employed on or before November 1 of
13 a calendar year shall be entitled to use of a Personal Holiday as referenced in Section 1 of
14 this Article during that calendar year. If the individual has not used the eight hours by
15 November 1, the eight hours will be added to the employee's accrued vacation balance.
16 This day can be used in the same manner as any earned vacation day.

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

21 a. **Personal Holidays Effective in 1993.** Provided the Health Department's
22 Unique Personnel System has been adopted by November 1, 1992 and Lincoln's Birthday
23 is no longer observed as a separate holiday, one (1) additional personal holiday shall be
24 granted and personal holidays shall be administered through the vacation plan. Effective
25 in 1993, one day shall be available for use on the first of October and one (1) day on the
26 first of November of each year. These days shall be administered and used in the same
27 manner as any vacation day.
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1 Section 5. Holiday Pay for Alternative Work Schedules:

2 Employees scheduled to work an alternative work week, such as four ten-hour
3 days, shall be granted no more than ninety-six (96) holiday hours per year. Holiday time
4 for part-time nurses will be provided on a pro-rated basis. The straight time hours
5 compensated in the pay period preceding the pay period of the holiday shall be compared
6 to the compensated hours in the period for a full-time position. The resulting factor shall
7 be multiplied by eight (8) hours to determine the amount of holiday time off due to the
8 part-time employee.

9 Part-time employees and employees working alternative work weeks whose
10 departments close on a designated holiday will be allowed to use accrued but unused time
11 off (vacation or compensatory time or take leave without pay, or by mutual agreement
12 with the Supervisor, the employee shall be allowed to work to make up the hours. In no
13 event will the rescheduling of hours in this manner be allowed if the resulting hours of
14 work will result in overtime pay. When a holiday falls on an employee's regularly scheduled
15 day off, the employee will have the option of receiving the holiday pay at the straight-time rate
16 in the same pay period or of scheduling an alternate paid day off within thirty (30) days of the
17 actual holiday.

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

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

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

20 Section 2. **Disciplinary Action for Abuse of Sick Leave:** Abuse of sick leave
21 shall be grounds for suspension dismissal. Unlimited sick leave credit may be
22 accumulated.

23 Section 3. **Reimbursement Upon Retirement:**

- 24 a. Upon retirement, twenty-five percent (25%) of an employee's unused sick leave
25 credit accumulation can be applied to the payment of health care premiums, or to a cash
26 payment at the straight time rate of pay of such employee in effect on the day prior to his
27 retirement. Upon the death of an employee, either by accident or natural causes, twenty-

1 five percent (25%) of such employee's accumulated sick leave credits shall be paid to
2 his/her designated beneficiary. The above provision applies to employees hired prior to
3 the signing of this Agreement.

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

7 c. Termination of an employee's continuous service, except by reason of
8 temporary layoff due to lack of work or funds, shall cancel all sick leave accrued at the
9 time of such termination. Should an employee resign in good standing and return to
10 employment within one (1) year, all accrued sick leave will be restored.

11 Section 4. Wellness Incentive:

12 Employees within the bargaining unit who during a calendar year use less than
13 thirty-three (33) hours of sick leave may convert eight (8) hours of unused, accrued sick
14 leave to a personal vacation day to be used in the next calendar year.

15 Section 5. Leaves of Absence:

16 a. An unconditional leave of absence without pay for a period not exceeding sixty
17 (60) consecutive days may be granted by the Health Department Director.

18 b. A request for a leave of absence longer than sixty (60) days bearing the
19 favorable recommendation of the Health Department Director may be granted by the
20 County Personnel.

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

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

26 e. All requests for leaves of absence are to be requested in writing as far in
27 advance as possible, stating the reason for the leave and the amount of time requested.
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1 f. At the expiration of the authorized unconditional leave of absence, a member of
2 the bargaining unit shall resume his/her same position (work site, title and shift);
3 however, standing and service credit shall be frozen at the commencement of the leave of
4 absence and shall not continue to accrue until the employee returns from said leave.

5 **Section 6. Family Leave:**

6 a. Up to eighteen weeks of unpaid leave will be granted in a twenty-four-month
7 period to care for:

8 1. An employee's natural or adoptive child.

9 A. Leave must be taken within twelve months of the birth or
10 placement with the adoptive parent.

11 B. Leave should be taken in consecutive weeks unless the
12 employee's division manager agrees to more than one leave period;
13 in any case, the leave periods may not exceed eighteen weeks in the
14 twelve-month period.

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

17 A. Leave to care for an ill member of the employee's family may
18 be taken only when the serious health condition requires the
19 employee's presence.

20 B. A request for leave to care for a family member with a serious
21 health problem must be supported by medical certification issued by
22 the appropriate health care provider except when leave is claimed to
23 care for a terminally ill child of the employee. The supporting
24 document must state the date on which the health problem
25 commenced and its probable duration. The employer may require
26 that an employee claiming family leave obtain at the employer's
27 expense the opinion of a second health care provider regarding any
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1 of the information required in a medical certification. If the health
2 care providers disagree on any factor which is determinative of the
3 employee's eligibility for family leave, the two health care providers
4 shall select a third health care provider, obtained at the employer's
5 expense, whose opinion shall be conclusive.

6 C. Leave may be taken on an intermittent basis if the health care
7 condition is expected to last more than two weeks.

8 D. Family leave may be limited to three such health conditions
9 during any twenty-four-month period for conditions expected to last
10 two weeks or less.

11 b. Family leave may be taken on a reduced schedule if:

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

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

16 c. An employee may substitute accrued or shared vacation, sick leave, or general
17 leave for the corresponding portion of unpaid family leave at the beginning of the unpaid
18 family leave period.

19 d. An employee planning to take family leave to care for a birth or adoptive child
20 must provide prior written notice to his or her division manager of the expected birth or
21 adoption as far in advance as is reasonable and practical.

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

26 f. An employee who exercises any right to family leave is entitled, upon return
27 from leave or during any period of reduced leave, subject to bona fide layoff provisions,
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1 to:

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

8 g. The employing department will maintain its contribution for health benefits for
9 the employee during the period of family leave.

10 Section 7. **Military Leave**: Pursuant to RCW 38.40.060 Military leaves for
11 public employees:

12 Every officer and employee of the state or of any county, city, or other political
13 subdivision heretofore who is a member of the Washington National Guard or of
14 the army, navy, air force, coast guard, or marine corps reserve or of any organized
15 reserve or armed forces of the United States shall be entitled to and shall be
16 granted military leave of absence from such employment for a period not
17 exceeding fifteen (15) days during each calendar year. Such leave shall be granted
18 in order that the person may take part in active training duty in such manner and at
19 such time as he may be ordered to active training duty. Such military leave of
20 absence shall be in addition to any vacation or sick leave to which the officer or
21 employee might otherwise be entitled, and shall not involve any loss of efficiency
22 rating, privileges, or pay. During the period of military leave, the officer or
23 employee shall receive from the state, or the county, city, or other political
24 subdivision, his normal pay. (1957 c 236 s 1.)

25 Section 8. **Jury Duty**: An employee working on other than a per them basis shall
26 suffer no monetary loss while on jury duty. The amount of any compensation derived
27 from jury duty during the employee's normal work schedule, except for transportation
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1 allowance, shall be deducted from the gross pay due the employee for such period;
2 provided that an employee excused by the court on any day of such duty falling within
3 his normal work schedule shall notify his supervisor and if so directed report for work for
4 the balance of his normal shift.

5 Section 9. **Required Court Appearance**: An employee who is subpoenaed to
6 appear in court on work related business shall be paid as if working for all time spent in
7 court or in preparation for such appearance as approved by the department.
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1 **ARTICLE 11: *BEREAVEMENT LEAVE***

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

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

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

15 Section 4. **Definition of Immediate Family:** For purposes of this Article, a
16 member of the immediate family is construed to mean persons related by blood or
17 marriage or legal adoption as follows: mother, father, legal spouse, son, daughter,
18 grandparent, grandchild, brother or sister of the employee or, in lieu of the legal spouse, a
19 significant other person or domestic partner living in the employee's household.
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1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

2 Section 1. **Continuation of the Plan:** Medical/Dental and Life Insurance benefits
3 shall be as negotiated through the County Insurance Committee which negotiates with collective
4 bargaining representatives of County employees as a group..

5 Section 2. **Benefit Eligibility:** A regular employee shall be eligible for receipt of
6 all benefits under the County's medical, dental, vision and .life insurance programs on the
7 first day of the month following completion of six (6) months of continuous employment.

8 Section 3. **Plan Changes:** In the event the County Insurance Committee
9 negotiates a change in medical, dental, vision or life insurance plans which result in a
10 decrease in benefits or increase in costs for nurses, the County will meet to discuss the
11 impact of the changes.

12 Section 4. **Industrial Insurance:** Employees covered by this agreement shall be
13 covered by the County Industrial Insurance Plan and any supplement thereto as provided
14 by County ordinance.

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

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

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

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

17 Section 3. **Overtime:** Except as provided in Section 2 above, for regular full- and
18 part-time employees, all work performed over forty (40) hours in any one (1) work week
19 or over eight (8) hours in one (1) work day or over ten (10) hours per day depending on
20 the employee's regular schedule, shall be considered as overtime and shall be paid for at
21 the overtime rate of one and one-half (1 1/2) times the straight time rate of pay or, upon
22 approval of the employer, compensatory time off at one and one-half (1 1/2) times. For
23 per diem employees, overtime pay shall be due for all hours worked over forty (40) in
24 any one seven- (7) day work week.

25 Section 4. **Days Off:** When management deems it necessary, work schedules
26 other than a Monday through Friday schedule may be established and hours other than 40
27 per week may be established.
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1 Section 5. **Alternate Work Schedules:** An alternative work schedule is defined
2 as any schedule of hours of work other than the traditional five eight-hour days within a
3 seven-day work week. Examples of alternative work schedules include but are not
4 limited to:

5 4 - 10 hour work days

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

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

- 11 a) Overtime shall be paid for any hours worked in excess of the established
12 work day of at least eight (8) hours or overtime shall be paid for any hours
13 in excess of forty (40) hours per week.
- 14 b) Vacation benefits shall be accrued and expended on an hourly basis.
- 15 c) Sick leave benefits shall be accrued and expended on an hourly basis.
- 16 d) Holidays shall be granted in accordance with Article IX of this Agreement.
- 17 e) Employee participation shall be on a voluntary basis.
- 18 f) Every six (6) months all alternative work schedules will be reviewed. The
19 department or the employee shall provide 60 days notice of their intent to
20 discontinue the alternative schedule, unless the employee and the
21 department mutually agree to waive the sixty (60) day requirement.

22 Section 6. **Standby/Callback:**

23 a. Whenever an employee covered by this agreement is placed on standby duty by
24 the Health Department, the employee shall be available at a pre-designated location to
25 respond to emergency calls and, when necessary, return immediately to work.

26 Employees who are placed on standby duty by the Health Department shall be paid at the
27 rate of ten percent (10%) of the straight time hourly rate of pay listed in Appendix A for
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1 all hours assigned. The Department reserves the right to determine the standby
2 assignments.

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

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

9 d. In lieu of the pay as provided in paragraph a, an employee may choose
10 compensatory time equivalent to such pay.

11 Section 7. Major Jail Schedule Changes: Major schedule changes affecting the
12 majority of nurses in the Jail Health Clinic will be negotiated with the Association prior
13 to implementation if the planned schedule varies from current contract language.

14 Section 8. Negotiations: The Department will provide paid release time for 2
15 employee representatives in negotiations.

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

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

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1 **ARTICLE 15: CONFERENCE COMMITTEE**

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

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

1 **ARTICLE 16: NURSING PRACTICE COMMITTEE**

2 The purpose of the Nursing Practice Committee is to discuss possible methods and
3 means to enhance nursing practice and patient care. The Committee is an appropriate
4 forum to discuss definition of levels of practice that may be used in the development of a
5 clinical ladder. The Committee shall be composed of five (5) non-supervisory employees
6 covered by this Agreement who shall be appointed by the Association's Local Unit, two
7 (2) supervisory employees, and three (3) representatives of the Department Head,
8 preferably the Chief of Nursing Services, the Assistant Chief of Nursing, and a District
9 Administrator.

10 The Nursing Practice Committee shall meet monthly. Each Committee member
11 shall be entitled to two (2) paid hours for the purpose of attending the monthly meeting,
12 and when necessary, not more than one paid hour for preparation for same each month.
13 Such meetings shall be scheduled in advance and so as to minimize conflict with
14 regularly assigned duties. The Committee shall prepare an agenda and keep minutes of
15 all meetings. A copy of the agenda and minutes shall be disseminated to the following:

16 Nursing Practice Committee members
17 Department and Division Managers
18 District Managers/Personal Health Services Supervisors *-for posting*
19 Staff and Supervisory Local Unit Chairpersons
20 Professional Practice Committee
21 WSNA - Director of Labor Relations

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

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

27 Such meeting shall be scheduled in advance and so as to minimize conflict with regularly
28 assigned duties.

1 **ARTICLE 17 - STAFF DEVELOPMENT**

2 Section 1. **Staff Development:** Staff development issues shall be a proper subject
3 for discussion in the Nursing Practice Committee. Upon request by the Association the
4 parties shall discuss:

- 5 a. The orientation program for newly hired nurses.
6 b. The orientation program for nurses transferring to a position requiring
7 significantly different duties and/or skills.
8 c. In service meetings, including development of programs; status of programs
9 offered and level of participation.

10 Section 2. **Continuing Education Time:** The Health Department and the
11 Association agree continuous upgrading of employees skills and knowledge is beneficial
12 to providing quality health care services to the public. Therefore employees covered by
13 this Agreement are encouraged to take advantage of opportunities available for
14 continuing education. To this end, it shall be a policy of the Health Department to allow
15 regular employees three (3) days (24 hours) of paid leave annually for purposes of
16 attending seminars and classes to earn continuing education outside of the Health
17 Department. Other paid leave for this purpose and in-house educational programs shall
18 be at the discretion of the Department Head. All such leave shall first be scheduled and
19 approved by the employee's supervisor. For this purpose, part-time employees shall be
20 due a prorated amount. The proration shall be determined based on the hours worked in
21 the preceding calendar year divided by the hours scheduled for a full-time position during
22 the same time period.
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1 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRS**

2 Section 1. **Personnel Reduction**: Personnel reduction within classification or for
3 Nurse Practitioners within scope of practice shall be by seniority. Any Nurse who is laid
4 off may bump the least senior person in any job classification within the bargaining unit
5 provided that the Nurse has had prior satisfactory work experience in that classification
6 within the Health Department and the work is within their scope of practice. A Nurse
7 Practitioner without Advanced Registered Nurse Practitioner (ARNP) status and
8 prescriptive authority may not bump a Nurse Practitioner with ARNP status and
9 prescriptive authority. In addition Nurses from the supervisory bargaining unit meeting
10 the above criteria may bump into the Staff Nurses bargaining unit.

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

20 Section 3. **Seniority defined**: Service credit for purposes of determining
21 seniority within classification shall be determined by the employee's adjusted service date
22 within the employee's current classification.

23 a. For purposes of determining seniority in bumping to a lower paid classification,
24 seniority shall be determined by the adjusted service date originally reflecting the
25 employee's date of hire by the employer.

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

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1 **ARTICLE 19: SAVINGS CLAUSE**

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

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ARTICLE 20: WAIVER CLAUSE

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

1 **ARTICLE 21: SAFETY STANDARDS**

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

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

6 Section 3. **Protective Clothing and Equipment**: Protective devices, protective
7 equipment and protective clothing when required by the employer, laws or regulations,
8 will be furnished to and used by the employees.

9 Section 4. **Safety Meetings**: At least one designated representative of the
10 bargaining unit will be allowed time off with pay to attend departmental safety meetings.
11 The employee will notify his/her supervisor in advance of such meeting so as to
12 minimize conflict with regularly assigned duties.

13 Section 5. **Employees Must Comply with Safety Rules**: At the direction of the
14 Employer, it shall be the duty of every employee covered by this Agreement to comply
15 with established safety rules, promote safety and to assist in the prevention of accidents.

16 Section 6. **Employee Participation in Safety Program**: All employees covered
17 by this Agreement are expected to participate and cooperate in the Employer's Safety
18 Program.

19 Section 7. **Internal Resolution of Safety Concerns**: Employees shall present
20 unresolved safety issues to the Employer's Safety Committee prior to presenting same to
21 an outside agency empowered with upholding the state WISHA law.
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ARTICLE 22: DEFINITIONS

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

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

3. "*Part-time employee*" means an individual employed in a part-time position.

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

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

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

7. "*Probationary employee*" means a potential health service employee who is serving a probationary period.

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

9. "*Temporary employee*" means a provisional employee or an individual employed in a temporary position.


10. "*Temporary position*" means a position which is not a permanent position as defined by ordinance.

ARTICLE 23: TERM OF AGREEMENT

This agreement shall become effective January 1, 1991 and shall remain in effect through December 31, 1993. Written notice must be served by either party upon the other party of its intent to terminate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31, 1993.

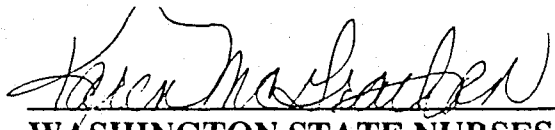
APPROVED this 11th **day of** December **1991.**

KING COUNTY approved by
Ordinance # _____



KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:



WASHINGTON STATE NURSES ASSOCIATION

cbal:c-wn-st

10204

Job Class	Step	Months of Service	1990 Rates Of Pay	Longevity Level	1990 Rates With Longevity	Hourly Pay Rate Effective 01-01-91	1991 Rates With Longevity	Hourly Pay Rate Effective 01-01-92	1992 Rates With Longevity	Hourly Pay Rate Effective 01-01-93	1993 Rates With Longevity
RN	1	0-6	12.35			12.84		13.36		13.89	
RN	2	7-18	12.79			13.30		13.83		14.39	
RN	3	19-30	13.26			13.79		14.34		14.92	
RN	4	31-42	13.79			14.34		14.92		15.51	
RN	5	43-54	14.32			14.89		15.49		16.11	
RN	6	55-66	14.83			15.42		16.04		16.68	
RN	7	67-78	15.28			15.89		16.53		17.19	
RN	8	79-90	15.80			16.43		17.09		17.77	
RN	9	91-102	16.32	8 Years	16.65	16.97	17.31	17.65	18.00	18.36	18.72
RN	10	103-114	16.89			17.57		18.27		19.00	
RN	11	115-126	17.48	10 Years	18.01	18.18	18.73	18.91	19.48	19.67	20.26
RN	12	127+	18.09			18.82		19.57		20.35	
			4%	12 Years	18.82		19.57		20.35		21.17
8 Years	2%		5%	15 Years	19.00		19.76		20.55		21.37
10 Years	3%		6%	20 Years	19.18		19.95		20.74		21.57
RN-JAIL	1	0-6	14.20			14.77		15.36		15.98	
RN-JAIL	2	7-18	14.71			15.30		15.91		16.55	
RN-JAIL	3	19-30	15.25			15.86		16.49		17.15	
RN-JAIL	4	31-42	15.86			16.49		17.15		17.84	
RN-JAIL	5	43-54	16.47			17.13		17.81		18.52	
RN-JAIL	6	55-66	17.05			17.74		18.45		19.18	
RN-JAIL	7	67-78	17.57			18.27		19.01		19.77	
RN-JAIL	8	79-90	18.17			18.90		19.65		20.44	
RN-JAIL	9	91-102	18.77	8 Years	19.14	19.52	19.91	20.30	20.71	21.11	21.53
RN-JAIL	10	103-114	19.42			20.20		21.01		21.85	
RN-JAIL	11	115-126	20.11	10 Years	20.71	20.91	21.54	21.75	22.40	22.62	23.30
RN-JAIL	12	127+	20.81								
			4%	12 Years	21.64		22.50		23.40		24.34
8 Years	2%		5%	15 Years	21.85		22.72		23.63		24.58
10 Years	3%		6%	20 Years	22.06		22.94		23.86		24.81

Job Class	Step	Months of Service	1990 Rates Of Pay	Longevity Level	1990 Rates With Longevity	Hourly Pay Rate Effective 01-01-91	1991 Rates With Longevity	Hourly Pay Rate Effective 01-01-92	1992 Rates With Longevity	Hourly Pay Rate Effective 01-01-93	1993 Rates With Longevity
ARNP	1	0-6	15.80			16.43		17.09		17.77	
ARNP	2	7-18	16.33			16.93		17.66		18.37	
ARNP	3	19-30	17.13			17.82		18.53		19.27	
ARNP	4	31-42	17.67			18.38		19.11		19.88	
ARNP	5	43-54	18.38			19.12		19.88		20.68	
ARNP	6	55-66	19.12			19.88		20.68		21.51	
ARNP	7	67-78	19.88			20.68		21.51		22.37	
			2%	8 Years	20.28		21.09		21.94		22.81
			3%	10 Years	20.48		21.30		22.15		23.04
			4%	12 Years	20.68		21.51		22.37		23.26
			5%	15 Years	20.88		21.71		22.58		23.48
			6%	20 Years	21.08		21.92		22.80		23.71
ARNP-JAIL	1	0-6	18.17			18.90		19.65		20.44	
ARNP-JAIL	2	7-18	18.78			19.53		20.31		21.12	
ARNP-JAIL	3	19-30	19.70			20.49		21.31		22.16	
ARNP-JAIL	4	31-42	20.32			21.13		21.98		22.86	
ARNP-JAIL	5	43-54	21.14			21.98		22.86		23.78	
ARNP-JAIL	6	55-66	21.99			22.87		23.78		24.73	
ARNP-JAIL	7	67-78	22.87			23.78		24.73		25.72	
			2%	8 Years	23.32		24.26		25.23		26.23
			3%	10 Years	23.55		24.49		25.47		26.49
			4%	12 Years	23.78		24.73		25.72		26.75
			5%	15 Years	24.01		24.97		25.97		27.01
			6%	20 Years	24.24		25.21		26.22		27.26

10204

Job Class	Step	Months of Service	1990 Rates Of Pay	Longevity Level	1990 Rates With Longevity	Hourly Pay Rate Effective 01-01-91	1991 Rates With Longevity	Hourly Pay Rate Effective 01-01-92	1992 Rates With Longevity	Hourly Pay Rate Effective 01-01-93	1993 Rates With Longevity
PHN	1	0-6	14.46			15.04		15.64		16.27	
PHN	2	7-18	14.99			15.59		16.21		16.86	
PHN	3	19-30	15.53			16.15		16.80		17.47	
PHN	4	31-42	16.33			16.98		17.66		18.37	
PHN	5	43-54	16.87			17.54		18.25		18.98	
PHN	6	55-66	17.54			18.24		18.97		19.73	
PHN	7	67-78	18.24			18.97		19.73		20.52	
PHN	8	79-90	18.24			18.97		20.05		20.85	
PHN	9	91-102	18.24			18.97		20.05		21.17	
			2%	8 Years	18.60		19.35		20.45		21.60
			3%	10 Years	18.79		19.54		20.65		21.81
			4%	12 Years	18.97		19.73		20.85		22.02
			5%	15 Years	19.15		19.92		21.05		22.23
			6%	20 Years	19.33		20.11		21.25		22.44
PHN-JAIL	1	0-6	16.63			17.29		17.99		18.71	
PHN-JAIL	2	7-18	17.24			17.93		18.65		19.39	
PHN-JAIL	3	19-30	17.86			18.57		19.32		20.09	
PHN-JAIL	4	31-42	18.78			19.53		20.31		21.12	
PHN-JAIL	5	43-54	19.40			20.18		20.98		21.82	
PHN-JAIL	6	55-66	20.17			20.98		21.82		22.69	
PHN-JAIL	7	67-78	20.98			21.82		22.69		23.60	
PHN-JAIL	8	79-90	20.98			21.82		23.06		23.98	
PHN-JAIL	9	91-102	20.98			21.82		23.06		24.35	
			2%	8 Years	21.40		22.25		23.52		24.84
			3%	10 Years	21.61		22.47		23.75		25.08
			4%	12 Years	21.82		22.69		23.98		25.32
			5%	15 Years	22.02		22.91		24.21		25.57
			6%	20 Years	22.23		23.12		24.44		25.81
Longevity pay rates listed here are only illustrations. The actual hourly rate will depend on the employee's step placement.											
The 1993 rates are listed for illustrative purposes only. They reflect a 4% increase. The actual rates will be based on the COLA formula.											
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