

ORDINANCE NO. 11612

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Washington State Nurses Association, representing employees in the Department of Youth Services; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997 with an interim agreement effective July 1, 1994 through December 31, 1994.

INTRODUCED AND READ for the first time this 12<sup>th</sup> day of December, 1994.

PASSED by a vote of 13 to 0 this 19<sup>th</sup> day of December, 1994.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 29<sup>th</sup> day of December, 1994.

Ray Locke  
King County Executive

WASHINGTON STATE NURSES ASSOCIATION

DEPARTMENT OF YOUTH SERVICES UNIT

11612

AND KING COUNTY

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WASHINGTON STATE NURSES ASSOCIATION  
DEPARTMENT OF YOUTH SERVICES UNIT  
AND KING COUNTY

These Articles constitute an Agreement, terms of which have been negotiated in good faith between the King County Labor Negotiating Team and the Signatory Organization subscribing thereto. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

ARTICLE I: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County 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 King County and to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or Personnel board similar in scope, structure and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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ARTICLE II: UNION RECOGNITION AND MEMBERSHIP

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

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

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

The Signatory Organization will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Signatory Organization. The Signatory Organization agrees to refund to the County any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.

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2 ARTICLE III: RIGHTS OF MANAGEMENT

3       The management of the County and the direction of the work force is vested exclusively  
4 in the County subject to the terms of this Agreement. All matters not specifically and expressly  
5 covered or treated by the language of this Agreement may be administered for its duration by the  
6 County in accordance with such policy or procedures as the County from time to time may  
7 determine.

8       This Agreement shall not limit the right of the Department of Youth Services to contract  
9 for services of any and all types, provided that such contract shall not be used in lieu of, or to  
10 replace services traditionally and usually performed by regular employees, except on a temporary  
11 basis, without prior discussion in a meeting with an Association staff representative.  
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ARTICLE IV: WAIVER AND COMPLETE AGREEMENT

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

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1 ARTICLE V: EMPLOYEE RIGHTS

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

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

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

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

18 *Section 3.* The employee and/or a representative may examine the employee's personnel  
19 files in the offices of the agency and receive a copy of any requested materials in the personnel  
20 file, if the employee so authorizes in writing. Material placed into the employee's files relating to  
21 job performance or personal character shall be brought to his or her attention prior to placement  
22 in the file. The employee may challenge the propriety of including it in the files. If, after  
23 discussion, management retains the material in the file, the employee shall have the right to insert  
24 contrary documentation into the file. If the affected employee believes that a deficiency has been  
25 corrected, he or she may request, in writing, to have a review of the documentation included in  
26 his/her file. Unauthorized persons shall not have access to employee files or other personal data  
27 relating to the employee. The Director of Youth Services will determine staff authorized for  
28 access to personnel file and a record of access shall be maintained.

*Section 4.* When the term, "Performs related work as required," is incorporated into the  
text of an official class specification as a representative example of work, the assignment of such  
work on a regular and ongoing basis shall be within the basic program or schematic concept of  
the classification. Except as agreed to by the Association and management, employees shall not  
regularly and on an ongoing basis be assigned duties foreign to their classification.

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

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

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

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

**Section 9.** No employee shall be directed to work in a manner or condition that does not comply with minimum accepted safety practices or standards, or in a condition, location or assignment which would constitute a hazard to the employee's health or well-being. The County shall provide appropriate staff for the care, supervision and transportation of children.



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2 **ARTICLE VI: HOURS OF WORK AND OVERTIME**

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

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

- 10       a. Within the master work schedule established for the following year, employees and  
11 supervisors of the unit shall determine individual work schedules during the last week  
12 of the preceding year. Operational requirements shall receive first consideration.  
13 Work schedules will be planned to insure that essential clinic operations are properly  
14 staffed.

15       Employee requests for adjusted schedules, once individual schedules are set, shall be  
16 accommodated to the maximum extent possible, provided that other employees'  
17 schedules may not be adjusted to achieve the accommodation unless it is mutually  
18 agreed upon.

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

- 23       b. The work week, starting times, work schedules and locations of per diem personnel  
24 shall be determined by management.
- 25       c. Management shall be responsible to insure adequate staffing to meet operational  
26 requirements.
- 27       d. Regular full-time and part-time employees who apply for lateral transfers may be  
28 considered prior to interviewing outside applicants.

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

*Section 4. Overtime.* Except as otherwise provided in this article, employees shall be paid at a rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in one day, or forty (40) hours in a one week work period, exclusive of lunch period. Normally overtime work shall require prior approval of the individuals supervisor, however, overtime work may be approved after it is performed provided sufficient justification is made.

*Section 5.* Overtime shall be paid for in cash.

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

*Section 7.* The provision of Section 6 shall not apply to meeting and training sessions requiring a return to work.

*Section 8.* No overtime compensation will be paid for employee-initiated training, unless so required by the provisions of the Fair Labor Standards Act (FLSA).

*Section 9.* If any provision of this Article shall conflict with the minimum standards of R.C.W. 49.46.130, then that provision shall be automatically amended to conform to those standards.

*Section 10.* The Department recognizes the need to give employees timely notice of schedules and schedule changes. In addition, schedules will be made, when operationally feasible, with agency staff being utilized last.

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## ARTICLE VII: HOLIDAYS

*Section 1.* a. All regular employees shall be granted holidays with pay as provided in RCW 1.16.050, as amended:

New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

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

- b. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.
- c. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.
- d. Work performed on holidays shall be paid at one and one half (1-1/2) times the regular rate in addition to the regular holiday pay. Per diem employees shall be paid at one and one half (1 1/2) times their straight time rate of pay for work performed on a holiday.
- e. Each regular employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be accrued on the first of October and one day shall be accrued on the first of November of each year. These days may be used in the same manner as any vacation day earned. Regular part-time

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employees shall accrue personal holidays based on the ratio of scheduled hours to a standard workweek.

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

- a. Holiday Worked: to be paid at a rate of time and one half (1-1/2) plus eight (8) hours holiday pay for a total of twenty (20) hours.
- b. Holiday on Scheduled Day Off: to be paid at a rate of straight time; i.e., eight (8) hours pay.

**Section 3.** A regular part-time employee shall only receive those paid holidays which are observed on a day which the employee has been scheduled to work. Holiday compensation shall be provided under Section 2(a) above, and shall consist of the employee's regularly scheduled working hours.

**Section 4.** Per Diem employees shall not receive holidays.

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ARTICLE VIII: VACATIONS

Section 1. Every regular, full-time employee shall receive vacation benefits as indicated in the following table:

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Max. Vacation Accumulation Allowed
0 to 6 mos. (Inclusive) Upon completion of Six months service, employees will be credited with 40 hours			
More than 6 mos. but less than 3 years	6 - 2/3 hours	80 hours	160 hours
More than 3 years but less than 12 years	10 hours	120 hours	240 hours
12 or more years	13 - 1/3 hours	160 hours	320 hours

Section 2. No employee shall earn the equivalent of a month's vacation credit during a month when the employee is absent without pay for more than three (3) working days. Employees absent without pay for less than eleven (11) working days for medical reasons shall earn one half (1/2) the equivalent of a month's vacation credit.

Section 3. Regular, part-time employees shall accrue vacation benefits based on the ratio of scheduled hours to a standard work week.

Section 4. Employees shall request annual vacation prior to March 1 and shall receive scheduling preference in order of agency seniority. Vacation schedules will be planned to insure that judicial proceedings, youth services and essential facility operations are properly staffed at all times. Employees shall be advised by April 1 in regard to approval or disapproval of their request.

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2 Vacation request received after March 1st shall be considered and approved on the basis  
3 of date of request. Employees shall be advised within thirty (30) days of the date of the request  
4 as to approval or disapproval of the request.

5 **Section 5.**

- 6 a. Employees may continue to accrue additional vacation beyond the maximum specified  
7 herein if excess accrued vacation will be lost as a result of cyclical workloads or work  
8 assignments.  
9 b. Employees who leave King County employment for any reason will be paid for their  
10 unused vacation, up to the maximum specified herein; provided, however, employees  
11 who are hired on or after January 1, 1986, who are eligible for participation in the  
12 Public Employee's Retirement System Plan I, shall not be compensated for more than  
13 two hundred forty (240) hours of accrued vacation at the time of retirement. For  
14 employees hired on or after January 1, 1986, vacation hours accrued in excess of two  
15 hundred forty (240) hours must be used prior to the employee's date of retirement or  
16 such excess hours shall be lost. Employees shall forfeit any excess accrual on  
17 December 31st of each year except as provided in Section 5(a) above.

18 **Section 6.** Per Diem employees shall not be granted vacation benefits.  
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2 **ARTICLE IX: SICK LEAVE**

3 *Section 1.* Every regular full-time employee shall accrue eight (8) hours of sick leave pay  
4 for each credited month of service. Regular, part-time employees shall accrue sick leave pay  
5 based on the ratio of scheduled hours to a standard work week.

6 *Section 2.* No employee shall earn the equivalent of a full month's sick leave credit  
7 during a calendar month when the employee is absent without pay for more than three (3)  
8 working days. Employees absent for less than eleven (11) working days during any one month  
9 for medical reasons shall earn one half (1/2) the equivalent of a month's sick leave credit.

10 *Section 3.* Sick leave pay may be applied to absence caused by illness or injury of an  
11 employee. Sick leave may be used for medical, dental or ocular appointments when absence  
12 during working hours for this purpose is authorized by the employee's supervisor. In any  
13 instance involving use of a fraction of day's sick leave, the minimum charge to the employee's  
14 sick leave account shall be one half (1/2) hour. The Department Director shall be responsible for  
15 control of abuse of the sick leave privilege. Employees may be required to furnish verification of  
16 any illness, injury, or inability to perform work, as evidenced by a statement from a doctor or  
17 other licensed healing arts practitioner. The County will make a reasonable effort to notify an  
18 employee prior to his/her return to work that a doctor's certificate will be required. Sick leave  
19 requests shall be made upon forms prescribed by the Department Director.

20 *Section 4.* All employees shall notify their immediate supervisor, or designee, of their  
21 intention to use sick leave. Notification of intention to use sick leave shall normally be given  
22 with as much advance notice possible before tour of duty is to begin.

23 *Section 5. Family care*

24 *Family and Medical Leave*

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

- 27
- 28 1. An employee's natural, foster or adoptive child.
    - A. Leave must be taken within twelve months of the birth or placement with the adoptive or foster parent.
    - B. Leave should be taken in consecutive weeks unless the employee's division manager agrees to more than one leave period; in any case, the leave periods may not exceed eighteen (18) weeks in the twelve (12) month period.
  2. An employee, or an employee's child, spouse, domestic partner, parent or parent-in-law who has a serious medical condition.

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- A. Leave to care for an ill member of the employee's family may be taken only when the serious health condition requires the employee's presence.
  - B. A request for leave for an employee or to care for a family member with a serious health problem must be supported by medical certification issued by the appropriate health care provider except when leave is claimed to care for a terminally ill child of the employee. The supporting document must state the date on which the health problem commenced and its probable duration. The employer may require that an employee claiming family or medical leave obtain, at the employer's expense, the opinion of a second health care provider regarding any of the information required in a medical certification. If the health care providers disagree on any factor which is determinative of the employee's eligibility for family or medical leave, the two health care providers shall select a third health care provider, obtained at the employer's expense, whose opinion shall be conclusive.
  - C. Leave may be taken on an intermittent basis if the health care condition is expected to last more than two weeks.
  - D. Family and medical leave may be limited to three such health conditions during any twenty-four month period for conditions expected to last two weeks or less.
- b. Family and medical leave may be taken on a reduced schedule if:
    - 1. The total allowable eighteen week period does not exceed thirty-six consecutive workweeks, and
    - 2. The leave is scheduled so as not to unduly disrupt the employing unit's operations.
  - c. An employee may substitute accrued or shared vacation for the corresponding portion of unpaid family leave at the beginning of the unpaid family leave period. An employee must utilize all but eighty (80) hours of accrued sick leave prior to being on an unpaid leave status.
  - d. An employee planning to take family leave to care for a birth, foster or adoptive child must provide prior written notice to his or her division manager of the expected birth, foster placement,, or adoption as far in advance as is reasonable and practical.
  - e. If foreseeable, an employee planning to take medical leave or family leave to care for a family member with a serious health problem must make a reasonable effort to schedule the leave so as not to unduly disrupt the employing unit's operations, and



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1 provide prior written notice of the expected leave as far in advance as is reasonable and  
2 practical.

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

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

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

13 **Section 6.** An employee injured or becoming ill while on vacation may substitute sick  
14 leave for vacation as provided by Section 3 of this Article.

15 **Section 7.** No employee shall be entitled to sick leave while absent from duty due to the  
16 following causes:

- 17 a. Disability arising from any sickness or injury purposely inflicted or caused by willful  
18 misconduct;
- 19 b. Sickness or disability sustained while on leave of absence without pay.

20 **Section 8.** Termination of an employee's continuous service, except by reason of  
21 temporary lay-off due to lack of work or funds, shall cancel all sick leave accrued at the time of  
22 such termination. Should an employee resign in good standing and return to employment within  
23 two (2) years, all accrued sick leave will be restored.

24 **Section 9.** For purposes of this contract, a member of the immediate family is construed  
25 to mean persons related by blood or marriage or legal adoption or legal status as follows:  
26 grandmother, grandfather, mother, father, husband, wife, son, daughter, brother or sister of the  
27 employee, domestic partner, or son or daughter of his/her domestic partner, or any relative  
28 continually living in the employee's household. Other distant relatives who have resided in the  
home for at least one (1) year shall also be construed as being members of the immediate family.

**Section 10.** Sick leave because of an employee's physical incapacity will not be approved  
when the injury or illness is directly traceable to employment other than with the Department of  
Youth Services.

**Section 11.** If an employee takes more sick leave than has been earned, such overdrawn  
sick leave will automatically be charged to credited vacation or holiday time. If no vacation or

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holiday credit, such overdrawn sick leave will automatically be deducted from the employee's pay.

*Section 12.* When a regular employee, due to illness or disability, exhausts all accrued sick leave, the County, if requested, shall authorize leave of absence without pay for the duration of that employee's illness or disability; providing, there is a reasonable expectation the employee will be able to return to work within six months. The employee shall have the option of utilizing any or all accrued leave prior to requesting leave without pay.

*Section 13.* King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death twenty-five percent (25%) of their unused, accumulated sick leave to a maximum of thirty (30) days. All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred sick leave reimbursement. If the County Council makes any increases to the sick leave reimbursement policy for County employees, those increases will automatically be extended to employees covered by this Agreement.

*Section 14.* Per Diem employees shall receive no sick leave benefits.

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2 ARTICLE X: BEREAVEMENT LEAVE

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

6       *Section 2.* Regular full-time employees who have exhausted their bereavement leave shall  
7 be entitled to use up to three days of sick leave for each instance when death occurs to a member  
8 of the employee's immediate family.

9       *Section 3.* Regular part-time employees shall be entitled to bereavement leave in the same  
10 proportion as the number of hours worked is to the number of hours scheduled for a full-time  
11 position.  
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ARTICLE XI: MEDICAL, DENTAL AND LIFE PLAN

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

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2 **ARTICLE XII: GRIEVANCE PROCEDURE**

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

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

9 *Section 1. Definition.* A grievance shall be defined as an alleged violation of any terms  
10 of this contract to include wages, hours and working conditions.

11 *Section 2.*

12 *Step 1.* A grievance shall be presented in writing by the aggrieved employee (and his/her  
13 selected representative if the employee wishes) within ten (10) working days of  
14 the occurrence of such grievance to the employee's immediate supervisor. The  
15 immediate supervisor shall gain all relevant facts and shall attempt to adjust the  
16 matter and notify the employee within five (5) working days. If a grievance is not  
17 pursued to the next level within five (5) working days, it shall be presumed  
18 resolved.

19 *Step 2.* If after thorough discussion with the immediate supervisor the grievance has not  
20 been satisfactorily resolved, the employee and his/her representative shall then  
21 present the grievance to the Director for investigation, discussion, and written  
22 reply. The Director shall make a written decision available to the aggrieved  
23 employee and her/his representative within ten (10) working days. If the  
24 grievance is not pursued to the next higher level within five (5) working days, it  
25 shall be presumed resolved.

26 *Step 3.* If after thorough evaluation, the decision of the Department Director has not  
27 resolved the grievance to the satisfaction of the employee, the grievance shall be  
28 presented to a joint committee representing the County and the Association. Said  
committee shall consist of equal representation for the Association and for the  
County with a maximum of two for each side. This committee shall attempt to  
resolve the grievance within ten (10) working days. It shall notify the parties of  
its decision in writing. (Refer to Article V, Section 1 (b), for alternate option  
beyond this step.)

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3 *Step 4.* Should this committee be unable to agree, either party may request arbitration  
4 within thirty (30) days by written notification to the Director or the Association  
5 representative, and must specify the exact question which it wishes arbitrated, or  
6 alternatively may appeal through the Administrative Procedures and Rules for the  
7 Career Service to the Personnel Board. Selection of one procedure will preclude  
8 access to the other. Should arbitration be chosen, the committee shall then select  
9 a third disinterested party to serve as an arbitrator. In the event that the parties are  
10 unable to agree upon an arbitrator, then the arbitrator shall be selected from a  
11 panel of seven arbitrators furnished by the American Arbitration Association.  
12 Alternatively, with the agreement of both parties, the Public Employment  
13 Relations Commission may be requested to provide an arbitrator. The arbitrator  
14 will be selected from the list by both the department representative and the  
15 Association, each alternately striking a name from the list until only one remains.  
16 The arbitrator, under voluntary labor arbitration rules of the American Arbitration  
17 Association, shall be asked to render a decision promptly and the decision of the  
18 arbitrator shall be final and binding on both parties.

19  
20 The arbitrator shall have no power to change, alter, detract from or add to the  
21 provisions of this Agreement in reaching a decision.

22  
23 The arbitrator's fee and expenses and any court reporter's fee and expenses shall  
24 be borne by both parties.

25  
26 No matter may be arbitrated which the County, by law, has no authority over, has  
27 no authority to change, or has been delegated to any civil service commission or  
28 personnel board, as defined in Chapter 108, Extraordinary Session, 1967, Laws of  
the State of Washington.

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

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

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2 ARTICLE XIII: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

**Section 6.** The County and the Association agree that continuous upgrading of employee  
skills and knowledge is beneficial to providing quality health care services to the public.  
Therefore, employees covered by this Agreement are encouraged to take advantage of  
opportunities available for continuing study and self-improvement. To this end, it shall be a



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1 policy of the County, where feasible and at the discretion of the department head, to allow  
2 employees covered by this Agreement time off, with or without pay and with or without related  
3 expenses, to attend professional and/or educational meetings and conferences, and to participate  
4 in programs and assignments outside of the facility that serve to upgrade knowledge and skills.

5 *Section 7.* There will be no compensation for study time related to participation in  
6 activities set forth in Sections 5 and 6, unless so required by the provisions of the FLSA.  
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1 ARTICLE XV: POSITION OPENINGS  
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3       *Section 1.* Openings in new and existing classifications covered by this agreement shall  
4 be filled according to the Personnel Guidelines.

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

11       *Section 3.* Hiring decisions resulting from the process described in Section 1 of this  
12 Article shall be the sole province of management and as such are not grievable under the terms of  
13 this Agreement.  
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1 **ARTICLE XVI: REDUCTION IN FORCE**  
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3 *Section 1.* Employees selected for lay off as a result of reduction of work and/or a  
4 shortage of funds shall be laid off according to seniority in classification (see Addendum A).

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

- 8 a. That at least a six-month probation period was satisfactorily completed; and,  
9 b. The demonstrated job performance in the former classification was at an acceptable  
10 standard.

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

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

20 *Section 5.* At least two weeks notice shall be given employees to be laid off according to  
21 Article XIV, Section 2.

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

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

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

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

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

- 16       a. Discharge  
17       b. Suspension or other disciplinary action as may be applicable to such employee.
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1 ARTICLE XVIII: TIME, SPACE AND PROPERTY

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

8 Management space and facilities may be used by the Union for the purpose of holding  
9 meetings subject to the established policies governing the use of institutional facilities.  
10 Management supplies and equipment shall not be used in performing any function related to the  
11 activities of the Union.

1 ARTICLE XIX: WAGE RATES

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

5 *Section 2.* New employees may be hired up to Step 4 of the salary range upon approval of  
6 the King County Personnel Manager based upon the nurse's previous relative nursing experience.  
7 All employees shall serve a probationary period in accordance with the Personnel Guidelines.  
8 Employees hired at Step 1 will advance to Step 2 after successful completion of the probationary  
9 period. Advancement after Step 2 to the next higher step shall occur annually thereafter,  
10 provided performance is satisfactory. Step advancement may be denied upon serving written  
11 notice to the employee specifying the reason(s) therefor. The employee, if denied a step  
12 increase, shall be evaluated at no less than monthly intervals until such time as the employee's  
13 performance becomes satisfactory or the individual is terminated. At such time as the  
14 employee's performance becomes satisfactory, the previously denied step increase shall become  
15 effective from the first of the pay period following attainment of a satisfactory evaluation. The  
16 date on which an employee would be entitled to a future step increase will not be affected by the  
17 foregoing action.

18 *Section 3.* During the period January 1, 1995 through December 31, 1997 wages shall be  
19 determined as follows:

- 20 a. Registered Nurses shall be paid the same hourly rates, inclusive of any premium, as  
21 Registered Nurses assigned to the jail Health Clinic.
- 22 b. Per Diem Registered Nurses shall be paid at the same salary step or hourly rate as Per  
23 Diem Registered Nurses in the jail Health Clinic.
- 24 c. Licensed Practical Nurses shall be paid the same hourly rates, inclusive of any  
25 premium, as Licensed Practical Nurses assigned to the jail Health Clinic.
- 26 d. Per Diem Licensed Practical Nurses shall be paid at the same salary step or hourly rate  
27 as Per Diem Licensed Practical Nurses in the jail Health Clinic.

28 *Section 6. Shift Differentials.*

A bargaining unit employee scheduled to work not less than four (4) hours of his/her  
work shift during the evening (swing) shift or night (graveyard) shift, shall receive the same shift  
differentials provided to Registered Nurses in the Jail Health Clinic.

1 **11612**

2 b. The above shift differential shall apply to time worked as opposed to time off with pay  
3 and therefore, for example, the differential shall not apply to sick leave, vacation,  
4 holiday pay, funeral leave, etc. In overtime situations, overtime pay shall be computed  
5 from the employee's regular straight-time rate of pay; provided, however, whenever an  
6 employee in the bargaining unit works four (4) or more consecutive hours overtime  
7 between the hours of 3:00 p.m. and 7:00 a.m., he/she shall receive the overtime rate of  
8 pay plus the applicable shift differential for those hours worked during the differential  
9 period. Thus, a day shift employee who works four (4) hours overtime during the  
10 swing shift period shall receive the additional differential for those four (4) hours. A  
11 swing shift employee who works four (4) or more hours overtime during the graveyard  
12 period shall receive the additional differential for such overtime work. A graveyard  
13 employee who works four (4) or more hours overtime during the day shift period shall  
14 not be entitled to any differential pay for such day shift work.

15 **Section 7. Weekend Premium.**

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

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

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

**Section 9.** Qualified employees assigned by written direction of the Director or designee  
to perform the full responsibilities of a higher-level position shall be compensated at the rate of  
the higher-level position for all time so spent in excess of twenty-two (22) working days in a  
calendar year. This provision shall not apply to assignments given as part of a planned training

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program nor to intermittent substitution of one or two days duration. Assumption of full responsibility shall normally require performance for a minimum of three (3) consecutive days in each creditable instance.



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1 ARTICLE XX: SAVINGS CLAUSE

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

This Agreement and each of its provisions shall become effective January 1, 1995 and shall continue in full force and effect through December 31, 1997.

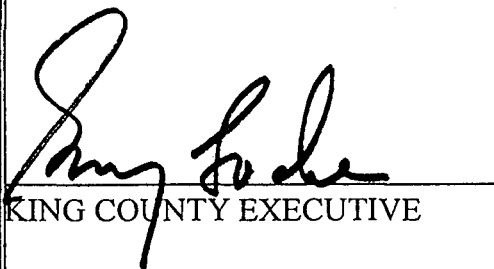
Contract negotiations for 1997 may be initiated by either party providing to the other written notice of its intention to do so not less than thirty (30) days prior to September 1, 1997.

APPROVED this 2<sup>nd</sup> day of Nov 1994

SIGNATORY ORGANIZATION:



Washington State Nurses Association

  
KING COUNTY EXECUTIVE

300:C-WSNA94

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**Memorandum of Understanding  
by and between  
the Washington State Nurses Association  
and  
Department of Youth Services, King County**

RE: Interim Agreement

The purpose of this Memorandum of Understanding (MOU) shall be to set forth wages for the interim period of January 1, 1991 through December 31, 1994.

**1. Wages**

The parties mutually agree that wages shall be increased to the attached wage rates effective July 1, 1994.

In addition, part-time and per diem employees shall receive the sum of \$500 for each year between the preceding collective bargaining agreement, and the commencement of the new agreement, i.e., January 1, 1992 through December 31, 1994, if wages are currently at 1991 levels. If wages are currently above those negotiated for 1994, as set forth in the attachment to this MOU, incumbents' wages shall be red-circled and shall receive no retroactive payment.

**2. Grievance Procedure**

The County agrees to honor the grievance procedure during the term of this interim MOU.

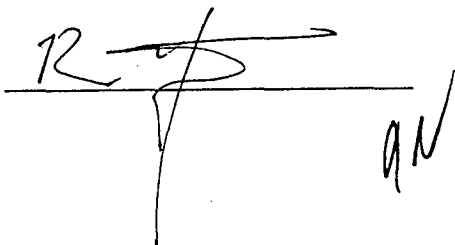
**3. Duration**

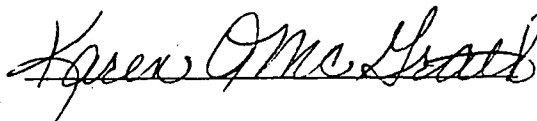
This MOU shall be in effect July 1, 1994 through December 31, 1994.

Agreed: This 2nd day of Nov, 1994.

For the County:

For the Association:

  
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**Memorandum of Understanding  
by and between  
the Washington State Nurses Association  
and  
Department of Youth Services, King County**

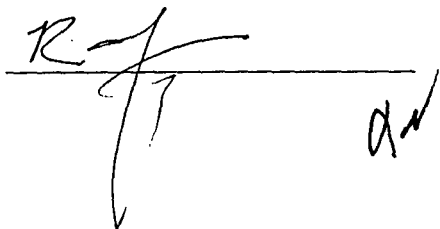
**RE: 1994 Negotiations**

It shall be acknowledged between the parties that during the 1993-1994 negotiations, the Association traded full retroactivity for regular, full-time employees in order to retain the 5/4 schedule.

Agreed: This 3rd day of Nov, 1994.

For the County:

For the Association:





WSNA  
DYS  
1994 WAGE AGREEMENT

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	1991 RN	1992 RN	1993 RN	1994 RN (2.5%)
Step 1 0-6 m	\$14.77	\$15.36	\$15.98	\$16.38
Step 2 7-18m	\$15.30	\$15.91	\$16.55	\$16.96
Step 3 19-30m	\$15.86	\$16.49	\$17.15	\$17.58
Step 4 31-42m	\$16.49	\$17.15	\$17.84	\$18.29
Step 5 43-54m	\$17.13	\$17.81	\$18.52	\$18.98
Step 6 55-66m	\$17.74	\$18.45	\$19.18	\$19.66
Step 7 67-78m	\$18.27	\$19.01	\$19.77	\$20.26
Step 8 79-90m	\$18.90	\$19.65	\$20.44	\$20.95
Step 9 91-102m	\$19.52	\$20.30	\$21.11	\$21.64
Step 10 103-114m	\$20.20	\$21.01	\$21.85	\$22.40
Step 11 115-126m	\$20.91	\$21.75	\$22.62	\$23.19
Step 12 127 + m			\$23.41	\$24.00

	1991 LPN	1992 LPN	1993 LPN	1994 LPN
Step 1 0-6 m	10.5022	\$10.80	\$11.97	\$12.27
Step 2 7-18m	10.7646	\$11.06	\$12.27	\$12.58
Step 3 19-30m	11.0338	\$11.34	\$12.58	\$12.89
Step 4 31-42m	11.3096	\$11.63	\$12.90	\$13.22
Step 5 43-54m	11.5924	\$11.92	\$13.21	\$13.54
Step 6 55-66m	11.8822	\$12.21	\$13.54	\$13.88
Step 7 67-78m	12.1792	\$12.52	\$13.88	\$14.23
Step 8 79-90m	12.4837	\$12.83	\$14.23	\$14.59
Step 9 91-102m	12.7958	\$13.15	\$14.59	\$14.95
Step 10 103-114m	13.1157	\$13.48	\$14.96	\$15.33
Step 11 115-126m	13.4436	\$13.82	\$15.33	\$15.71

Per Diem employees shall be paid at step 5  
of the above listed salary rates

Ordinance/Motion No. \_\_\_\_\_

Title: Collective Bargaining Agreement - Washington State Nurses Association (DYS)

Affected Agency and/or Agencies: Department of Youth Services

Note Prepared by: Nancy Buonanno, Labor Negotiator, OHRM

Note Reviewed by: Craig Soper, Budget Supervisor *Rgt for NBG  
Craig Soper 11/8/94*

\*\*\*\*\*

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund Title	Code	Revenue Source	1st Year	2nd Year	3rd Year	4th Year
Total						

Expenditures from:

Fund Title	Code	Department	1994 1st Year	1995 2nd Year	1996 3rd Year	1997 4th Year
Current Expense	10	DYS	12,138	6,415	5,534	5,669
<b>TOTAL</b>			<b>12,138</b>	<b>6,415</b>	<b>5,534</b>	<b>5,669</b>

Expenditure by Categories:

	1994	1995	1996	1997
Salaries & Benefits	12,138	6,415	5,534	5,669
Supplies & Services				
Capital Outlay				
Other				
<b>TOTAL</b>	<b>12,138</b>	<b>6,415</b>	<b>5,534</b>	<b>5,669</b>

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FISCAL NOTE

Ordinance/Motion Title: Collective Bargaining Agreement - WSNA

Affected Agency/Agencies: DYS

REVENUE IMPACT:

Was revenue estimate included in current years budget? N/A

Assumptions used in estimate revenue impact include:

Expenditure Impact:

Was expenditure anticipated in current years budget? YES

Assumptions used in estimating expenditure include:

1. PERS = 7.58%
2. FICA = 7.65%
3. Cost Increases reflected are non-cumulative
4. Wage Increases  
July 1, 1994 = 10.5%  
January 1, 1995 = 90% of CPI-W, All Cities, September to September, Estimate 2.7%  
January 1, 1996 = 90% of CPI-W, All Cities, September to September, Estimate 3%  
January 1, 1997 = Tied to increases of Jail Health Nurses
5. Shift differential increases

Swing	January 1, 1995 = 33.3%
Graveyard	January 1, 1995 = 8.33%
Weekend	January 1, 1995 = 33.3%
6. FTE Count = 4.0

FISCALB.XLS													
FUND = 10													
REGULAR EMPLOYEES													
2.70% Est = 3% est = 3%													
EE Name	Job Class	% of Full-Time	Current Hourly Rate	New Rate eff 7/1/94	% increase	Costs- of Increase in 1994	New Rates, 1995	Annual Costs- 1995 over 94 base	New Rates, 1996	1996 Costs over 1995 base	New Rates, 1997	1997 costs over 1996 base	total 4 yr costs
Berg, Rene	RN	1	18.5451	20.26	9.25%	1783.50	20.80702	1137.80	21.43	1298.36	22.07	1337.31	
Andrus, Boni	RN	1	13.2900	16.38	23.25%	3213.60	16.82226	919.90	17.33	1049.71	17.85	1081.20	
Veil, Charlotte	RN	0.5	14.7700	16.38	10.90%	837.20	16.82226	459.95	17.33	524.85	17.85	540.60	
Tolman, Christine	LPN	1	11.3100	13.22	16.89%	1986.40	13.57694	742.44	13.98	847.20	14.40	872.62	
Vacant	LPN	0.5	11.3100	13.22	16.89%	993.20	13.57694	371.22	13.98	423.60	14.40	436.31	
						8813.90		3631.31		4143.72		4268.03	20856.96
PER DIEM EMPLOYEES													
EE Name	Job Class	% of Full-Time	Current Hourly Rate	w/per diem premium	% increase *	Annualized Cost-1994	Per Diem holiday @1/2	New Rates, 1995	Estimated annualized costs	New Rates, 1996	Est. annualized costs, 1996	New rates, 1997	Est. annualized costs, 1997
Magnuson, Isabelle	RN	n/a	20.8678	23.9980	0	0	575.95	20.8678	0.00	20.8678	0.00	20.8678	0.00
Coleman, Kay	RN	n/a	19.5000	19.5000	0	0	468.00	19.5494	18.97	20.13588	225.21	20.74	231.97
Corbett, Tim	RN	n/a	19.5000	19.5000	0	0	468.00	19.5494	18.97	20.13588	225.21	20.74	231.97
Bernstein, Joey	RN	n/a	19.6020	19.6020	0	0	470.45	19.6020	0.00	20.13588	205.01	20.74	231.97
					*y-rated		1982.40		37.94		655.43		695.90
Costs associated w/shift differential increase, 1995 =				2190									
PM													
1.5	2												
4380	5840	1460											
Graveyard													
3	3.25												
8760	9490	730											
		2190											



