



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 15, 2004

Ordinance 15066

Proposed No. 2004-0505.1

Sponsors Patterson and Phillips

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement negotiated by and between
3 King County and Washington State Nurses Association
4 representing supervisory and management employees in the
5 department of public health; and establishing the effective
6 date of said agreement.

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The memorandum of agreement negotiated between King County
11 and Washington State Nurses Association representing supervisory and management
12 employees in the department of public health and attached hereto is hereby approved and
13 adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall run concurrently with
15 the Supervisor Unit agreement through and including December 31, 2004.

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Ordinance 15066 was introduced on 10/25/2004 and passed by the Metropolitan King
County Council on 11/15/2004, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Pelz, Mr. McKenna, Mr. Ferguson, Mr. Gossett, Ms. Hague, Mr. Irons, Ms.
Patterson and Mr. Constantine
No: 0
Excused: 1 - Mr. Hammond

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of November, 2004.



Ron Sims, County Executive

RECEIVED
2004 NOV 19 PM 1:54
CLERK
KING COUNTY COUNCIL

Attachments A. Memorandum of Agreement by and between King County and Washington State
Nurses Association Representing Nurse Managers in Seattle-King County Public
Health

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING NURSE MANAGERS IN
SEATTLE-KING COUNTY PUBLIC HEALTH

The parties, King County (hereinafter the County) and Washington State Nurses Association (hereinafter the Association) agree that the collective bargaining agreement between the parties, covering Assistant Personal Health Services Supervisors and Personal Health Services Supervisors represented by the Association and employed by Seattle-King County Public Health, shall also be the agreement covering Nurse Managers represented by the Association and employed by Seattle-King County Public Health. All of the terms and conditions of the Seattle-King County Public Health collective bargaining agreement will apply to Nurse Managers, except as set forth in this Memorandum of Agreement.

PART A. EXCEPTIONS

The following provisions of the collective bargaining agreement in effect between the Association and the County do not apply to Nurse Managers.

ARTICLE 7: JOB TITLES AND RATES OF PAY

Section 1. Wage Rates.

Section 3. Salary Step Placement for Transfer.

Section 4. Salary upon Reclassification or Promotion.

Section 8. Standby Duty.

Section 11. Shift Differentials.

Section 12. Jail Premium.

Section 13. Weekend Premium.

Section 14. Longevity Premium.

Section 15.

ARTICLE 8: VACATIONS**Section 6.****ARTICLE 9: HOLIDAYS****Section 4. Holiday Premium Pay****Section 6. Holiday Pay for Employees on Alternative Work Schedules.****ARTICLE 13: HOURS OF WORK AND OVERTIME****ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/REHIRES****Section 3.****PART B. SPECIAL PROVISIONS FOR NURSE MANAGERS**

The following provisions apply only to Nurse Managers.

B.1 JOB TITLES AND RATES OF PAY

Section B.1.1. Effective Date of Pay Adjustment. The pay adjustments associated with implementing the new classification specification of Nurse Manager and pay range set forth in attached Appendix A shall be effective within thirty (30) days after enactment of the ordinance approving this Memorandum of Agreement.

Section B.1.2. New King County Pay Range. The parties agree that the new classification specification of Nurse Manager shall be compensated at the established pay range negotiated by and between the parties as listed in Appendix A to this Memorandum of Agreement. The pay range provides compensation for all duties. To the extent an individual previously received premium pay or special duty pay for the performance of duties which are included in the new classification, such duties are fully compensated by the range identified in Appendix A and no additional premium or special duty pay will be provided for the performance of such duties.

Section B.1.3. Step Placement. Upon implementation of this Memorandum of Agreement, employees shall be placed on the new pay range in a manner that does not constitute a decrease over their current annualized salary. The current annualized salary for existing employees shall be calculated to include COLA increases effective for 2004 and longevity increases which were or but for this memorandum would have been effective in 2004. Employees who after implementation of this agreement are promoted into Nurse Manager positions from other bargaining unit positions shall be placed on the new pay range in the first step which is nearest to but not less than two steps more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new salary range.

Section B.1.4. Merit Pay Plan Eligibility. Employees who were eligible for merit pay step increases pursuant to the King County Merit Pay Plan prior to their placement on the new pay range shall retain their eligibility for merit pay step increases pursuant to the merit pay plan through the duration of this Memorandum of Agreement.

Section B.1.5. Salary Y-rating (Freezing). Employees whose current base rate of pay exceeds the top step of the new range bargained for their classification shall be y-rated at their current base rate of pay until such time as new pay rates associated with their classification are negotiated.

B.2 HOURS OF WORK AND OVERTIME

Section B.2.1. FLSA Exempt. Employees allocated to the classification of Nurse Manager are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and are not overtime eligible.

Section B.2.2. Executive Leave. Employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-1).

B.3 REDUCTION-IN-FORCE/LAYOFF/REHIRES

Section B.3.1. Layoff. An incumbent employee in a position to be eliminated shall be notified at least thirty days prior to the effective date. The notice will include information about the options provided in this Section. A copy of the notice will be provided to the Association. The employee shall be allowed fourteen calendar days to elect one of the following options:

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

Section B.3.2. Bumping. A Nurse Manager slated for lay off may displace (bump) the least senior employee in the classification of Nurse Manager, provided the employee is qualified for the position. A Nurse Manager may bump the least senior employee in the Supervisor job class of Assistant Personal Health Services Supervisors and Personal Health Services Supervisors, provided the Nurse Manager, 1) the employee has completed a probationary period in that classification, 2) the employee has the required qualifications for the position, 3) the employee has greater seniority than the least senior employee in that job class, 4) there is no position in this bargaining unit into which the employee can bump and 5) there is no more than a two year break in service between the last work day in a Supervising Nurse career service position, and the first work day in a career service position covered by this Memorandum of Agreement. For purposes of bumping into the Assistant Personal Health Services Supervisors and Personal Health Services Supervisors positions, seniority shall be as defined in the Assistant

Personal Health Services Supervisors and Personal Health Services Supervisors bargaining unit collective bargaining agreement, and as attained by the employee on his/her last work day in a Supervising Nurse career service position.

PART C. EFFECTIVE DATE AND DURATION

Section C.1.1. Effective Date and Duration. The effective date of this Memorandum of Agreement and its provisions is the date it is ratified by ordinance by the King County Council. This Memorandum of Agreement is part of and runs concurrently with the Seattle-King County Public Health – Supervisors Agreement.

APPROVED this _____ day of _____, 2004

By _____

King County Executive

SIGNATORY ORGANIZATION:

WASHINGTON STATE NURSES ASSOCIATION

Binder: 320

Union Code: WSNAD
R3A

Appendix A
Washington State Nurses Association
Supervisors Unit
Department of Public Health

Class Code	MSA Code	PeopleSoft Code	New Class Title	Range*
3319100	8093	332901	Nurse Manager	70
* For rates, please refer to the King County Squared Salary Table				