

AGREEMENT

Between

SNOHOMISH HEALTH DISTRICT

and

~~PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17~~ PROTEC17
Environmental Health Unit

Effective

~~January 1~~ June 8, 2018 2021 – December 31, ~~2020~~ 2022

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This AGREEMENT is made and entered into this day between the SNOHOMISH HEALTH DISTRICT, a municipal corporation existing under the laws of the State of Washington, hereinafter called the “District,” and the PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17, hereinafter called the “Union.”

1. DISCRIMINATION

1.1 Discrimination.

In recognition of both legal and ethical obligations to afford equal employment opportunity, Snohomish Health District, as a governmental agency and employer, reaffirms its policy that employment decisions and conditions shall not be based directly or indirectly upon a person’s race, color, religion, national origin, sex, political affiliations, marital status, physical disability, sexual orientation or age except where specific age, sex or physical requirements constitute a bona fide occupational necessity. This policy applies to all areas of employment and to relations with employees including recruitment, appointment, compensation, promotion, disciplinary measures, layoffs, terminations and other terms and conditions of employment.

2. DEFINITIONS

For purposes of this Agreement, the following definitions shall control:

2.1 Employee Representatives.

Two members of the employee unit certified to the District by the bargaining representative.

2.2 Full-time Employee.

An employee regularly scheduled to work 40 hours per week.

2.3 Part time Employee.

An employee regularly scheduled to work less than 40 hours per week.

2.4 Employee/Regular.

An employee who has successfully completed the equivalent of 9 months of full-time compensated hours as a trial service employee.

2.5 Initial Trial Service Period.

The first 9 months of employment, during which an employee will be required to demonstrate suitability for the position. Nine (9) months is defined as 9 months of full-time work or the equivalent of 9 months of full-time work. The trial service period will be extended by the number of months during which credit is not earned due to nonpaid leave of 50% or more of the regularly scheduled working days of the month.

2.6 Promotional Trial Service Period.

The six (6) months following a promotion to a new position, during which the employee will be required to demonstrate suitability for the new position. Six (6) months is defined as 6 months of full-time work or the equivalent of 6 months of full-time work. The trial service period will be extended by the number of months during which credit is not earned due to nonpaid leave of 50% or more of the regularly scheduled working days of the month.

2.7 Employee Temporary.

An employee hired to meet transient needs of the District with the understanding that employment will be terminated when the District determines the need for temporary help is over. Such employees are not covered by collective bargaining agreements and are not eligible for insurance or leave benefits. A temporary employee may not be employed by the District for more than 1,040 hours in a consecutive nine month period without at least a break in service of three consecutive months.

2.8 Domestic Partner.

A domestic partnership is composed of two unmarried persons who are living together in a committed family relationship. They reside together and share the common necessities of life and are not married to anyone else. Both parties are over the age of 18 years and are mentally competent to consent to contract. An employee in a domestic partnership at the time of his/her original appointment may have the domestic partnership recognized by the District by completing and submitting to the District an affidavit signed by both partners within 30 days of the employee's first day of employment. New domestic partnerships will be recognized by the District three months following receipt of a completed affidavit. In the event of separation, the employee will so notify the District. An affidavit documenting a new relationship will not be accepted by the District for one month following notice of separation.

2.9 Position Classification.

Individual positions, or sets of duties performed by a given employee, shall be allocated to a Position Classification. Position Classifications are written statements setting forth the definition, typical duties, and minimum qualifications for positions sharing common characteristics. Position Classifications will be used by the District as a guide in assigning, directing, and supervising the work of employees. Such Classifications are recognized as being descriptive in nature and the use of a particular illustration as to duties shall not be held to exclude others not mentioned but which are of a similar nature. Position Classifications are used for setting the pay levels of duties assigned thereto and are enumerated in Addendum A of this Agreement.

2.10 Full-Time Equivalent (FTE), Part-Time Employees, and Service Credit Calculation.

Full-Time Equivalent (FTE) is the proportion of full-time an employee is regularly scheduled to work. FTE is computed by dividing regularly scheduled weekly hours by 40 (full-time = $40/40 = 1.00$ FTE; half-time = $20/40 = .50$ FTE; 24 hours per week (3 days per week @ 8 hours) = $24/40 = .60$ FTE).

Certain benefits are based on an employee's years of service with the District, multiplied by their monthly FTE status. This calculation is referred to as the employee's "service credits." For full-time employees, this calculation is straight-forward. For example, a full-time employee with 12 months of continuous service will receive 12 service credits (12 months times 1.0 FTE), while an employee with 10 years of continuous full-time employment would have 120 service credits (12 months times 1.0 FTE).

The calculation for employees that are less than full-time shall be calculated on a *pro rata* basis using monthly FTE. When the sum of the monthly FTE equals 12, it is the equivalent of one continuous year of full-time service. For example, if an employee works six (6) months at .80 FTE (4.8), and six (6) months at .40 FTE (2.4), and eight (8) months at .60 FTE (4.8) the total is 12 ($4.8+2.4+4.8=12$), or 12 service credits (equivalent to one (1) full-time year of service).

2.11 Full-time Equivalent (FTE) Variations.

When an employee works .2 FTE more than regularly scheduled for more than 50 percent of the working days of the month, the employee will earn credit for the increased FTE for said month.

2.12 Appointment/Original.

The beginning date of a current period of continuous appointment in any one or sequence of positions.

2.13 Appointment/Promotional.

Appointment of an employee to a job in a different position classification having a higher salary schedule.

3. ASSOCIATION OR UNION MEMBERSHIP

3.1 Employee Organizations Recognized.

The District has recognized the Union as the sole and exclusive bargaining representative for all full-time and part-time employees employed in the Classifications which are listed in Addendum A of this Agreement.

3.2 Union Membership.

~~Members of the bargaining unit shall become members of the Union by the first of the month following completion of a full month's service and shall thereafter tender dues uniformly required as a condition of membership. Employees who, because of bona fide religious tenets or teaching of a church or religious body of which such employee is a member, do not wish to join the Union shall pay an amount equivalent to regular Union dues and intake fee to a non-religious charity mutually agreed upon by the employee affected and the Union. If an employee for any other reason does not wish to be a member of the Union, that employee shall pay to the Union an agency fee equal to the regular Union dues and intake fees. The District will inform all prospective employees of the requirements of this section. Employees who fail to comply with these requirements will be discharged by the District within 30 days after receipt of written notice to the District from the Union. The Union shall indemnify, defend and hold harmless the District from any and all claims, demands, suits or other forms of liability that may arise against the District for or on account of any of the provisions of this Article.~~

All employees in the bargaining unit shall have the option to become members of the Union.

3.3 Union Dues/Payroll Deduction.

The District shall, for the duration of this Agreement, deduct regular periodic Union dues ~~and agency fees~~ from the paycheck of each employee who ~~certified in writing authorization for such deduction upon such form as may be approved by the District from time to time~~ has authorized the withholding of such dues in a form determined by the Union. The District will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union that an employee has authorized dues deduction. Funds so deducted shall be remitted by the District to such officer or agent of the Union as the agent shall, in writing, designate.

3.4 Union Dues/Cancellation.

Employees may cancel their dues deduction by written notice to the Union in accordance with the terms and conditions of their dues authorization. The Union will provide timely written notice to the District of the cancellation of dues authorization by an employee. Dues deduction will end not later than the second payroll after the District's receipt of notice of cancellation from the Union.

3.5 Union Activities.

Any employee who requests time-off for association or union activities-, including shop steward training, in addition to regular time-off may be granted such request if such time-off will not inconvenience the operations of the District or increase thereby its operating expenses; PROVIDED, further, that such employee shall receive no compensation from the District for such time-off. During contract negotiations two employee representatives will join with the employee bargaining representative in all phases of negotiations without loss of compensation to any employee.

3.6 Personnel Records.

3.6.1 Review of Personnel Records. Upon the request of any employee or a bargaining representative having written authorization from the employee, that employee's personnel file(s) will be made available for review by the employee and/or bargaining representative. Records shall be reviewed in private in the administrative offices of the District. Personnel records will be interpreted to mean the usual personnel records maintained for each employee including, but not limited to, the following: application form, references or copies of credentials, personnel leave records, leave request forms, retirement system forms, notices to individual employees concerning change in status, salary or other notices written to individual employees, and other such similar information. References or other records collected concerning employees will either be made available or destroyed upon receipt. Employees will receive copies of personnel action forms specifying conditions of hiring, change in status, pay or leave of absence. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel files.

3.6.2 Public Records Requests. When documents contained in an employee's official personnel file are subject to a public disclosure request under RCW 42.17, the Employer shall notify the affected employee(s) and permit the employee with a minimum of seventy-two (72) hours in which to seek an injunction preventing disclosure of the requested documents.

3.7 Union Notification.

The District will provide written notice to the Union membership coordinator of employees newly added to the bargaining unit. Notice will be provided on the 1st or the 15th of the month, whichever date occurs sooner after the employee's addition. The notice will include the following information about the employee:

3.7.1 First and last name;

3.7.2 Home address;

3.7.3 Home phone number;

3.7.4 Work e-mail address;

3.7.5 Job Classification;

3.7.6 Division;

3.7.7 Program;

3.7.8 Date of hire;

3.7.9 Exempt or non-exempt status;

3.7.10 Pay range and step; and

3.7.11 FTE status.

3.8 Union Introduction.

Within ninety (90) days of an employee newly joining the bargaining unit, the District will permit a Union representative, shop steward, officer or other individual designated by the Union to meet with the employee for thirty (30) minutes to discuss the Agreement and Union representation under the Agreement. The meeting will occur during the new employee's work time, and the Union designee will be allowed to participate in the meeting without loss of pay. All such meetings must be scheduled in advance with new employee's supervisor, and with notice to Human Resources. The request to meet will not be unreasonably denied.

4. MANAGEMENT RIGHTS

4.1 Management Rights.

The District retains the right and obligation in accordance with said applicable laws of the State of Washington and said applicable rules and regulations of the Washington State Board of Health to:

4.1.1 Direct employees covered by this Agreement, including the right to hire, promote, transfer, discharge or discipline for proper cause and to maintain discipline and efficiency of the employees of the District;

4.1.2 Relieve employees from duty because of lack of work, or other legitimate reasons; or to increase employment for the convenience of the government to meet or satisfy any emergency, catastrophe or public responsibility vested in the District by applicable laws of the State of Washington or the rules and regulations of the Washington State Board of Health;

4.1.3 Determine the method, technological means and number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the work to be performed, the location of the work, the methods and processes involved therein.

4.1.4 Determine the District's mission, policies, and to set forth all standards of service offered to the Public. Plan, direct, control and determine the operations or services to be conducted by employees of the District.

4.2 Discrimination/ Union Membership.

In the discharge of these functions and prerogatives, the management of the District shall not discriminate against employees because of membership in or legitimate activity on behalf of the Union.

5. RECRUITMENT AND APPOINTMENT

5.1 Recruitment.

In order to obtain qualified applicants for vacant positions, public notice of job openings shall be given by means of announcements posted ~~on bulletin boards and any other notice as shall be deemed warranted~~ electronically on the District's job opportunities website. In addition, the District will post ~~on the employee bulletin board~~ electronically, for not less than 5 working days prior to filling, notice of positions which will become vacant and/or changes in District policies and regulations which refer to positions which will be filled by the District.

5.2 Appointing Authority.

All appointments shall be made by the Health Administrative Officer or by his/her designee.

5.3 Qualifications for Appointment.

The District recognizes that it is generally of advantage to the District to fill vacancies whenever practicable by the promotion of qualified employees rather than by appointment of other persons. Other qualities being equal, the District will give selection preference in filling vacancies through promotion of qualified employees.

5.4 Background Checks.

The District may perform periodic criminal background checks on employees who, as part of their job duties, have or potentially have unsupervised access to children under sixteen (16) year of age, disabled persons, or vulnerable adults (as those terms are defined in RCW 43.830). For purposes of this section, criminal background checks shall involve only those crimes identified in RCW 43.43.830 and RCW 43.43.832. Employees affected by this provision will be notified in advance of the background check, and will complete required authorization forms or take other necessary steps to allow the District to perform required background checks. All information obtained by the District in response to criminal background checks will be disseminated on a strict need-to-know basis, and will be maintained in employees' confidential files.

5.5 Physical Examinations.

Physical examinations may be required by the District prior to original appointment or prior to advancement to regular status.

5.6 Vaccines/Screenings.

Employees and the District will comply with all Centers for Disease Control recommendations, Federal or Washington State laws and regulations regarding communicable disease and risk exposure, and the District's Personnel Requirements Relating to Communicable Diseases, ~~revised effective November 1, 2001~~, which is incorporated by reference. Prophylactic medications, vaccines and laboratory testing for

immunity required by this provision that are not covered by employees' insurance will be provided without cost to employees. The District will maintain a list of screening and/or vaccines available-applicable to employees.

The District will not discriminate based on the results of such screening or vaccinations, so long as the public health is not placed at risk. Employees refusing prophylactic medications, vaccines or other recommended course of action based on religious or other personal beliefs will be assigned other duties or placed on leave without pay, if necessary in the judgment of the District to protect the public health.

5.7 HIV Exposure.

The District will comply with all Centers for Disease Control recommendations and current Washington State regulations regarding HIV risk and exposure. Any employee exposed to the HIV virus will receive baseline and follow-up studies at no cost.

5.8 Original Appointments/Trial Service.

All original appointments to a regular position shall begin with an initial trial service period so that the District may observe, train, counsel, and aid new employees in learning the duties required and reject any employee whose work performance fails to meet required work standards. An employee so hired will automatically acquire regular status at the conclusion of the initial trial service period.

5.9 Temporary and/or Emergency Appointments.

When required, appointments will be made on a temporary or emergency basis. Such employment will be short-term in nature and persons employed under such terms will not advance to regular status. An employee who is officially appointed on a temporary basis to a position having a higher classification than his/her permanent position will be paid at the same step of the higher position's salary schedule for such time as the temporary appointment shall be in effect.

5.10 Reappointment.

A person rehired after a break in employment will undergo a full initial trial service period commencing on the date of reemployment. This section shall not apply to employees returning from a layoff.

5.11 Promotional Appointment/Trial Service Period.

A regular employee who is promoted shall undergo a promotional trial service period in the new level position before acquiring regular status in the new position. If the promotion is rescinded during the period of trial service, the employee shall be given the right to resume the previous position and to receive the salary, which would have been reached by that time, had the promotion not occurred. Such employee's step-increase date will be reestablished as though the promotion had not occurred. The employee will not lose any benefit during a promotional trial service period except that such employee

will not have the right to appeal a rescission of the promotional appointment during the promotional trial service period.

6. POSITION CLASSIFICATIONS.

6.1 Classifications in Effect.

Classification descriptions are those that are in effect at the time of the signing of this agreement or those which have been established or modified by mutual agreement subsequent to that time.

6.2 Position Classification Duties.

The District will make every effort not to assign duties foreign to those set forth in the employee's Position Classification while recognizing that a flexible interpretation is necessary in order to achieve efficient and effective operation. Nothing in this section is to be construed as preventing the District from changing assignments, on a temporary basis, in the event of a bona fide public health emergency.

6.3 Temporary Assignment Outside the Bargaining Unit

Employees who accept a temporary assignment to a position outside of the bargaining unit designated to last six (6) months or less will retain all rights under this Agreement during the term of the temporary assignment, and will return to their original position at the end of the temporary assignment; provided that if an employee's original position is affected by a reduction in force during the term of a temporary assignment, the employee will be permitted to exercise those options provided by Section 14.3 (Reduction-in Force) at the conclusion of the temporary assignment. Nothing in this paragraph will be interpreted to alter the bargaining unit or the positions included within it.

6.4 Position Classification Amendment Reallocation of Position.

Position Classifications may not be changed without the written concurrence of both parties to this Agreement.

6.4.1 When the duties, qualifications, or requirements of a position are changed sufficiently to require a revision of the position description, the position will be reevaluated to determine if substantial change has occurred requiring a reallocation into a different Position Classification. Such reevaluation can be initiated by either the District or the Union. The District will inform the Union in writing of its evaluation results.

6.4.2 If the District wishes to propose revision of an existing Position Classification or establish a new Position Classification, the District shall submit its proposal in writing to the Union, including proposed salary. The Union shall have 30 days after receipt of the District's proposal to request a meeting to discuss the proposed Position Classification and negotiate a salary. The time may be extended by mutual consent. If the Union does not respond within the agreed-

upon time, the District is entitled to implement its proposal. If the Union does respond and request a meeting, such meeting shall take place as soon as practical.

6.4.3 If the parties cannot agree on the appropriate salary for a new or revised classification or the reallocation of a position, the parties shall jointly select an independent classification/compensation specialist to study the position and render a decision concerning the proper placement of the class within the salary system.

6.4.4 If a position is assigned to a lower class, either after application of Section 6.3 or as a result of negotiation of a new Agreement, affected employees will be assigned to the step of the lower class which most closely approximates their current salary. If their current salary exceeds the maximum step of the lower class, they shall retain their current salary. They shall receive one-half of the amount of each negotiated pay increase until the new classification salary equals or exceeds the employee's current salary.

6.4.5 If a position allocation review warrants reallocation to a Position Classification with a higher salary, the provisions of Section 7.15 shall apply. The effective date of the reallocation shall be the date that the District or the Union submits a request in writing for a review of the position.

7. COMPENSATION

7.1 Establishment of Salaries.

Salaries will be determined through the collective bargaining process. Salaries of full-time employees are established on a monthly basis. Part-time employees are paid on an hourly basis. The hourly rate of pay is determined by dividing the full-time salary by 173.33 hours.

7.2 Salary Schedules.

Specific salary schedules for classifications represented by the Union are set forth in Addendum A.

7.3 Calculation of Salary Schedules.

The method of calculating salary schedules will be the same as that utilized in recent years:

7.3.1 The agreed upon overall salary increase for the classification will be applied to the first step of each classification or classification series; the salaries for steps above the first will be determined by increasing each step by five percent (5.0%) above the prior step.

7.3.2 In classification series, the second or third step of the lower range will become the first step of the next higher range.

7.3.3 All calculations will be rounded to the nearest dollar.

7.4 Step System Adopted.

The step system is employed in establishing salaries for regularly budgeted positions.

7.5 Salary Upon Original Appointment.

All original appointments will be to the first step of the appropriate salary schedule unless specific authorization for an exception is approved by the District.

7.6 Classification of Staff Environmental Health Specialists Upon Original Appointment.

7.6.1 A staff environmental health specialist (EHS) will be considered an EHS I at the time of employment if the sanitarian is a graduate without work experience (traineeships or other experience associated with college courses will not be considered work experience), if work experience in a local public health department (or equivalent) is less than 2 years' continuous time on a full-time basis, and if work experience was not related to the specific environmental health duties to which the EHS is to be assigned.

7.6.2 An environmental health specialist (EHS) will be considered an EHS II at the time of employment if the sanitarian has been employed a minimum of 2 years in a local public health department, if such employment has been within the past 5 years, and if the duties performed during such employment were related to the specific environmental health duties to which the EHS is to be assigned. Employment in agencies other than a local public health department may be substituted if the District determines that such employment provided experience of an equivalent nature.

7.6.3 An EHS I will be promoted to EHS II status upon obtainment of RS credentials, with the promotion becoming effective the first calendar month after an employee furnishes proof of the RS credentials to the District.

7.6.4 Environmental health specialists ~~hired after January 1, 1990~~ must be registered sanitarians in order to progress from an EHS I to an EHS II in accordance with Sections 7.6.2 or 7.6.3. All employees in the EHS II classification must maintain their status as a registered sanitarian as a condition of the EHS II classification. Employees are required to submit proof of registered sanitarian status annually. The failure of any EHS II to maintain a registered sanitarian status will result in a demotion to the EHS I classification per Section ~~6.3.4. Any EHS II hired prior to January 1, 1990, who is eligible to take but has not yet passed the required exam to become a registered sanitarian must sit for the exam annually to avoid demotion pursuant to this Section~~ 6.4.4.

7.7 Employee Progression Through Steps.

Each employee will move regularly through each step established for the position subject to change by disciplinary action or leave of absence. On the first of the month nearest 6 months subsequent to an employee's original appointment or promotion, the employee shall advance to the next higher step. The date of such advancement becomes the employee's step-increase date. The employee will advance to each next higher step annually on the step-increase date. Once at the top step an employee does not continue to have a step-increase.

7.8 Establishment of Step Increase Date.

When the original appointment, promotion, or other significant personnel action has occurred between the first and the fifteenth of a month, the step-increase date will be the first of the month. When the original appointment, promotion, or other significant personnel action has occurred between the sixteenth and the end of the month, the step increase date shall be the first of the following month.

7.9 Effect of Nonpaid Leave of Absence/Step-Increase Date.

When an employee is granted nonpaid leave of absence of 50 percent or more of the regularly scheduled working hours in a calendar month, the employee will not earn credit for said month. The date of salary progression shall be adjusted accordingly.

7.10 Part-time Employees.

Part-time employee pay increases will be determined and implemented on the basis of the employee's service credit calculation (see Section 2.10).

7.11 Temporary Part-time Employees.

Temporary part-time employees will be paid an hourly rate as established by the District.

7.12 Compensation for Overtime.

Payment for overtime will be at the rate of one and one-half times the employee's usual rate of pay. Supervisors may grant employees' requests for compensatory time off in lieu of pay, up to a maximum of two hundred and forty (240) hours. Upon mutual agreement, hours within the work week may be flexed to reduce the occurrence of overtime for Fair Labor Standards Act (FLSA) non-exempt employees.

7.13 Promotional Salary Increase.

Promotion is an employee's reassignment to a position having a higher salary schedule. On the date of promotion the employee is entitled to the higher of: (1) the first step of the salary schedule for the new position class; (2) advancement to the step of the new salary schedule which equals one step (approximately 5 percent) more than the previous salary. On the first of the month nearest 6 months following the date of promotion, the employee

progresses again to the next higher step in the salary schedule. This second progression becomes the step-increase date.

7.14 Salary Upon Reemployment.

The salary of an employee who is reemployed and who previously terminated employment through voluntary resignation shall be at the first step of the appropriate salary schedule unless specific authorization for an exception is approved by the District. If the District authorizes reemployment at a step other than the first step, then the employee will not be entitled to progress to the next higher step in 6 months and the step-increase date will be established in 12 months' time.

7.15 Reclassification Upwards.

An employee whose position is reclassified for reasons which do not include a change in duties to a different position class having a higher salary schedule shall move to the lowest step in the higher classification which is at least 5% greater than the former step.

7.16 Longevity Pay.

Additional payment for longevity will be made to eligible employees according to the following schedule:

7.16.1 Additional payment of \$30.00 per month after completion of 120 service credits (equivalent to 10 years of continuous full-time service).

7.16.2 Additional payment of \$30.00 per month (or a total of \$60.00 per month) after completion of 180 service credits (equivalent to 15 years of continuous full-time service).

7.16.3 Additional payment of \$30.00 per month (or a total of \$90.00 per month) after completion of 240 service credits (equivalent to 20 years of continuous full-time service).

7.16.4 Additional payment of \$30.00 per month (or a total of \$120.00 per month) after completion of 300 service credits (equivalent to 25 years of continuous full-time service).

7.17 Payroll Procedures.

Employees will be paid on a bi-monthly payroll system, with pay periods ending on the 15th and the last working day of each month. Employees will submit a signed time card verified electronic record on the last working day of each pay period recording the hours worked during the period. Employees' ~~paychecks~~ will be available paid via direct deposit on the 8th and 23rd of the month. In the event a pay day described in this section falls on a weekend or holiday, ~~paychecks will be available or~~ pay amounts will be directly deposited on the next regular business day. ~~Paychecks will not be released to any person other than the employee unless the employee has provided written authorization to the Business Office.~~

7.18 Bilingual Premium Pay.

Employees who demonstrate, to the satisfaction of the District, the ability to communicate in a foreign language will be eligible to receive an addition to their base salary of fifty (\$50) per month as premium pay. Employees who are certified interpreters in a foreign language by the Department of Health and Human Services will be eligible to receive an addition to their base salary of one hundred (\$100) per month as premium pay. The premiums in this Section will only be paid to those employees assigned to a position for which their particular language skills are a preferred qualification, as determined by the District.

8. HEALTH AND OTHER INSURANCE PLANS

8.1 Eligibility for Insurance Benefits.

8.1.1 Full-Time Employees. Full-time employees will receive the District's full monthly contribution toward the cost of the medical, dental, vision and basic life insurance benefits described below.

8.1.2 Part-Time Employees.

- a) Part-time employees budgeted at less than 0.50 FTE shall not be eligible for the benefits provided in this Article.
- b) Part-time employees budgeted at 0.50 FTE or more shall receive a prorated monthly contribution from the District determined by multiplying the District's monthly contribution toward the benefit costs for full-time employees by the part-time employee's FTE.

8.1.3 Newly Hired Employees. Newly hired employees shall be eligible for medical benefits immediately if their start date is the first day of the month, and the month following the month the employee is placed on the payroll if their start date is after the first of the month. Newly hired employees shall be eligible for dental, vision and basic life insurance benefits the first day of the month following the month the employee is placed on the payroll. Employees will not receive the District's contribution towards benefits until they are eligible for those benefits.

8.2 Insurance.

The District offers medical, dental, vision, and basic life (including AD&D) insurance plans for eligible employees. Each eligible employee shall select medical insurance from the plans available to the District through its participation in the Public Employees Benefits Board (PEBB), and shall select dental, vision and basic life insurance from the plans available to the District through its participation in the Washington Counties Insurance Fund (WCIF). Information regarding current insurance plans and policies can be obtained from the Human Resources Department. Full-time employees may opt out of coverage under the District's medical insurance plans with proof of coverage under another medical insurance plans; part-time employees working .50 FTE or greater may,

but are not required to, elect coverage under the District's medical insurance plans. Eligible employees may elect to cover their dependents under the insurance plans in which they are participating, and may make different choices with respect to dependent coverage under the District's medical insurance and its dental/vision/basic life insurance.

8.3 Payment of Insurance Premiums.

8.3.1 Medical Insurance.

a) Except as provided in paragraph (b) below, each year the District will contribute the following percentages of the "average annual medical insurance costs" for employees and dependents:

Employees – 95%

Employee + Spouse – 90%

Employee + Child(ren) – 90%

Full Family – 85%

b) For employees choosing the least expensive plan for their category of coverage, excluding high-deductible (CDHP) plans, the District shall contribute the following percentages of the "average annual medical insurance costs" for employees and dependents:

Employees – 100%

Employee + Spouse – 90%

Employee + Child(ren) – 90%

Full Family – 90%

c) The "average annual medical insurance costs" will be determined by computing the average cost of the medical plans offered by the District's provider in Snohomish County that are not high-deductible plans (CDHPs) for each category of coverage (i.e., employee, employee + spouse, employee + child(ren), full family). The "least expensive plan" will be determined from the list of plans used in calculating the average medical insurance costs.

d) In the event that the District's insurance provider adds, drops or substantially reduces the benefits of one or more plans in Snohomish County, or substantially reduces the benefits provided by the least expensive plan offered in Snohomish County, the Union may reopen the

Agreement for the sole purpose of bargaining over the impact of that change on the formulas contained in this section.

8.3.2 Dental and Vision.

- a) Each year, the District will contribute the following percentages of the “average annual costs” of the insurance package consisting of dental and vision insurance for employees and dependents:

Employees – 95%

Employee + Dependent(s) – 90%

- b) The “average annual costs” of the dental and vision insurance package will be determined by computing the average cost of the dental plans available to the employee, and adding that average cost to the vision.

- c) In the event a full-time employee or an employee budgeted at .50 FTE or greater employee opts out of the District’s medical insurance plan but still wishes to have dental/vision/basic life insurance, the District will pay the full cost of the employee’s dental/vision/basic life insurance, and if applicable, his/her dependents’ dental and vision coverage.

8.3.3 Employees are responsible for paying through payroll deduction the difference between the District’s contribution and the cost of the plan/options they choose.

8.3.4 The District provides full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week basic life and AD&D insurance coverage (with benefits valued at 1 x an employee’s annual salary). The District pays 100% of the insurance premium for this coverage.

8.3.5 Employees may, at their option and expense, purchase additional life and AD&D insurance coverage from the District’s provider according to the rates and terms set by the provider.

8.4 Liability Insurance.

The District shall provide liability insurance policies to protect the Health District and its employees from liability lawsuits filed against the District and/or the District’s employees. Persons insured under these policies include any employee acting within the scope of duties related to employment. The District agrees that if it is necessary to decrease the limits of coverage from those in existence at the time of signing this Agreement, the District will so advise the Union of such action and the reason for it.

8.5 VEBA.

The District will maintain its Voluntary Employees’ Benefit Association Medical Expense Plan (“VEBA Plan”) during the term of this Agreement. The VEBA Plan shall

be considered a post-employment VEBA Plan option, limited to eligible medical expenses after an employee's active employment at the District ends. Employees do not have access to VEBA Plan funding while employed at the District. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless the Union determines through a majority vote that it does not wish to participate in the VEBA Plan during that calendar year. The Union must notify the District by November 30th if it wishes to change the funding choice for the following year.

9. TRANSPORTATION

9.1 Field Staff Vehicles.

Personnel performing field duties shall not be regularly required to drive personally-owned vehicles for District business. The District agrees to provide vehicles for the purpose of conducting District business to employees who are regularly assigned to field duties. Vehicles so provided shall be maintained in a safe condition.

9.2 Use of Personal Vehicle.

In the event an employee is asked by the District to use the employee's personal automobile on District business, reimbursement will be at the IRS business expense standard mileage rate. If the IRS changes this rate during the term of this Agreement, the new rate will be applied thirty (30) days after the District receives notice of the change from the Union.

10. HOURS OF WORK

10.1 Work Week for Overtime Calculation

Unless otherwise agreed, the work week for purposes of calculating overtime shall begin at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday. Unless District needs require otherwise, employees will not regularly be assigned to work more than 40 hours in a work week. All hours worked beyond 40 hours in a work week will be considered overtime. For purposes of calculating overtime, paid holiday hours shall be considered hours worked; all other paid leave will not be considered hours worked.

10.2 Basic Work Day.

The basic work day is from 8:00 a.m. to 5:00 p.m., Monday through Friday. One hour off is provided for lunch and 15 minutes allocated for a rest period during each 4 hour work period.

The job duties of employees may at times require employees to work hours outside of the basic work day or on weekends. Employees are expected to set their schedules so that all of their job duties, including those requiring work outside of the basic work day or on weekends, can be efficiently performed. Employees are expected to coordinate their schedules, including the need for flexed work hours, with their supervisors to ensure that program needs are being met.

The District may assign employees to perform work outside of the basic work day. An employee may be required to flex his/her work hours during the work week to minimize overtime, depending on two factors: (1) whether the work in question is associated with regular job duties or is a temporary assignment; and (2) whether the work in question occurs on weekdays (M-F) or weekends (Sat/Sun).

Regular job duties, weekdays: An employee assigned regular job duties on a weekday, but falling outside of the basic work day, is expected to flex his/her work hours during the work week to minimize overtime, unless overtime is authorized at the discretion of a supervisor.

Regular job duties, weekends: An employee assigned regular job duties on a weekend is not expected to flex his/her work hours during the work week, and instead will be paid his/her regular rate of pay for the work, including any overtime owed for work beyond 40 hours in a week.

Temporary assignments, weekdays: An employee assigned a temporary assignment (for example, an evening festival or a complaint investigation) on a weekday, but falling outside of the basic work day, is not expected to flex his/her work hours during the work week, and instead will be paid his/her regular rate of pay for performing the work, including any overtime owed for work beyond 40 hours in a week.

Temporary assignments, weekends: An employee assigned a temporary assignment (for example, a community 5K race) on a weekend is not expected to flex his/her work during the work week, and instead will be paid his/her regular rate of pay for performing the work, including any overtime owed for work beyond 40 hours in a week.

Employees shall be provided with a minimum of fourteen (14) calendar days' notice prior to such a schedule change and when not provided with such notice, employees shall be paid at the overtime rate for all hours assigned outside of the regular schedule. This notice requirement applies to both regular job duties and temporary assignments.

10.2.1 When an employee is required to work weekend hours, the following shall apply:

- a) Employees shall not be required to work weekend shifts of less than 8 hours (pro-rated for part-time employees).
- b) Employees shall not be required to work a weekend if they have been approved for annual leave on the Friday preceding or Monday following the weekend.
- c) If no employee volunteers to work a particular weekend shift, assignment of the shift will be made on a rotating basis beginning with the least senior available and qualified staff.

- d) Employees will not be required to substitute hours worked on a holiday for hours defined as part of the basic workday.

10.2.2 On-Call Duties. Employees in the EHS III classification, either permanently or as a temporary assignment, may be assigned weekend and holiday on-call duties, including extended holiday weekends when the District is closed, for a maximum of twelve (12) total days per calendar year. Each day shall be considered 24 hours, midnight to midnight. When responding to calls, employees will be paid for the actual time worked, including any overtime owed based on the total hours worked during the week. In addition, employees will be paid an on-call stipend of \$21.83 for each day spent on-call.

10.3 Overtime Work Authorization.

The District will give maximum feasible notice when overtime is required. The District may assign overtime to a particular employee if associated with that employee's regular job duties. Otherwise, the District will offer overtime on a voluntary basis to staff members capable of performing the work in an efficient and timely manner. In the event that no staff member desires the overtime, the least senior capable staff member will be required to perform the work. Employees requesting to work overtime will notify their supervisor as soon as is feasible. If alternatives cannot be identified to meet the need, the supervisor will authorize specific hours of overtime to meet the need. Employees who work overtime due to unforeseen or emergent situations will notify their supervisors immediately, or the next working day, to arrange for authorization of the overtime. Employees may provide notice by telephone or by email, text, or other electronic message on District-issued devices, provided the message includes a date/time stamp. Non-emergency overtime without prior authorization will be recognized and compensated by the District, but will be grounds for and may result in disciplinary action.

11. HOLIDAYS

11.1 Holidays Enumerated.

~~Legal holidays are designated by state statute. Holidays may also be established by governor's proclamation. The following legal holidays are established by RCW 1.16.050:~~

The District recognizes the legal holidays designated by state statute (RCW 1.16.050). In the event that the state adds Juneteenth as a legal holiday during the term of this Agreement, the District will recognize it as such:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September;
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
<u>Native American Heritage Day</u>	December 25
Christmas Day	

11.2 Holiday Pay.

Eligible full-time employees will receive eight (8) hours of pay at their straight-time rate for each holiday. Eligible part-time employee will receive holiday pay on a prorated basis determined by multiplying their FTE times the full-time benefit.

11.3 Eligibility for Holiday Pay.

Employees must be on paid status at least 50% of the scheduled working days of the month in which a holiday or holidays fall in order to receive holiday pay.

11.4 Floating Holidays.

11.4.1 Each employee is entitled to take three (3) floating holidays per calendar year on a day chosen by the employee provided: (1) The floating holidays will be taken at a time approved by the District and at a time that will not impair the efficiency of the Health District; (2) The employee has been employed for at least 2 months full-time or the equivalent. Part-time employees working less than .50 FTE shall be eligible to use earned floating holiday after 4 months. Part-time employees are entitled to floating holidays on a pro rata basis according to the proportion of a full-time work schedule they regularly are assigned to work. The floating holidays are non-cumulative and non-compensable upon termination.

11.4.2 Employees beginning work before April 1 will be entitled to three (3) floating holidays during the calendar year. Employees beginning work after March 31 but before October 1 will be entitled to one and a half (1.5) floating holidays during the calendar year. Employees beginning work on or after October 1 will not be eligible for a floating holiday during the calendar year. Part-time employees shall earn floating holidays on a FTE based pro rata basis.

11.4.3 After notice of termination has been given, and employee may use a floating holiday with approval by a manager.

11.5 Hours Worked on a Holiday.

In addition to holiday pay described in Section 11.2, employees required to work on a day observed as a holiday will receive pay at one and one-half (1.5) times their regular

rate of pay for all hours worked on that day. All such work time must be authorized in advance by the employee's supervisor.

12. LEAVES WITH PAY

12.1 Annual Leave Earned.

Annual leave earned by full-time employees is set forth as follows and shall be credited at the end of the month:

Service Credits	Hours Earned Per Month	Days Earned Per Year
0-12	8 hrs	12
13-24	8.67 hrs	13
25-36	10 hrs	15
37-48	10 hrs	15
49-60	10 hrs	15
61-72	12 hrs	18
73-84	12 hrs	18
85-96	12 hrs	18
97-108	12 hrs	18
109-120	14 hrs	21
121-132	14 hrs	21
133-144	14.67 hrs	22
145-156	14.67 hrs	22
157-168	15.33 hrs	23
169-180	15.33 hrs	23
181-192	16 hrs	24
193-204	16 hrs	24
205-216	16.67 hrs	25
217-228	16.67 hrs	25
229-240	16.67 hrs	25
241-252	16.67 hrs	25
253+	20 hrs	30

12.2 Annual Leave Accrual.

New employees whose first day of work is on or before the 15th of the month shall earn annual leave for that month. Employees starting work after the 15th will not earn annual leave for that month.

12.3 Annual Leave/Nonpaid Leave Status and Termination.

Employees who have worked less than 50 percent of the regularly scheduled working days in the month will not earn annual leave for that month. Employees who have worked 50 percent or more of the regularly scheduled working days in the month will earn annual leave for that month.

12.4 Annual Leave Policies.

12.4.1 Except as provided by Section 12.4.2, annual leaves are subject to the approval of the District. Employees shall submit requests for leave to their supervisor. Leave requests of 3 days or more shall require a minimum of 10 working days'-notice. Working days are defined as days scheduled for work. Leave requests of less than 3 days shall require a minimum of 2 days'-notice.

12.4.2 At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Section 12.6.3. Employees using vacation for this purpose are expected to provide their supervisor notice of their absence as described in Section 12.7.

12.4.3 Full consideration will be given each employee's preferred annual leave time.

12.4.4 Once an employee has selected a time for annual leave such employee may be permitted to change that selection provided there is no conflict with the choice of another employee or conflicts with the best interests of the District.

12.4.5 When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and seniority. When all other factors are judged to be substantially equal, the employee with the greatest seniority will be given preference for the desired vacation period.

12.4.6 Emergency leave shall be any condition arising that required the employee to be absent from work within 48 hours of condition notice.

Each employee shall be required to take a minimum of 10 days annual leave each year commencing after completion of 2 years employment unless specifically exempted from this requirement by the District.

12.4.7 Employees may not use earned annual leave until they have completed 6 months of continuous employment. An employee whose service terminates before 6 months of continuous employment is not eligible for payment for any accumulated vacation credit.

12.4.8 An employee may accumulate up to a maximum of 320 hours of vacation credit. Unused vacation will not be credited beyond 320 hours unless the employee's vacation has been deferred at the request of the District.

12.4.9 Annual leave for part-time employees will be calculated by multiplying the employee's FTE times the employee's appropriate accrual rate.

12.4.10 An employee who is terminated at the option of the District or who voluntarily resigns and has given 14 calendar days advance notice of resignation shall be paid the straight-time rate for all credited hours of unused annual leave time upon termination.

12.5 Sick Leave Accrual.

12.5.1 Each regular full-time employee will be credited at the end of each calendar month with eight (8) hours of sick leave eligibility. Part-time employees shall earn sick leave on a *pro rata* basis determined by multiplying their FTE times the full-time benefit.

12.5.2 New employees whose first day of work is on or before the 15th of the month shall earn sick leave for that month. Employees starting work after the 15th will earn sick leave for the month they start at a rate of one (1) hour for every forty (40) hours worked in that month.

12.5.3 Employees who have worked less than fifty percent (50%) of the regularly scheduled working days in the month will earn sick leave for that month at a rate of one (1) hour for every forty (40) hours worked. Employees who have worked fifty percent (50%) or more of the regularly scheduled working days in the month will earn sick leave for that month as provided in Article 12.5.1.

12.6 Sick Leave Eligibility.

Sick leave may be used for:

12.6.1 The employee's mental or physical illness, injury, or health condition;

12.6.2 Preventative care for the employee, such as a medical, dental, or optical appointments and/or treatment;

12.6.3 Care of a family member with an illness, injury, health condition and/or preventive care for a family member, such as a medical/dental/optical appointments. For purposes of this paragraph, an employee's family member shall include the employee's spouse or domestic partner, and any of the following relatives of the employee, spouse, or domestic partner, child, foster child, parent, step-parent, brother, sister, grandchild, grandparent, other relative residing in the employee's household, or other relative for whom the employee is lawfully authorized to act as a legal guardian;

12.6.4 Closure of the District, or the employee's child's school or place of care, by order of a public official for any health-related reason;

12.6.5 Absences because the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking as defined under Washington's domestic violence leave act, RCW 49.76.

12.6.6 Following exposure to a contagious disease which would jeopardize the health of fellow workers or the public should the employee attend work as scheduled. Time off from work under such circumstances must be consistent with current medical practice and approved by the District.

12.6.7 Family Leave shall be administered in accordance with the District's Family and Medical Leave Policy dated. The parties agree to negotiate any changes to the current policy as required by RCW 41.56.

12.7 Sick Leave/Other Policies.

12.7.1 Each employee shall be responsible for notifying the immediate supervisor of the cause of absence at the beginning of any period of sick leave.

12.7.2 The District may require medical written verification of the need for an absence exceeding three (3) days as permitted by law, and may require verification that an employee is medically qualified to return to work following an absence.

12.7.3 Falsification of a sick leave report is grounds for dismissal and a denial of sick leave with pay.

12.7.4 Any employee who sustains an injury or develops an illness considered by the employee to be job-related should inform the attending physician who will prepare the necessary forms for the employee to receive treatment and other benefits through industrial insurance.

12.7.5 Whenever an on-the-job injury or illness causes an employee to take time off work for treatment and/or recuperation ("time loss") under the State Workers' compensation program, that time will be charged to the employee's sick leave balance, if and, until the Washington State Department of Labor and Industries has determined whether the claim is covered under the program. If the injury is covered by Workers' Compensation, then the dollar amount of the time loss award will be divided by the employee's normal hourly rate of pay to determine the number of hours which will be restored to the employee's sick leave balance.

If the ruling is that the time loss is not covered by Workers' Compensation, the employee will continue to be charged sick leave for the time lost due to a bona fide injury or illness. If the employee exhausts all sick leave, then the absence will be charged against all other leave balances until exhausted. Thereafter such leave shall be nonpaid.

12.8 Sick Leave Payment/Termination.

Accumulated sick leave upon termination under favorable circumstances will be paid according to the schedule below (with "years" based on service credit calculation):

For employees hired prior to January 1, 2015:

12.8.1 Employment through 83 service credits: no payment of any portion of accumulated sick leave upon termination.

12.8.2 Employment with 84 service credits through 179 service credits: 25 percent of accumulated sick leave upon termination.

12.8.3 Employment with 180 service credits or more: 50 percent payment of accumulated sick leave upon termination.

For employees hired on or after January 1, 2015:

12.8.4 Employment through 83 service credits: no payment of any portion of accumulated sick leave upon termination.

12.8.5 Employment with 84 service credits and more: twenty-five percent (25%) payment of accumulated sick leave hours upon termination, with a maximum cashout of 1,000 hours.

12.8.6 Sick leave cash-outs provided in Article 12.8 shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages provided by each applicable subsection (12.8.1 through 12.8.5).

Example 1: An employee covered by Article 12.8.3 terminates employment with 1,000 hours of accumulated sick leave. The employee is entitled to 50% cash-out, with no hours limit. To achieve this, the employee will be paid 100% the value of the first 500 hours.

Example 2: An employee covered by Article 12.8.5 terminates employment with 1,500 hours of accumulated sick leave. The employee is entitled to 25% cash-out of a maximum of 1,000 hours. To achieve this, the employee will be paid 100% the value of the first 250 hours.

12.9 Sick Leave Payment/Employee Death.

Upon death of an employee, payment of 100 percent of accumulated sick leave will be made to the heirs or estate of the employee.

12.10 Bereavement Leave.

12.10.1 Upon notification, the District shall grant a full-time employee bereavement leave with pay following a death in the family. ~~The maximum number of working days leave shall be 5, except that when the death occurs at a distance beyond 500 miles, additional time not exceeding 3 working days may be granted.~~ Employees will be entitled to up to forty (40) hours of paid bereavement leave; provided that additional paid leave of up to twenty-four (24) hours may be approved where necessary to address special circumstances (e.g., long-distance travel, estate responsibilities, etc.). Part-time employees are entitled to bereavement leave on a pro rata basis according to the proportion of a full-time work schedule they are regularly scheduled to work.

12.10.2 For the purpose of bereavement leave, the term family shall include any of the relatives identified in Section 12.6.3, and any individual, arrangement for whom the employee is responsible.

12.10.3 Bereavement leave will not be allowed during the initial trial service period except by specific authorization of the District. Bereavement leave must be taken within six (6) months of the death of a covered family member, as provided by the District's Use of Bereavement Leave Policy.

12.11 Military Leave.

Pursuant to RCW 38.40, an employee will be allowed time off with pay for active training in the United States Armed Forces or Washington State National Guard. Military leave with pay is not to exceed 21 days per year, beginning October 1st and ending the following September 30th.

12.12 Educational Leave.

Educational leave with pay may be granted by the District. Such leaves may be granted for attendance at professional meetings such as conferences, symposia, workshops and college short courses when the proposed educational program is deemed of value to the operations of the District and funding permits the authorization of attendance at such programs. Requests for paid leave to attend courses in excess of 1 week in time or courses or programs offered out-of-state shall require prior approval of the District. Such requests must be presented well in advance so they can be reviewed by the District.

12.13 Inclement Weather Leave.

Up to 4 hours per year, noncumulative, will be granted for tardiness or early departure due to inclement weather. Any absence or tardiness over 4 hours due to inclement weather will be charged to unused vacation ~~or~~, compensatory time or floating holiday leave at the employee's option.

12.14 Other Leaves with Pay.

Any necessary leave may be allowed by the District to permit an employee to serve as a member of a jury or to exercise other civil duties. Compensation received by the employee for jury service or other such duties will be deducted from the employee's normal salary for the same period so that the income from both sources does not exceed the employee's normal salary. The employee has the option of endorsing pay received from jury or related service to the District and collecting full salary from the District.

12.15 Sick Leave Conversion.

Effective December 1 of each calendar year, employees who have accumulated sick leave in excess of 600 hours may elect to convert sick leave earned in the preceding 12 months (or a maximum of 96 hours) according to the following ratios:

12.15.1 A cash payment computed at 20 percent of sick leave hours converted (or 12 minutes of paid time for each 1 hour of converted sick leave) at the employee's regular rate of pay.

12.15.2 Additional annual leave computed at 25 percent of sick leave hours converted (or 15 minutes of annual leave for each 1 hour of converted sick leave). Annual leave which has been earned by conversion must be utilized within 120 days of conversion.

Accumulated sick leave will be reduced by 100 percent of the hours which have been converted.

12.16 HSA Sick Leave Conversion.

Effective December 1 of each calendar year, in lieu of the conversion options listed in Article 12.15, employees currently enrolled in the CDHP health insurance option who have opened a Health Savings Account (HSA), and who have more than ~~600~~480 hours of accumulated sick leave, may elect to convert accumulated sick leave in excess of ~~600~~480 hours into their HSA accounts. An employee who elects the HSA conversion option is excluded from the conversion options in Article 12.15.

An employee may elect to convert any amount of sick leave hours, provided two requirements are satisfied: (1) the dollar value of the HSA contribution does not exceed the IRS maximum for HSA contributions in the calendar year (taking into consideration any contributions previously made in the calendar year); and (2) the employee maintains a balance of at least ~~600~~480 hours in his/her sick leave bank after the conversion. The value of the sick leave conversion shall be based on the following:

12.16.1 For employees hired prior to January 1, 2015, with 84 service credits through 179 service credits: twenty-five percent (25%) of sick leave hours converted (or 15 minutes of paid time for each 1 hour of converted sick leave) at the employee's regular rate of pay.

12.16.2 For employees hired prior to January 1, 2015, with 180 service credits or more: fifty percent (50%) of sick leave hours converted (or 30 minutes of paid time for each 1 hour of converted sick leave) at the employee's regular rate of pay.

12.16.3 For employees hired on or after January 1, 2015, with 84 service credits or more: twenty-five percent (25%) of sick leave hours converted (or 15 minutes of paid time for each 1 hour of converted sick leave) at the employee's regular rate of pay.

Accumulated sick leave will be reduced by 100% of the hours which have been converted. No HSA contributions provided by this Article shall be permitted in any calendar month or year in which the contribution would incur tax liability under the excise tax ("Cadillac Tax") of the Affordable Care Act. Once an employee has access to VEBA Plan funding provided by Article 8.5 of this Agreement, no further HSA contributions will be permitted. Should any provision of this subsection conflict with the IRS rules governing the interplay between CDHPs/HSAs and HRAs/VEBAs, or conflict with the terms of the District's health insurance carrier, employer contributions under this

section shall not be permitted and the Agreement shall be reopened solely for purposes of exploring possible solutions.

~~Paid Leave Re-Opener.~~

~~In light of Initiative 1433 (Washington's paid sick leave), during the term of this Agreement, the District has the discretion to reopen this Agreement solely for purposes of bargaining necessary or desirable changes to all forms of paid leave. If the District elects to reopen this Agreement, it will provide at least thirty (30) days' written notice to the Union.~~

13. NONPAID LEAVES

13.1 Nonpaid Leaves/Optional.

Except as required by law, the granting of nonpaid leaves is optional, at the discretion of the District on a case-by-case basis. The District may grant a leave for a specific period of time for any of the following reasons: maternity leave; educational leave; military, Peace Corps, or Public Health Service leave; or nonpaid sick leave. Nonpaid leave may also be granted as an extension to paid vacations or for personal business of an employee when such is determined to be warranted and approved by the District. Leaves of longer than six (6) months must receive prior approval by the Board of Health

13.2 Military Family Leave.

Employees are eligible for unpaid leave when their military spouse, registered domestic partner or other covered relative is activated during a period of military conflict as provided by applicable state and federal law, and by District policy. Additionally, employees will be provided with unpaid leave to care for family members injured during military service to the extent required by applicable federal law and District policy.

13.3 Domestic Violence Leave

The District provides unpaid leave for victims of domestic violence, sexual assault, and stalking in accordance with (RCW 49.76).

13.4 Educational Leave.

Educational leave may be allowed to conform to the period of actual attendance at an accredited institution of higher education. The granting of an educational leave is optional with the District.

13.5 Reinstatement After Nonpaid Leave.

13.5.1 An employee reporting to work at the end of an authorized leave of absence shall be employed in the same position held at the start of such leave of absence, provided that such reinstatement will be in accordance with other applicable policies including any reduction-in-force that might have occurred during the employee's leave of absence and provided that statutory rights of former employees returning from military or national service are not denied.

13.5.2 An employee returning from leave of absence shall not have retroactive rights to any appointment or promotional procedure conducted during the leave of absence.

13.5.3 An employee returning from nonpaid leave of absence of 50 percent or more of the regularly scheduled working hours in a calendar month will not earn service credit for said month. The step-increase date will be postponed by the number of months in which no credit is earned.

13.5.4 An employee on nonpaid leave in excess of 50 percent of the regularly scheduled working hours of a calendar month shall not be eligible for District insurance premium payment. One exception to this Section will be granted each employee during the life of this Agreement, whereby the District will make payment for one month on behalf of the employee.

13.6 Reemployment Rights Following Military Serve.

13.6.1 Any person who is a resident of the State of Washington and who voluntarily or upon demand vacates a position of employment with the District to determine physical fitness to enter, or, who actually does enter upon active duty or training in the Washington National Guard, the armed forces of the United States, the United States Public Health Service, or the Peace Corps shall be reemployed under the conditions prescribed in RCW 73.16.031-061.

13.6.2 A returning employee must furnish proof of satisfactory service or proof of orders for examination or rejection, and make written application within 90 days of the date of separation from service or within 30 days of rejection. If an employee was released or placed on inactive duty but remained hospitalized for not more than 1 year from the date of release, such employee shall be reemployed if application is made within 90 days after discharge from such hospitalization.

13.6.3 Employees returning from military, Public Health, or Peace Corps leave as described in the foregoing will be placed on that step of the current salary schedule for their positions which they would have reached had their service with the District been uninterrupted by such leave, and their step increase dates shall be similarly established.

13.7 Religious Holidays

Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the District's personnel policy governing holidays. In the event the District's policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

14. SEPARATION

14.1 **Resignation.**

14.1.1 Employees voluntarily separating from employment shall give the District adequate notice of separation. Adequate notice will consist of a minimum of 10 working days, not including the day of the notice. Working days are defined as days scheduled for work and do not include holidays or annual leave days. Employees who fail to give such notice will be subject to reduction in terminal annual leave pay, reduced by the difference between the days that would have been worked, if adequate notice had been given, by the days actually worked.

14.1.2 An employee separating without adequate notice, as above described, due to a bona fide emergency, may request the District to waive the required notice, if the existence of such emergency can be documented.

14.2 **Retirement.**

14.2.1 Employees voluntarily separating from employment due to retirement under the Public Employees' Retirement System shall give the District the same notice as required of employees voluntarily separating from employment through resignation.

14.2.2 Employees intending to retire should contact the Retirement Board not less than 30 and not more than 90 days prior to the date of planned retirement.

14.3 **Reduction-In-Force.**

14.3.1 The District may layoff employees as made necessary due to lack of work or other legitimate reasons, including as required to accommodate reversion rights held by employees in the EH Supervisors bargaining unit.

~~The layoff of Union members shall be in accordance with procedures developed through collective bargaining and set forth in this Agreement between the District and the Union.~~

14.3.2 An approved leave of absence does not prevent an employee from being subject to reduction-in-force.

14.3.3 Prior to layoff of any regular employee, the District will provide 30-thirty (30) days written notice to the employee affected and to the bargaining representative. During such period the bargaining representative may offer proposals regarding alternatives to such layoff which will be duly considered by the District. If the employee to be laid off is an initial trial service employee, the above procedure-timeline will not apply and the District will be required to give the employee a minimum of one (1) day advance notice.

~~In the event the District determines that no alternative other than a layoff is feasible, the layoff shall be governed by the following procedures:~~

The layoff unit shall be the positions and position classes within the bargaining unit.

Seniority shall be measured as the current period of continuous full-time employment with the District, as described in Article 2.10 (Service Credit Calculation). Authorized leaves of absence without pay shall not constitute a break in service; however, the time spent on such leaves in excess of 15 calendar days shall not be included in computing seniority. Seniority for regular part-time employees shall be calculated on the basis of full-time equivalency. When two or more employees in the same position class have equal seniority, layoff shall be by the toss of a coin.

When possible, the position occupied by the employee with the least seniority in each layoff unit shall be declared surplus and laid off, unless it is not possible for the District to continue program needs.

If, in order to continue program needs, another position must be declared surplus, then the position declared surplus will be that occupied by the least senior employee within the position classification. The employee in such position may then replace the least senior employee in the next lower position classification, provided the employee meets the minimum qualifications established for the lower classification. Said employee may also replace a less senior employee in an equivalently paid job, provided the employee can meet the minimum qualifications established for the equivalently paid position classification. This process shall continue with each employee exercising seniority rights until such time as the least senior employee is actually laid off. Employees will be provided two (2) business days following notice to exercise any bumping rights provided by this section. The original day of notice shall not be counted towards the two (2) business days. Employees who, following notice of their impending layoff, choose to resign their position with the District shall be placed on the recall list as if they had been laid off.

An employee replacing another employee, as per "d" above, shall have his/her pay rate continued unchanged. If such pay rate exceeds the established pay rate for the position classification of the employee replaced, said employee's pay shall not increase until such time as the salary assigned to the new position occupied by the employee exceeds the employee's rate of pay.

If the position declared surplus is occupied by a regular part-time employee, that employee shall be laid off unless that employee has seniority rights as set forth in "b" above. If, however, in order to exercise seniority rights, the part-time employee must accept appointment to a full-time position and does not wish to accept full-time employment, then the part-time employee shall be laid off.

~~If the position declared surplus is occupied by a regular full-time employee, that employee shall be laid off unless that employee has seniority rights as set forth in "b" above. If, however, in order to exercise seniority rights, the full-time employee must accept appointment to a regular part-time position and does not wish to accept part-time employment, then the full-time employee shall be laid off.~~

~~Employees having regular status who have experienced demotion in lieu of layoff will be returned, in order of seniority, to vacant positions in their previous classifications which are to be filled following their demotion in lieu of layoff.~~

14.3.4 In the event the District determines that a layoff in the Environmental Health bargaining unit is necessary, the employee with the least amount of Environmental Health bargaining unit seniority will be laid off. Environmental Health bargaining unit seniority shall be defined as the amount of continuous service credit, as described in Section 2.10, that the employee has earned in the Environmental Health bargaining unit.

14.3.5 No new employee shall be employed by the District to perform work in the bargaining unit from which employees have been laid off until all eligible laid-off employees have been offered reemployment. In order for a laid off employee to be eligible for reemployment, such employee shall request the District to be placed on the layoff register. Such request shall be in writing and submitted to the District prior to the employee's date of layoff. Placement on the layoff register means the employee desires to consider return to employment with the District when an appropriate job is available. The procedure for reemployment shall be as follows:

- a) When a position with the District is open for employment and a person on the layoff register possesses the minimum qualifications for said position, the District shall notify the person of the employment opportunity. If there is more than one eligible laid off employee on the register, the District shall notify the laid off employee with the most seniority first.
- b) Notification of the employment opportunity by the District shall be by registered mail, said letter addressed to the laid off employee's last known address. It shall be the responsibility of each laid off employee listed on the register to keep the District informed of his/her current home address.
- c) The laid off employee shall respond to the District's notice within ~~15~~fifteen (15) calendar days (with the date of mailing of the letter by the District being counted as the first day). If the District does not receive a response within this time, the employment offer shall be considered void and withdrawn.

d) In order to be eligible to accept the offered job, the laid off employee must be able to report for work not later than ~~30~~thirty (30) days after the mailing of the letter by the District.

e) If the laid off employee rejects the first bona fide job offer, his/her name will be removed from the layoff register.

f) Names on the layoff register shall be retained for a period of ~~2~~two (2) years for each laid off employee who requests to be placed on the register.

14.3.6 An employee returning from layoff pursuant to the procedure set forth in Section ~~14.3.7~~14.3.5 shall not lose any seniority accrual or rights, including service time credited for the purpose of vacation accrual. Any unused or unpaid sick leave previously accrued shall be restored upon reemployment. The salary of the reemployed employee shall be established at the same step number the employee occupied at the time of layoff and the step-increase date shall be established in the future by the same number of months which existed to the employee's next step-increase date at the time of layoff. Laid off employees will not accrue seniority time during the layoff period.

14.4 Short-Term Emergency Furloughs

In the event the District is faced with the temporary shutdown of state or federal government and the associated temporary elimination of District funding, the District is authorized to implement short-term furloughs on an emergency basis, applicable to those employees affected by the funds being temporarily eliminated. In response to such an emergency, the District is authorized to implement temporary hours reductions or temporary furloughs of affected employees. Such temporary actions require a minimum of seven (7) calendar days' notice to affected employees and will last no longer than fourteen (14) calendar days. Affected employees will not have the option to displace other employees and will not be placed on a recall list. If temporarily-eliminated funding is restored in part, such that affected employees in a particular program who hold the same duties and are subject to the same funding source can be restored in part, then recall shall be based on seniority on a per-program basis. Affected employees on a temporary furlough will continue to receive medical and other insurance benefits on the terms applicable immediately prior to the temporary hours reduction or furlough and will maintain the leave balances accrued at the time of the temporary hours reduction or furlough (*i.e.*, leave balances will not be cashed out). Affected employees may elect to use accrued paid vacation leave during a temporary hours reduction or temporary furlough.

15. STANDARDS OF CONDUCT

15.1 Unauthorized Absence.

Unauthorized absence is grounds for dismissal or lesser disciplinary action. An employee returning from unauthorized absence must submit an explanation for such absence in writing to the District.

15.2 Alcoholic Beverages/Drugs.

There shall be no consumption of alcoholic beverages or unlawfully used drugs on Health District premises, county property, or in District vehicles. The use of alcoholic beverages, drugs or medications shall not be allowed to interfere with an employee's work for the District.

15.3 Employee Relationships with District Clients/Patients.

District employees are expected to maintain a courteous, business-like, and professional relationship with clients and patients of the District. The confidentiality of the District/Patient or District/Client relationship is to be respected by employees and laws and practices governing such confidentiality observed. District employees shall not accept personal gifts, gratuities, tips, or any form of personal remuneration from any client or patient of the District.

15.4 Use of District Vehicles.

District vehicles will be assigned to employees who require transportation in order to conduct District business. Employees using District vehicles will be expected to adhere to policies set forth concerning the use of such vehicles. No District vehicle is to be used for any purpose other than for conducting the business of the District and no relatives or personal friends are to be transported by employees in District vehicles. Employees will not be expected to use private vehicles for conducting District business except in unusual situations when a District vehicle is not available. In such instance, use of a private vehicle requires prior authorization in order for the employee to be reimbursed the agreed upon mileage rate. All employees driving on behalf of the District are responsible for possessing a current and valid Washington State driver's license. All employees driving District vehicles must maintain a driving record satisfactory to the District's insurance carrier.

District employees assigned to drive a District vehicle as a condition of employment will be expected to exercise caution and care when driving in the course of employment. The District will make courses in defensive driving available from time-to-time to employee drivers.

Employee drivers will immediately report any accident/incident involving the use of a District vehicle to administration. Administration will review each accident/incident and ascertain whether the District driver has been determined to be at fault. The District will

counsel each driver involved in an accident/incident as appropriate, emphasizing the need to practice defensive driving.

The following shall be considered gross misconduct and grounds for disciplinary action of a District employee who drives a District vehicle as a condition of employment: (1) Loss or suspension of the employee's Washington State Driver's License; (2) Conviction of driving a District vehicle while intoxicated (DWI); (3) Conviction of driving a District vehicle under the influence of illegal drugs/substances.

Other driving violations, such as: (1) Conviction of reckless driving while driving a District vehicle; (2) Conviction of negligent driving while driving a District vehicle; or (3) Two at-fault accidents/citations while driving a District vehicle in any 24-month period may be considered gross misconduct and grounds for disciplinary action dependent upon the circumstances. If such situations arise, they will be reviewed by the District and a determination made as to whether disciplinary action is appropriate. The District will take into consideration all facets of the matter, including: (1) Extent of bodily injury, death, or property damage resulting from an accident; (2) The impact of the incident upon the District's ability to maintain automobile liability insurance; (3) The employee's explanation of circumstances involving the accident/citation; (4) Any extenuating circumstances.

16. DISCIPLINARY ACTIONS

16.1 Discipline.

The parties agree that in general, discipline shall be corrective and progressive in nature, while recognizing that exceptions are sometimes necessary. Disciplinary action may include oral warning, written reprimand, suspension, demotion, any combination of these, or discharge. The District shall tailor discipline to respond to the nature and severity of the offense, and the employee's prior disciplinary record.

Documentation of disciplinary action at the oral warning or written reprimand level of discipline will be removed from the employee's personnel file after three (3) years or as otherwise agreed to by the parties, provided there are no further similar occurrences in the intervening period.

16.2 Cause for Disciplinary Action.

~~The District may suspend, suspend without pay, demote or discharge an employee for just cause.~~

All disciplinary actions for employees who have successfully completed their initial trial service period shall be for cause. An employee serving an initial trial service period may be subject to any of the above disciplinary actions or termination without notice of cause or right of appeal, provided that such employee be given a minimum of one (1) day advance notice prior to the discipline taking effect. An employee serving a promotional trial service period may be returned to the previously held position without a right of appeal.

16.3 Investigations.

16.3.1 Duty to Cooperate. Employees have an obligation to cooperate with any investigation conducted by the District. Failure to do so will be considered insubordination and will be grounds for discipline, up to and including termination.

16.3.2 Union Representation. Employees are entitled, at their option, to have Union representation during any investigatory interview conducted by the District that the employee reasonably believes may result in discipline of the employee. During any such investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the District's investigation.

16.3.3 Administrative Leave. The District may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees will remain eligible for holiday pay, and will continue to accrue seniority, sick leave and annual leave while on paid administrative leave. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not considered discipline and is not subject to the grievance procedure.

16.4 Procedure Required Before Imposing Discipline Other than an Oral Warning or Written Reprimand.

16.4.1 Notice of Intent to Discipline. If the District intends to impose discipline other than an oral warning or written reprimand, the District will inform the employee in writing. The written notice will describe the event or conduct with sufficient particularity to permit the employee to understand the general nature of the concern. The written notice will be furnished directly to the employee during working hours, or if the employee is absent on that day of work, the notice may be sent by registered mail to the employee's last known address. A copy of the notice of intent to discharge will be forwarded to the appropriate Union representative.

16.4.2 Pre-Disciplinary Meeting. The District will schedule a pre-disciplinary meeting to permit the employee to respond to a notice of intent to discipline. At the beginning of any pre-disciplinary meeting, the District will describe its proposed discipline and the general reasons for issuing the proposed discipline.

16.4.3 Disciplinary Decision. No sooner than the day following the close of the Pre-Disciplinary Meeting but no later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the District will inform the employee and the Union of the disciplinary decision in writing.

16.5 Term of Suspension.

For just cause, the District may suspend an employee for a period up to fifteen (15) calendar days as a single penalty; or up to a total of thirty (30) calendar days in any one calendar year as an accumulation of several penalties. Such suspension will not affect seniority, but it will constitute a suspension of holiday pay, accumulation of sick leave and accumulation of annual leave credit.

~~Notice of Suspension.~~

~~When an employee is suspended without pay, the District will furnish the employee with a written notice of suspension which states the cause for the suspension. The notice will be furnished directly to the employee during working hours, or if the employee is absent on that day of work, the notice may be sent by registered mail to the employee's last known address.~~

16.6 Notice of Demotion.

An employee being demoted for disciplinary reasons will be given a notice of demotion stating the cause for the action a minimum of 5 calendar days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted possesses the minimum qualifications for employment in the lower position. An employee demoted for disciplinary reasons has no right to displace a subordinate or junior employee who has regular status.

~~Demotion During Trial Service Period.~~

~~An employee serving a promotional trial service period may be demoted to the previously held position without a right of appeal.~~

~~Trial Service Period.~~

~~An employee serving an initial trial service period may be subject to any of the aforementioned disciplinary actions without notice of cause or right of appeal, provided that such employee be given a minimum of one (1) day advance notice prior to the discipline taking effect.~~

~~Administrative Leave.~~

~~If the District determines it to be necessary and appropriate, the District may place an employee on paid administrative leave during a pending investigation or disciplinary process. Employees will remain eligible for holiday pay, and will continue to accrue seniority, sick leave and annual leave while on paid administrative leave. Employees on paid administrative leave shall be required to be available during their normal scheduled hours of work.~~

Notice of Intent to Discharge.

~~Where the District has reached a preliminary determination that a regular employee (whether full-time or part-time) should be terminated, the employee will be furnished with a written notice of intent to discharge and a statement of cause for that action. Such notice will be furnished directly to the employee during working hours, or if the employee is absent on that day of work, the notice may be sent by registered mail to the employee's last known address. A copy of the notice of intent to discharge shall be forwarded to the appropriate Union representative.~~

Pre-Termination Hearing.

~~As soon as reasonably practical after an employee has been furnished with the notice of intent to discharge, a pre-termination hearing will be scheduled. The employee is entitled to Union representation at the pre-termination hearing, and will be offered an opportunity at that hearing to respond to the statement of cause provided by the District in its notice of intent to discharge.~~

16.7 Abandonment of Position.

An employee absent from work for a period of 3-three (3) consecutive days without notice to the District is deemed to have abandoned the position. Such employee may be notified of termination by written notice by registered letter to the employee's last known address. A copy of the notice of termination to a represented employee shall be forwarded to the appropriate Union representative.

17. GRIEVANCE PROCEDURE

17.1 Grievance Defined.

A "grievance" is hereby defined as an alleged violation of the terms of this Agreement by the District, an employee, or group of employees.

17.2 Grievance Procedure/Step One.

Any employee or group of employees having a grievance shall present the grievance to the immediate supervisor within 21 calendar days of the occurrence of the grievance. The immediate supervisor shall be given 14 calendar days to resolve the problem.

17.3 Grievance Procedure/Step Two.

If the grievance is not satisfactorily resolved by the immediate supervisor, the employee(s) shall present the grievance to the Division Head within 7 calendar days of the immediate supervisor's decision. The Division Head shall have 7 calendar days to issue a decision.

17.4 Grievance Procedure/Step Three.

If Step One and Step Two fail to resolve the dispute, the employee or group of employees having the grievance shall notify the employee representative and the bargaining representative of the grievance. The bargaining representative shall prepare and present to the Health-Administrative Officer a written "Notice of Grievance", such notice to be signed by the complaining employee(s). The "Notice of Grievance" shall set forth, so far as may be applicable:

- a) The nature of the grievance and the circumstances out of which it arose.
- b) The remedy or correction the District is requested to make.
- c) The section or section(s) of this Agreement relied upon or claimed to have been violated.

All grievances must be presented to the Health-Administrative Officer in writing within 14 calendar days after failure of Step Two.

The Health-Administrative Officer, or his/her designee, will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within 14 calendar days of receipt of the grievance.

Should either the Health-Administrative Officer, or his/her designee, or the bargaining representative desire extension of the time allocated for Step Three, such extension can be accomplished by mutual agreement.

17.5 Grievances Asserted by the District.

Grievances asserted by the District or the employee's bargaining representative shall be initiated at the Step Three level by the Health-Administrative Officer, or his/her designee, serving upon the bargaining representative a "Notice of Grievance" or the employee's bargaining representative serving upon the Health-Administrative Officer a "Notice of Grievance". The bargaining representative or the Health-Administrative Officer, or his/her designee, shall take appropriate action to review the merits of the grievance and issue a written decision to the other party within 14 calendar days of receipt of the grievance. Such time can be extended by mutual agreement.

17.6 Grievance Procedure/Step Four.

In the event that any disputes under this Article shall not be settled as provided in Step Three, then Step Four shall apply.

The party dissatisfied with the proposed settlement of the grievance may within 21 calendar days after failure to adjust the grievance serve upon the other party a written demand for arbitration.

~~The selection of an arbitrator shall be by one of the following means:~~

The parties shall attempt to select an impartial arbitrator by mutual agreement ~~OR,~~

~~The parties shall agree to request the Public Employment Relations Commission (PERC) to serve as arbitrator OR~~

If the parties cannot ~~accomplish either a. or b. above,~~ agree on an arbitrator within 14 calendar days, then the American Arbitration Association will be asked to submit a list of 7 disinterested persons from Washington and/or Oregon who are qualified and willing to act as an impartial arbitrator.

Both the District and the Union shall have the right to strike three names from the panel of names submitted. The party requesting the arbitration shall strike the first name, the other party shall strike the second name, continuing in this fashion until one name remains. The remaining person shall be the arbitrator.

The decision or award of the arbitrator shall ~~commence hearing within 14 calendar days or as soon thereafter as is possible and shall render a decision be issued~~ in writing within 30 calendar days after conclusion of ~~testimony and argument~~ the hearing or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be binding upon both parties.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the District and the Union. However, each party shall be responsible for compensating its own representatives, attorneys and witnesses. Employees called as arbitration witnesses may do so during working hours with no loss of pay.

The arbitrator shall have the right to determine the rules and procedure of the conduct of the hearing; provided, however, that the function of the arbitrator to hear the matter in dispute between the parties shall be limited to determining if the District or Union has violated or failed to apply any of the provisions of this Agreement between the parties. The arbitrator shall have no power to destroy, change, add to or delete from the terms of this Agreement.

18. BOARD OF HEALTH

18.1 Attendance at Board of Health Meetings.

A represented employee may attend a Board of Health meeting during regular working hours without loss of pay provided such employee has been placed on the agenda to make a specific presentation to the Board. A represented employee may attend any regular Board of Health meeting on the same basis as any private citizen at the employee's own discretion during any period the employee is on a scheduled leave.

18.2 Posting of Board of Health Agendas and Minutes.

The District will have agendas and minutes of each Board of Health meeting posted on the ~~employee bulletin boards~~ internet. Board of Health agendas shall be posted by the morning of the Board of Health meeting. Minutes of a meeting shall be posted a minimum of 5 working days prior to a scheduled Board of Health meeting.

19. MISCELLANEOUS

19.1 Nepotism.

Favoritism shall not be shown to any employee on the basis of blood, marital or adoptive relationship. No person shall be hired, promoted, or transferred into a position where a supervisory employee relationship would exist between spouses or between parents and children (whether natural, adoptive, or marital).

19.2 Political Activity.

Political activity by employees shall not be permitted during working hours. Nor shall any District employee be required to expend time, effort, or money on any political activity as a condition affecting employment. No employee shall solicit contributions during working hours, either on or off of District premises, for any partisan/nonpartisan political purpose.

19.3 Tuition Refund.

The District has established a policy of refunding tuition to employees who enroll and complete an approved job-related course at an approved educational or training institution during non-working hours. Employees desiring to apply for tuition refund must submit a written request to the District for review by the Board of Health at a regular meeting. No tuition will be refunded unless prior authorization has been granted by the Board of Health.

19.4 Discussion of Items of Mutual Concern.

Labor and management agree to meet at mutually agreeable times to discuss items of mutual concern.

19.5 Membership Dues Reimbursement.

The District will reimburse employees the full amount of the annual credential fees paid to either the Washington State Board of Registered Sanitarians (WSBRS) or the National Environmental Health Association (NEHA). Each employee may select reimbursement for either WSBRS or NEHA, but reimbursement by the District is limited to only one option, not both. In addition, the District will make available, at its expense, sufficient training opportunities during each calendar year for employees to maintain their registered sanitarian status.

The District will reimburse employees the full amount of the annual membership fees paid to either the Washington State Environmental Health Association (WSEHA) or NEHA. Each employee may select reimbursement for either WSEHA or NEHA, but reimbursement by the District is limited to only one option, not both.

Where possible, employees seeking reimbursement under this Article are expected to submit requests to the District within thirty (30) days of incurring the expense.

20. SEPARABILITY

20.1 Separability.

It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

21. ARTICLE XXI TERMS OF AGREEMENT

21.1 Term of Agreement.

This Agreement and the provisions thereof shall become effective and operative as of 12:01 a.m., Pacific Standard Time, ~~January 1~~ June 8, 2018-2021 and shall continue in full force and be binding upon the respective parties hereto, until 12:00 midnight, December 31, ~~2020~~ 2022.

21.2 Amendment of Agreement.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the same manner as is this Agreement.

21.3 Modification of Subsequent Agreement.

Written notice must be served by either party of its intent to terminate or modify this Agreement not less than ninety (90) days nor more than one hundred twenty (120) days prior to December 31, ~~2020~~ 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly constituted and legal authorities this date set opposite the signature of each party.

SNOHOMISH HEALTH DISTRICT

Date Signed _____

By: _____
Chair, Board of Health

ATTEST:

~~Jefferson Ketchel~~ Shawn Frederick,
Administrator

~~PTE~~PROTEC17, ~~LOCAL 17~~, EH
PROFESSIONAL HEALTH UNIT

Date Signed _____

By: _____

~~Joseph L. McGee~~

~~Karen Estevenin~~

Executive Director

ATTEST:

~~Annie Costello, PTE 17~~

~~Steven Pray, PROTEC17~~

Union Representative

~~Anne Alfred~~

~~Aran Enger~~

~~Aran Enger~~

ADDENDUM A

BARGAINING UNIT

The bargaining unit shall include all regular and trial service employees holding one of the following classifications:

EHS III
EHS II
EHS I

~~Within a reasonable timeframe in 2018, the District will reestablish the permanent EHS III job classification. The District will fill the EHS III positions through a competitive recruitment process. EHS III pay will be provided as indicated in the pay tables below.~~ The District maintains discretion over staffing levels and FTE headcount.

EHS III Specialty Pay. In addition to permanent EHS III employees, the District may assign EHS III specialty pay to EHS II employees who are temporarily assigned EHS III level work. The District will maintain a list of the type and scope of work that constitutes examples of EHS III level work. This list is subject to future adjustment. The District will approve EHS III level work and EHS III specialty pay on a form provided by the District. Assignment of EHS III level work and EHS III specialty pay is a management right held by the District. When an employee is approved for EHS III level work and EHS III specialty pay, a start and end date will be identified; however, the end date may be extended by the District whenever necessary to complete the work. EHS III specialty pay shall be paid based on the employee's full work day, provided that the employee receiving the specialty pay is substantially (*i.e.*, more than 50% of their work day) involved in EHS III level work on all days for which the specialty pay is provided. The employee's step placement on the EHS III pay scale will reflect the length of the EHS III level specialty assignment. If an assignment is less than six (6) months in duration, the employee will be paid at the EHS III step that reflects a minimum five percent (5%) increase, not to exceed the top step of the range. If an assignment is six (6) months or more in duration, the employee will be paid at the EHS III step that reflects a minimum of a ten percent (10%) increase, not to exceed the top step of the range.

WAGES

Effective June 8, 2021, the salary ranges for classifications within the bargaining unit will be increased by two percent (2.0%) to the following. These rates will be applied retroactively to January 1, 2021 for employees in the bargaining unit on June 8, 2021.

Effective on the date of signing of the Agreement and retroactive to January 1, 2018, the District will apply a 2.60% increase to all positions as follows:

<u>Snohomish Health District</u>									
<u>2021 PROTEC17 Environmental Health Unit Salary Ranges - MONTHLY</u>									
<u>Effective 6/8/21</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
EHS-III Environmental Health Specialist 3	104	\$5,466 5,887	\$5,739 6,181	\$6,026 6,490	\$6,327 6,815	\$6,643 7,155	\$6,976 7,513	\$7,324 7,889	\$7,691 8,283
EHS-III— Grandfathered **Environmental Health Specialist 3	104A								\$7,373 7,653
EHS IIEnvironmental Health Specialist 2	103	\$5,206 5,606	\$5,466 5,887	\$5,740 6,181	\$6,027 6,490	\$6,328 6,815	\$6,644 7,155	\$6,976 7,513	
EHS IEnvironmental Health Specialist 1	102	\$4,497 4,843	\$4,722 5,085	\$4,958 5,339	\$5,206 5,606	\$5,466 5,887	\$5,739 6,181		
<u>2021 PROTEC17 Environmental Health Unit Salary Ranges - HOURLY</u>									
<u>Effective 6/8/21</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
EHS-III Environmental Health Specialist 3 - Speciality	104	\$5,616 33.96	\$5,897 35.66	\$6,192 37.44	\$6,502 39.31	\$6,827 41.28	\$7,168 43.34	\$7,527 45.51	\$7,903 47.79
EHS-III— Grandfathered **Environmental Health Specialist 3	104A								\$7,474 44.15
EHS IIEnvironmental Health Specialist 2	103	\$5,349 32.34	\$5,616 33.96	\$5,897 35.66	\$6,192 37.44	\$6,502 39.31	\$6,827 41.28	\$7,168 43.34	
EHS IEnvironmental Health Specialist 1	102	\$4,621 27.94	\$4,852 29.34	\$5,094 30.80	\$5,349 32.34	\$5,616 33.96	\$5,897 35.66		

~~*During mutually agreeable times in 2018, the District and Union agree to meet to negotiate a merit pay system for bargaining unit employees, with the goal of implementation in 2019. The parties agree to a collaborative approach to exploring this system. The parties agree any system agreed upon will focus on objective, measurable performance criteria aimed at improving programs and service to the public while also providing tangible incentives for high performing employees.~~

Effective January 1, 2019, the District will apply a 2.75% increase to all positions as follows:

~~*In July of 2019, the parties agree to reopen negotiations solely for purposes of negotiating an additional wage increase applicable in 2020. An additional increase, the application date of such an increase, and retroactivity are open for negotiation but not guaranteed.~~

Effective January 1, 2022, the salary ranges for classifications within the bargaining unit will be increased by two percent (2.0%) to the following:

2020, the District will apply a 2.75% increase to all positions as follows:

Snohomish Health District									
2022 PROTEC17 Environmental Health Unit Salary Ranges - MONTHLY									
Effective 1/1/22	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
EHS-III-Environmental Health Specialist 3	104	\$5,7716,004	\$6,0606,305	\$6,3636,620	\$6,6816,951	\$7,0157,298	\$7,3667,663	\$7,7348,047	\$8,1218,449
EHS-III-Grandfathered **Environmental Health Specialist 3	104A								\$7,5777,729
EHS-II-Environmental Health Specialist 2	103	\$5,4965,719	\$5,7716,004	\$6,0606,305	\$6,3636,620	\$6,6816,951	\$7,0157,298	\$7,3667,663	
EHS-I-Environmental Health Specialist 1	102	\$4,7484,940	\$4,9855,187	\$5,2355,446	\$5,4965,719	\$5,7716,004	\$6,0606,305		
- - - - -									
2022 PROTEC17 Environmental Health Unit Salary Ranges - HOURLY									
Effective 1/1/22	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Environmental Health Specialist 3 - Speciality	104	\$34.64	\$36.37	\$38.19	\$40.10	\$42.11	\$44.21	\$46.42	\$48.74
Environmental Health Specialist 3	104A	-	-	-	-	-	-	-	\$44.59
Environmental Health Specialist 2	103	\$32.99	\$34.64	\$36.37	\$38.19	\$40.10	\$42.11	\$44.21	-
Environmental Health Specialist 1	102	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64	\$36.37	-	-

****Grandfathered EHS III employees, who hold the position of EHS II based on a reclassification from EHS III to EHS II in 2015, shall continue to receive wage increases based on the terms of Section 6.3.4 of this Agreement and the parties' 2015 EHS IV-Supervisor / EHS III Pay MOU. Such employees will be noted in the pay tables as "EHS III - Grandfathered."**