

**AGREEMENT**

**Between**

**SNOHOMISH HEALTH DISTRICT**

**and**

**Washington State Council of County and City Employees**

**AFSCME, AFL-CIO, Local 1811**

**Effective**

**January 1, 2018 – December 31, 2020**

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This Agreement 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 Washington State Council of County and City Employees, AFSCME, AFL-CIO, LOCAL 1811, hereinafter called the "Union."

**1. DISCRIMINATION**

**1.1 Discrimination.**

In recognition of both legal and ethical obligations to afford equal employment opportunity, the District 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, sexual orientation, Union membership, legitimate activity on behalf of the Union, physical disability 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 Unit.**

All regular full-time and part-time clerical employees of the District, and all maintenance employees, except supervisory, confidential and temporary employees. Clerical employees shall be defined as those employees whose primary responsibilities relate to processing of correspondence, records, accounting documents, or who otherwise perform general office and reception duties.

**2.2 Grant/Contract Funded Positions.**

Grant/contract positions are those positions which are funded: (1) with money obtained by the District through grants or contracts, and (2) through a funding source which, in the judgment of the District, is not stable or permanent. Employees working in grant/contract funded positions shall be subject to all provisions of the Agreement, except as provided in this section. Employees working in grant/contract funded positions are subject to layoff in the event the funding source for their position is reduced or eliminated. In the event of a layoff, employees working in grant/contract funded positions shall not have access to bumping rights or recall rights defined in Section 14.3. If the District determines the funding source for a grant/contract funded position is sufficiently stable and permanent, the District will convert the grant/contract funded position to a regular position and will place the incumbent employee in the regular position without a posting or recruiting process.

**2.3 Employee Representatives/Shop Stewards.**

Two members of the employee unit certified to the District by the bargaining representative within 10 days from date of this Agreement.

**2.4 Full-time Employee.**

An employee regularly scheduled to work 40 hours per week.

**2.5 Part-time Employee.**

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

**2.6 Employee/Regular.**

An employee who has successfully completed the equivalent of 6 months of full-time compensated hours as a trial service employee.

**2.7 Trial Service Period.**

The first six (6) months of employment (initial trial service) or the first six (6) months following promotion (promotional trial service) during which time the employee is required to demonstrate suitability for the position. Six (6) months is defined as six (6) months of full-time work or, in the case of part-time employees the equivalent of six (6) months full-time work; provided that the trial service period for a part-time employee shall not exceed nine (9) months. The trial service period will be extended by the number of months during which credit is not earned due to nonpaid leave of 50 percent or more of the regularly scheduled working days per month.

**2.8 Employee/Represented.**

An employee belonging to a Union recognized by the District for the purpose of collective bargaining.

**2.9 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 1040 hours within any twelve (12) month period, or for more than five (5) consecutive months without written agreement between the Union and the District.

**2.10 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 domestic relationship will not be accepted by the District for one month following notice of separation.

### **2.11 Position Description.**

A document describing the purpose or principal function of a position, and representative duties, qualifications, and requirements of the position.

### **2.12 Position Classification.**

The title and salary range given to a position or group of positions having the same or similar duties, qualifications and requirements.

### **2.13 Position Class.**

The salary range to which one or more position classifications are assigned.

### **2.14 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 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).



### **2.15 Full-time Equivalent (FTE) Variations.**

When an employee works or is compensated .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.

### **2.16 Appointment/Original.**

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

## **3. UNION MEMBERSHIP**

### **3.1 Employee Organization Recognized.**

The District has recognized AFSCME Local #1811 as the sole and exclusive bargaining representative for all full-time and part-time employees working in the employee unit.

### **3.2 Union Membership Required.**

All bargaining unit employees shall become members of the Union on the first day of the month following completion of a full month's service with the District and shall maintain membership in the Union as a condition of employment, subject to state and federal laws pertaining to non-association. The District will inform all prospective new employees of this requirement. Employees who fail to comply with this requirement will be discharged by the District within 30 days after receipt of written notice to the District from the Union.

### **3.3 Employee's Right of Non-Association.**

The right of non-association of an employee shall apply pursuant to the provisions of RCW 41.56.122 when based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member; or as prescribed by other applicable state or federal law.

### **3.4 Union Dues/Payroll Deduction.**

The District shall deduct regular periodic Union dues or agency fees from the paycheck of each employee who has certified in writing authorization for such deduction. Funds so deducted for the employee shall be remitted by the District to the Union Business Manager at the WSCCCE Headquarters. The District will provide with the monthly dues and agency fees a copy of the payroll deduction sheet that lists each member's name, dues or agency fee amount, monthly salary, and FTE. Notice of changes in Union dues or agency fees will be sent to the District's Human Resources Manager. The Union shall indemnify the District and save the District harmless from any and all claims against the District arising out of administration of this Article, including the amounts of Union dues or agency fees deducted and withheld from earnings.

### **3.5 Union Activities.**

Any employee who requests time-off for union activities 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. Selection and training of Union officers and stewards shall be the sole responsibility of the Union. The Union shall provide the District with an updated list of these representatives. When representing employees, these representatives shall be allowed to meet with management and the affected employee on paid time, to a cumulative bargaining unit maximum of eight (8) hours per month.

### **3.6 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.

### **3.7 Notification Upon Hire of New Employees.**

The employer will notify the local Union President in writing upon the hiring of any new employee in the bargaining unit.

## **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.

## **5. RECRUITMENT AND APPOINTMENT**

### **5.1 Recruitment.**

When a regular job opening within the bargaining unit occurs, present employees shall be given first consideration for filling the vacancy. The position shall be filled by the most qualified applicant. When ability and qualifications are equal, seniority shall govern. If no fully qualified bargaining unit member applies, the District may recruit to fill the opening with a qualified outside applicant. The determination as to whether or not any opening is filled shall continue to be retained by the District.

Notices of regular job openings shall be posted on the bulletin boards for five (5) working days. Present employees who desire consideration for such openings shall notify the District in writing during the five (5) day period the notice is posted.

Any employee failing to apply for a position when posted in-house shall be eligible to apply when the District goes for outside applicants and shall be given full consideration.

### **5.2 Appointing Authority.**

All appointments shall be made by the Health 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 Criminal Background Checks.**

Where required by law or by the District's contractual obligations with funding sources, the District may perform periodic criminal background checks on employees for crimes identified in RCW 43.43.830 and RCW 43.43.832. Employees affected by this provision will complete required authorization forms or take other necessary steps to allow the District to perform required background checks.

### **5.5 Vaccines/Screening.**

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 will be provided without cost to employees. The District will maintain a list of screening and/or vaccines available to the 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 courses 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.

### **5.6 Original Appointments/Trial Service.**

All original appointments 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 trial service period.

### **5.7 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.

### **5.8 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.

### **5.9 Promotional Appointment/Trial Service Period.**

A regular employee who is promoted shall undergo a six (6) month period of promotional trial service in the higher level position before acquiring regular status in that 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 rescinding of the promotional appointment during the trial service period.

## **6. POSITION DESCRIPTIONS AND CLASSIFICATIONS**

### **6.1 Position Descriptions Maintained.**

The District will prepare and keep current a position description for each job or group of similar jobs in the bargaining unit. The position descriptions will provide the basis for evaluating jobs and establishing salaries in accordance with Section 7.1. When position descriptions are written or revised, employees shall have an opportunity to provide information concerning their knowledge of the position and to comment on the completed draft description before final approval.

### **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 Amendment of Position Classification.**

When the duties or qualification or requirements of a position are changed sufficiently to require a revision of the position description the position will be re-evaluated to determine if a substantial change has occurred requiring that the position be reclassified to a new position class. Such re-evaluation can be initiated by the District or the Union. The District will inform the Union in writing of its evaluation results. Either party may request that the District and Union meet to determine the appropriate salary as provided for in Section 7.1.

### **6.4 Establishing New Position Classification.**

If a new position is created in the bargaining unit, the District shall prepare a position description and complete an evaluation of the position. The District shall advise the Union in writing of the evaluation results. Either party may request that the District and Union meet to determine the appropriate salary as provided for in Section 7.1. If the parties agree to a change in the salary, the new rate shall be retroactive to the date the employee began performing the full range of the duties of the position.

### **6.5 Change of Position to a Lower Class.**

If a position is assigned to a lower class either after application of Section 6.3 or as a result of negotiations 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 steps of the lower class they shall retain their current salary for one (1) year and then shall be placed at the maximum step of the lower class.

## **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 as follows:

**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 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.

### **7.5 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 six (6) months following 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.

### **7.6 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.

#### **7.7 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.

#### **7.8 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 2.14).

#### **7.9 Temporary Part-Time Employees.**

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

#### **7.10 Compensation for Overtime.**

Payment for overtime will be at the rate of one and one-half times the employee's regular 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. Compensatory time-off shall be utilized in accordance with Article 12, Section 12.13. Upon mutual agreement, hours within the work week may be flexed to reduce the occurrence of overtime for Fair Labor Standards Act (FLSA) nonexempt employees.

#### **7.11 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 six (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.

#### **7.12 Pay for Performing the Duties of a Higher Classification.**

Employees who are assigned substantially all of the duties and responsibilities of a position in a higher classification, as determined by the District, for a period of three (3) or more calendar days will be paid the higher of: (1) the first step of the salary schedule for the higher class; or (2) the step of the higher classification salary schedule which equals one step (approximately five (5) percent) more than the employee's regular salary. All higher classification pay provided by this section must be approved in advance by an employee's supervisor. Employees routinely assigned duties associated with a higher classification in a manner that does not qualify for higher classification under this section shall notify a supervisor for review under Article 6.

The pay provided by this section does not apply to cross-training. The pay provided by this section also does not apply to higher classification training, provided that such training is provided under the guidance of a supervisor.

For exceptional circumstances approved at the discretion of the District, employees may be authorized for pay under this section associated with higher classification training. Such an exceptional circumstance may include the unexpected or sudden vacancy of a higher classification employee, when a lower classification employee is asked to train and assume the duties of the higher classification for thirty (30) calendar days or longer.

### **7.13 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 six (6) months and the step-increase date will be established in twelve (12) months' time.

### **7.14 Reclassification Upwards.**

An employee who is reclassified for reasons which do not include a change in duties to a different position class having a higher salary schedule will move from the present numerical step of the present salary range to the step of the new salary range which represents at least a 5 percent increase or the first step of the new salary range, whichever is greater, without a change in the step-increase date.

### **7.15 Longevity Pay.**

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

- 7.15.1** Additional payment of \$30.00 per month after completion of 120 service credits (equivalent to 10 years of continuous full-time service).
- 7.15.2** 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).
- 7.15.3** 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).
- 7.15.4** 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 service).



### **7.16 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 on the last working day of each pay period recording the hours worked during the period. Employees' paychecks will be available 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.

### **7.17 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 basic salary of fifty dollars (\$50.00) 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 will only be paid if the District assigns the employee to use his or her interpreter skills.

## **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). 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, effective 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:

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 plan.
- 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 (\$48,000 per employee). 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.**

**8.5.1** 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.

**8.5.2** The bargaining unit has elected not to choose a funding source for the HRA VEBA Plan at this time. The Union must notify the District by November 30<sup>th</sup> if it wishes to change the funding choice for the following year.

### **9. TRANSPORTATION**

#### **9.1 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 shall be at the applicable Internal Revenue Service mileage allowance. Changes in the IRS allowance will be effective on the first day of the month following the Union's notice to the District that the IRS has announced a new mileage allowance.

#### **9.2 Bus Pass.**

Any employee regularly utilizing Community Transit, Sound Transit or Everett Transit to commute to work shall be reimbursed up to fifteen dollars (\$15.00) per month for the cost of a monthly bus pass.

## 10. HOURS OF WORK

### 10.1 Work Periods.

Unless otherwise established in writing, the work period for purposes of calculating overtime for employees assigned to a 5/8, 4/10, Alternate, Flex, or part-time schedule is a seven (7) calendar day period beginning at 12:00 a.m. Monday and ending at 11:59 p.m. Sunday. The work period for employees working a 9/80 schedule will be a seven (7) calendar day period beginning at the midpoint of the employee's eight (8) hour shift.

### 10.2 Work Schedules

**10.2.1** Determination of Work Schedules. The District will determine the schedule for all employees and any changes to the schedule subject to the provisions of this Article.

**10.2.2** Full-Time Schedules. All regular full-time employees will be assigned to one of the following schedules:

- a) 5/8s. Unless otherwise agreed, regular full-time employees will be assigned to work five (5) consecutive eight- (8) hour days on duty, Monday through Friday, followed by two (2) consecutive days off. The daily starting and ending times for employees working a 5/8 schedule will be consistent with the standard operating hours of the work group to which the employee is assigned.
- b) 4/10s. Upon mutual agreement, full-time employees may be assigned to work four (4) consecutive ten- (10) hour days on duty, excluding Saturday and Sunday, followed by three (3) consecutive days off.
- c) 9/80. Upon mutual agreement, full-time employees may be assigned to work a combination of eight (8) nine- (9) hour days and one eight (8) hour days on duty, excluding Saturdays and Sundays, during a two week period that results in eighty (80) scheduled work hours during a two (2) workweek period.
- d) Alternate Work Schedules. Upon mutual agreement, full-time employees may be assigned to work weeks and work shifts of different lengths in order to meet business and customer service needs or in response to employee request. An alternate schedule will include at least two (2) consecutive days off.
- e) Flex. Upon mutual agreement, full-time employees may be assigned to work a flexible schedule of forty (40) hours per work period with starting and ending times set by agreement between the employee and his or her supervisor.

**10.2.3** Part-Time Schedules. The District will determine the schedule for part-time employees based on operational needs and the role of the employee.

**10.2.4** Non-Traditional Hours. Employees who are required to work after 6:00 p.m. or on a Saturday or Sunday will be paid at their overtime rate for such hours; provided that this provision will not apply to hours an employee works as part of a flexible or alternate schedule arranged by mutual agreement.

### **10.3 Schedule Changes.**

**10.3.1** **Ongoing Changes**. Employees will be notified in writing at least fourteen (14) calendar days in advance of an ongoing change (lasting twenty-one (21) days or longer) in their regular schedule; provided that this notice may be waived by the employee. The day that notification is given is considered the first day of notice.

**10.3.2** **Temporary Changes**. Employees will be given at least forty-eight (48) hours' notice of a temporary change to their schedule; provided that this notice may be waived by the employee and further provided that this notice provision will not prevent the District from assigning additional overtime work.

### **10.4 Meal and Rest Periods**

**10.4.1** The parties agree to meal and break periods for employees that vary from and supersede the meal and break period requirements of WAC 296-126-092.

**10.4.2** Employees will receive a minimum of one-half (1/2) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee shall be entitled to compensation for the portion of the meal period he or she was required to work.

**10.4.3** Employees will be allowed a rest period of fifteen (15) minutes in each one-half (1/2) shift of four (4) or more hours in duration. Where the nature of the employee's work allows the employee to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required.

**10.4.4** Meal and rest periods will be scheduled with the approval of the employee's supervisor. Meal and rest periods may not be used for late arrival or early departure from work, and meal and rest periods shall not

be combined; provided that occasional exceptions may be permitted with prior approval of the supervisor.

### **10.5 Overtime Work Authorization.**

The District will give maximum feasible notice when overtime is required. The District will offer overtime equally 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. Avoidable overtime without prior authorization will be recognized and compensated by the District, but may 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:

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
Christmas Day	December 25

### **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 Non-Paid Leave.**

Employees on leave without pay the working day preceding or following a legal holiday shall not be entitled to pay for the legal holiday.

#### **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 noncumulative and noncompensable upon termination. Floating Holidays may not be taken after notice of termination has been given.

**11.4.2** Full-time employees beginning work before April 1 will be entitled to three (3) floating holidays during the calendar year. Full-time employees beginning work after March 31 but before October 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.

#### **11.5 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.

#### **11.6 Unpaid 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.

### **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 <u>per month</u>	Days earned <u>per year</u>
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, when possible. Working days are defined as days scheduled for work.
- 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 comply with the notice and other provisions governing sick leave use 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 requires the employee to be absent from work within 48 hours of condition notice.
- 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 with adequate notice (as defined in Section 14.1)

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: child (including biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent), parent (including biological, adoptive, de facto, foster, step, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), 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.

**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 than 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.
- 12.7.6 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 non-paid.

**12.7.7** An employee, unable to return to work due to illness or injury may use any accrued annual leave for the purpose of sick leave. An employee in such situation, who does not wish to use all accrued annual leave for the purpose of sick leave, will have the alternative of applying to the District for a nonpaid leave while retaining not more than 15 days of annual leave. The granting of any such nonpaid leave will be up to the discretion of the District and shall not exceed 6 months' duration.

**12.8 Sick Leave Payment/Termination.**

Accumulated sick leave upon separation or termination under circumstances covered by Sections 17.1 (Resignation), 17.2 (Retirement), or 17.3 (Reduction-in-Force) will be paid according to the schedule below:

**12.8.1** For employees hired on or before January 1, 2015:

- a) Employment through 83 service credits: no payment of any portion of accumulated sick leave upon termination.
- b) Employment with 84 service credits through 179 service credits: 25 percent of the value of accumulated sick leave hours upon termination.
- c) Employment with 180 service credits or more: 50 percent payment of the value of accumulated sick leave hours upon termination.

**12.8.2** For employees hired after January 1, 2015:

- a) Employment through 83 service credits: no payment of any portion of accumulated sick leave upon termination.
- b) Employment with 84 service credits and more: 25 percent of the value of accumulated sick leave upon termination, with a maximum cashout of 1000 hours.

**12.8.3** 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 12.8.2).

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. 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 twenty-one (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 one (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 Earned Compensatory Time Leave.**

Earned compensatory time must be taken within one (1) year from the date earned. Use of earned compensatory time may include partial days off in units of not less than one (1) hour.

### **12.14 Inclement Weather Leave.**

Up to four (4) hours per year, noncumulative, will be granted for tardiness due to inclement weather. Any absence or tardiness over four (4) hours due to inclement weather will be charged to unused vacation or compensatory time at the employee's option.

### **12.15 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 will have the option of endorsing pay received from jury or related service to the District and collecting full salary from the District.

### **12.16 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:

**12.16.1** 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.

**12.16.2** 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).

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

### **12.17 HSA Sick Leave Conversion.**

Effective December 1 of each calendar year, in lieu of the conversion options listed in Article 12.16, employees currently enrolled in the CDHP health insurance option who have opened a Health Savings Account (HSA), and who have more than 600 hours of accumulated sick leave, may elect to convert accumulated sick leave in excess of 600 hours into their HSA accounts. An employee who elects the HSA conversion option is excluded from the conversion options in Article 12.16.

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 hours in his/her sick leave bank after the conversion. The value of the sick leave conversion shall be based on the following:

- 12.17.1** 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.
- 12.17.2** 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.
- 12.17.3** 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.

#### **12.18 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 paid sick 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 with the District and will be done at the discretion of the District. 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 approved by the District, subject to the policies outlined in Section 12.4.

#### **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 a leave of absence shall not have retroactive rights to any appointment or promotional procedure conducted during the leave of absence. Employees on nonpaid leave may apply and will be considered for any open bargaining unit positions posted during their 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 Service.**

- 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 one (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.

**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 ten (10) working days, not including the day of the notice. Working days, for purposes of this section, are defined as days Monday through Friday (including holidays) and do not include 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.

**14.3 Reduction-In-Force.**

**14.3.1** The District may layoff employees as made necessary due to lack of work or other legitimate reasons.

**14.3.2** 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.

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

**14.3.4** Prior to layoff of any regular employee, the District will provide 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 will not apply and the District will be required to give the employee a minimum of one day advance notice.

**14.3.5** Options of Employees Affected by Reduction in Force. Employees whose position is eliminated or whose FTE is reduced by a R.I.F. shall be offered these options which may be available within the bargaining unit, and will be given two (2) business days following notice to exercise any bumping rights provided below. The original day of notice shall not be counted towards the two (2) business days.

- a) A transfer to a vacant position within the same classification and with no reduction in pay.
- b) The right to bump the least senior occupant in the same classification with the same or with the closest FTE allocation, provided he/she meets the minimum skills, abilities and qualifications, has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period. If there is not a position of exactly equivalent FTE status, the employee may

exercise their rights in 14.3.5(c). "Seniority" shall be defined as the current period of continuous full-time equivalent employment in the bargaining unit, as described in Article 2.14 (Service Credit Calculation). In case of a tie, the employees with the same seniority will first be ranked according to date of hire with the District. Further ties shall be decided by the toss of a coin. 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.

- c) The right to bump the least senior occupant in the same salary range with the same or with the closest FTE allocation, whether or not the employee holds previous status, provided he/she meets the minimum skills, abilities and qualifications, has greater seniority and can perform the full range of duties of the position with a brief orientation or familiarization period. If there is not a position of exactly equivalent FTE status, the employee may exercise their rights in 14.3.5(d).
- d) The right to bump the least senior occupant in a lower classification in the bargaining unit with the same or with the closest FTE allocation, provided he/she meets the minimum skills, abilities and qualifications, and has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period. If there is not a position of exactly equivalent FTE status, the employee may exercise their rights in 14.3.5(e).
- e) An employee denied the right to exercise his/her seniority according to "b," "c," or "d" above, due to a lack of specific skills, abilities, and qualifications, may bump the next least senior employee with the same or with the closest FTE allocation for whose position he/she meets the minimum skills, abilities and qualifications, and has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period.
- f) If after exercising seniority rights per the sections immediately above, the employee must accept appointment to a position with different FTE status and he/she does not wish to accept the change in FTE, then he/she shall be laid off.

An employee replacing another employee, as per "d" above, shall have his/her pay rate continue 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.

No more than three (3) bumps total shall occur as the result of each position elimination/hour reduction.

**14.3.6** 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.

**14.3.7** 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 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 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, unless such employee requests in writing to remain on the register.

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

**14.3.8** An employee returning from layoff pursuant to the procedure set forth in Section 14.3 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 Furlough.**

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 or hours reductions on an emergency basis, applicable to those employees affected by the funds being temporarily eliminated. 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 are subject to the same funding source, can be restored only 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). In addition, affected employees may elect to use accrued paid vacation leave during the temporary hours reduction or furlough. Temporary furloughs will not affect the notice provisions or other rights associated with a reduction-in-force, as described in Section 14.3.

### **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. Documentation of disciplinary action at the oral warning or written reprimand level of discipline will be removed from the employee's personnel file after two (2) 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.**

An employee may be disciplined for just cause.

### **16.3 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. Disciplinary suspension will not affect seniority, but it will constitute a suspension of holiday pay, accumulation of sick leave and accumulation of annual leave credit.

### **16.4 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 and the effective date. 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.

### **16.5 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 five (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 permanent status.



#### **16.6 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 and without notice of cause.

#### **16.7 Discipline During Trial Service Period.**

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

#### **16.8 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.

#### **16.9 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.

#### **16.10 Pre-Disciplinary Hearing.**

As soon as reasonably practical after an employee has been furnished with the notice of intent to suspend, demote or discharge, a pre-disciplinary hearing will be scheduled. The employee is entitled to Union representation at the pre-disciplinary 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 discipline.

#### **16.11 Abandonment of Position.**

An employee absent from work for a period of 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/Time Limits.**

A “grievance” is hereby defined as an alleged violation of the terms of this Agreement by the District, an employee or a group of employees. The time limits set forth in this Grievance Procedure may be extended by mutual agreement. Absent such an agreement, the failure of an employee or group of employees to comply with applicable time limits will result in a waiver of the grievance; the failure of the District to comply with applicable time limits will result in the grievance being advanced to the next step in the Grievance Procedure. For purposes of this Article, working days shall be defined as Monday through Friday, excluding holidays.

**17.2 Grievance Procedure/Step One.**

Any employee, group of employees or the Union having a grievance shall present the grievance to the immediate supervisor within 10 working days of the occurrence of the grievance or within 10 working days of the date when the employee knew of or should have known of the occurrence. The immediate supervisor shall be given 5 working 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) or Union shall present the grievance to the Division Head within 5 working days of the immediate supervisor’s decision. The Division Head shall have 5 working 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 Officer a written “Notice of Grievance.” 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 sections of this Agreement relied upon or claimed to have been violated.

All grievances must be presented to the Health Officer in writing within 10 working days after failure of Step Two.

The Health 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 10 working days of receipt of the grievance.

Should either the Health 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 shall be initiated at the Step Three level by the Health Officer, or his/her designee, serving upon the bargaining representative a "Notice of Grievance." The bargaining representative, 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 10 working 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 10 working 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:

- a) The parties shall attempt to select an impartial arbitrator by mutual agreement; or
- b) If the parties cannot agree on an arbitrator within 20 working days of the demand for arbitration, the grieving party will request from the Federal Mediation and Conciliation Service a list of 7 disinterested persons 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 parties will alternate strikes; the first strike will be determined by the flip of a coin. Once both parties have exercised their three strikes, the remaining person shall be the arbitrator.

The arbitrator shall commence hearing within 10 working days or as soon thereafter as is possible and shall render a decision in writing within 30 days after conclusion of testimony and argument. 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 or outside the employee's work hours.

### **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 District's internal website. Board of Health agendas and minutes of a meeting shall be posted a minimum of five (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 in advance to their supervisor.

### **19.4 Labor-Management Meetings.**

It is the intent of the District and the Union to meet from time to time as mutually agreed to discuss, in a non-adversarial and collaborative forum, issues of mutual interest, including proposed personnel policies, rules, and regulations affecting working conditions. Meetings will be used for discussions only, and will not be a substitute for collective bargaining.

### **19.5 Limited Scope.**

No matters or conclusions discussed in the Labor/Management meeting shall contradict, add to, or delete from any provisions of this agreement, unless done through the amendment process referenced in Section 21.2.

## **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. 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, 2018 and shall continue in full force and be binding upon the respective parties hereto, until 12:00 midnight, December 31, 2020.

### **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.

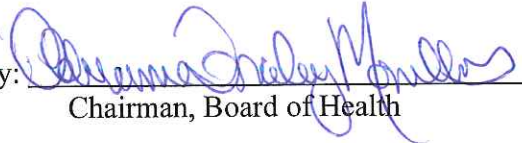
**21.3 Modification of Subsequent Agreement.**

Written notice must be served by either party of its intent to modify this Agreement not less than ninety (90) days nor more than one hundred twenty (120) days prior to expiration.

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 2/13/18

By:   
Chairman, Board of Health

ATTEST:

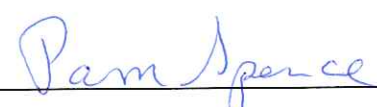
  
Jefferson Ketchel, Administrator

Washington State Council of County  
& City Employees AFSCME, AFL-CIO

Date Signed 2/27/18

By:   
Staff Representative

ATTEST:





## ADDENDUM A

### WAGES

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

AFSCME	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Database Analyst	16	\$4,698	\$4,933	\$5,179	\$5,438	\$5,710	\$5,996	\$6,295
Purchasing Coordinator	14	\$4,261	\$4,474	\$4,698	\$4,933	\$5,179	\$5,438	\$5,710
Administrative Assistant Payroll Analyst/Graphics Designer	13	\$4,058	\$4,261	\$4,474	\$4,698	\$4,933	\$5,179	\$5,438
Building&Fleet Maintenance Spec	12	\$3,865	\$4,058	\$4,261	\$4,474	\$4,698	\$4,933	\$5,179
Program Specialist 2	11	\$3,681	\$3,865	\$4,058	\$4,261	\$4,474	\$4,698	\$4,933
Program Specialist 1	10	\$3,505	\$3,681	\$3,865	\$4,058	\$4,261	\$4,474	\$4,698
Program Assistant 2	9	\$3,339	\$3,505	\$3,681	\$3,865	\$4,058	\$4,261	\$4,474
Program Assistant 1	8	\$3,180	\$3,339	\$3,505	\$3,681	\$3,865	\$4,058	\$4,261

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

AFSCME	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Database Analyst	16	\$4,828	\$5,069	\$5,322	\$5,588	\$5,868	\$6,161	\$6,469
Purchasing Coordinator	14	\$4,379	\$4,598	\$4,828	\$5,069	\$5,322	\$5,588	\$5,868
Administrative Assistant Payroll Analyst/Graphics Designer	13	\$4,170	\$4,379	\$4,598	\$4,828	\$5,069	\$5,322	\$5,588
Building&Fleet Maintenance Spec	12	\$3,972	\$4,170	\$4,379	\$4,598	\$4,828	\$5,069	\$5,322
Program Specialist 2	11	\$3,782	\$3,972	\$4,170	\$4,379	\$4,598	\$4,828	\$5,069
Program Specialist 1	10	\$3,602	\$3,782	\$3,972	\$4,170	\$4,379	\$4,598	\$4,828
Program Assistant 2	9	\$3,431	\$3,602	\$3,782	\$3,972	\$4,170	\$4,379	\$4,598
Program Assistant 1	8	\$3,267	\$3,431	\$3,602	\$3,782	\$3,972	\$4,170	\$4,379

Effective January 1, 2020, the District will apply a 2.75% increase to all positions as follows:

AFSCME	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Database Analyst	16	\$4,960	\$5,208	\$5,468	\$5,741	\$6,028	\$6,330	\$6,646
Purchasing Coordinator	14	\$4,498	\$4,723	\$4,960	\$5,208	\$5,468	\$5,741	\$6,028
Administrative Assistant Payroll Analyst/Graphics Designer	13	\$4,284	\$4,498	\$4,723	\$4,960	\$5,208	\$5,468	\$5,741
Building&Fleet Maintenance Spec	12	\$4,080	\$4,284	\$4,498	\$4,723	\$4,960	\$5,208	\$5,468
Program Specialist 2	11	\$3,886	\$4,080	\$4,284	\$4,498	\$4,723	\$4,960	\$5,208
Program Specialist 1	10	\$3,701	\$3,886	\$4,080	\$4,284	\$4,498	\$4,723	\$4,960
Program Assistant 2	9	\$3,525	\$3,701	\$3,886	\$4,080	\$4,284	\$4,498	\$4,723
Program Assistant 1	8	\$3,357	\$3,525	\$3,701	\$3,886	\$4,080	\$4,284	\$4,498