

AGREEMENT

Between

SNOHOMISH HEALTH DISTRICT

and

WASHINGTON STATE NURSES ASSOCIATION

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 NURSES ASSOCIATION (hereinafter called the “Association”). The purpose of this Agreement is to set forth a written agreement with respect to wages, hours of work, rates of pay and conditions of employment.

1. PREAMBLE

1.1 Snohomish Health District Organization

Snohomish Health District is a separate and distinct municipal corporation organized under the laws of the State of Washington RCW 70.46. Members of the District are Snohomish County and the incorporated cities and towns within Snohomish County. The District is the official public health agency for these entities operating under the laws of the State of Washington, rules and regulations adopted by the Snohomish Health District Board of Health. The governing body of the District is the Board of Health organized pursuant to RCW 70.46.030 and having the powers and duties of the local Board of Health as set forth in RCW 70.05.060. The administrative director of the District is the Health Officer, appointed by the Board of Health, who has the powers and duties of the local Health Officer as set forth in RCW 70.05.070.

2. PURPOSE AND SCOPE

2.1 Scope.

It is recognized by the parties that the District is a public employer. Nothing contained in this Agreement shall be in violation of any law enacted by the State Legislature of the State of Washington regulating such District and the employees thereof and, in the event of any such conflict, the laws of the State of Washington promulgated by the State Legislature shall control. Nothing contained herein shall be deemed in any manner to restrict any public officer of the District from the discharge and performance of duties as such are defined by the laws of the State of Washington and the rules and regulations promulgated by the Washington State Board of Health.

3. DISCRIMINATION

3.1 Discrimination.

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

4. DEFINITIONS

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

4.1 Employee Representatives.

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

4.2 Full-time Employee.

An employee regularly scheduled to work 40 hours per week.

4.3 Part-time Employee.

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

4.4 Employee/Regular.

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

4.5 Employee/Trial Service.

An employee during the first 6 months of employment (initial trial service) or a regular employee during the first 6 months following promotion (promotional trial service) during which time the employee is required to demonstrate suitability for the position. The trial service period will be extended by the number of months during which credit is not earned because the employee was on nonpaid leave for 50 percent or more of the regularly scheduled working days in that month. The Employer may extend the initial trial service period for up to an additional three (3) months.

4.6 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. A temporary employee may not be employed by the District for more than 1,040 hours in a year.

4.7 Spouse/Domestic Partner.

4.7.1 A spouse is the individual legally married to the employee of the District who is covered by this Agreement. To be eligible for the coverage of any Agreement provision referencing “spouse,” the District must receive either a copy of the marriage certificate or an affidavit signed by both individuals in the marriage.

4.7.2 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 employment, may have the domestic partnership recognized by the District by completing and submitting to the District an affidavit signed by both partners prior to the end of the first week 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 the end of a domestic partnership will not be accepted by the District for one month following notice of separation.

4.8 Position Classification.

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

4.9 Full-time Equivalent (FTE).

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).

4.10 Full-time Equivalent (FTE) Variations.

When an employee works .2 FTE more or less than regularly scheduled for more than 50 percent of the working days of the month, the credit earned by the employee for the month will be adjusted to reflect the greater or lesser FTE.

4.11 Part-time Employees/Continuous Years of Employment.

Continuous years of employment for part-time employees 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 6 months at .80 FTE (4.8), and 6 months at .40 FTE (2.4), and 8 months at .60 FTE (4.8) the total is 12 ($4.8+2.4+4.8=12$), or one full-time equivalent year of service. Part-time employees shall earn the same benefits as full-time employees based on equivalent full-time continuous years of employment, which shall be calculated by dividing the sum of the monthly FTE by 12.

4.12 Appointment/Original.

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

4.13 Appointment/Promotional.

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

4.14 Demotion.

The reassignment of an employee to a job in a different position classification having a lower salary schedule.

4.15 Seniority

The current period of continuous full-time equivalent employment within the bargaining unit. 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. When two or more employees have equal seniority, ties will be resolved by the toss of a coin.

4.16 Termination

The separation of the employee from employment by dismissal, abandonment of position, reduction-in-force, resignation or retirement.

5. RECOGNITION

5.1 Bargaining Unit.

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

6. ASSOCIATION MEMBERSHIP

6.1 Association Membership.

Members of the bargaining unit shall become members of the Association the first of the month following completion of a full month's service and shall thereafter tender dues uniformly required as a condition of membership. Employees who, because of bona fide religious tenets or teaching of a church or religious body of which such employee is a member, do not wish to join the Association shall pay an amount equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. If an employee for any other reason does not wish to be a member of the Association, that employee shall pay to the

Association an agency fee equal to the regular Association dues unless the employee and the Association have made other arrangements. The District will inform all prospective employees of the requirements of this section. Employees who fail to comply with these requirements will be discharged by the District within 30 days after receipt of written notice to the District from the Association. The Association shall indemnify, defend and hold harmless the District from any and all claims, demands, suits or other forms of liability that may arise against the District for or on account of any of the provisions of this Article.

6.2 Association Dues/Payroll Deduction.

The District shall, for the duration of this Agreement, deduct regular periodic Association dues or agency fees from the paycheck of each employee who has certified in writing authorization for such deduction upon such form as may be approved by the District from time to time. Funds so deducted for the employee shall be remitted by the District to such officer or agent of the Association as the Association shall, in writing, designate.

6.3 Association Activities.

Any employee who requests time-off for association 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.

6.4 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. Conditions of hiring, changes in status, changes in pay or approval/denial of leaves of absence will be documented in writing and transmitted to the employee in writing. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel files.

6.5 Roster.

Within thirty (30) days of the ratification of this Agreement and then semiannually thereafter, the District shall provide the Association with an Excel spreadsheet attachment

to an email listing of all employees covered by this Agreement. The roster shall include name, address, last four digits of Social Security number, employee identification number, telephone number, dates of employment, department, current step and current wage rate. On a monthly basis, the District shall supply to the Association the above information for all nurses who are newly hired, transferred into or out of the bargaining unit, or whose employment was terminated. The Association agrees to use the listed roster information only for Association business and to hold the District harmless from damages resulting from all use of the information.

6.6 Contract Distribution.

Upon initial employment, employees shall be given a copy of the employee's position or classification description, and will be directed to the Association's website where the current Agreement is posted for download and review. During the orientation of new employees, the District shall provide the Local Unit Chairperson or designee fifteen (15) minutes to introduce this Agreement to the new employees. This time will not be used to conduct Association business. The District shall also post a copy of this Agreement on its internal website.

7. MANAGEMENT RIGHTS

7.1 Management Rights.

The District retains the right and obligation to:

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

7.1.2 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;

7.1.3 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.

7.2 Contracting Out.

All bargaining unit work of the District shall be performed by bargaining unit employees except when necessary to eliminate excessive overtime caused by seasonal changes in the level of unit work, or when necessary to meet public health needs caused by a bona fide public health emergency. The District will not lay off bargaining unit employees in order to contract out bargaining unit work. The District will not contract out bargaining unit work if names of laid-off employees qualified to perform the work are listed on the unit

recall register, without first offering the work to qualified employees on the recall register.

Except for those circumstances involving a bona fide public health emergency, prior to contracting out bargaining unit work the District will provide 30 days' advance notice to the Association and will be available to discuss other alternatives with Association representatives.

7.3 Discrimination/Association Membership.

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

8. RECRUITMENT AND APPOINTMENT

8.1 Recruitment.

The District recognizes that it is preferable to fill vacancies within the bargaining unit by the promotion of qualified employees rather than by appointment of other persons. To facilitate the promotion of qualified bargaining unit employees to open positions within the bargaining unit, the District will:

8.1.1 Post notices of any such open positions at least 5 days before the time the open position is publicly announced.

8.1.2 Interview all applicants from within the bargaining unit for any such open position.

8.1.3 Give preference in filling any such open position to applicants from within the bargaining unit on the basis of length of service, so long as the ability and qualifications of applicants are comparable in the judgment of the District. For purposes of this section, the "ability and qualifications" of applicants shall be considered comparable when, in the judgment of the District, an applicant with greater length of service is able and willing to acquire the skills necessary to meet the minimum and preferred qualifications for the position within four weeks.

8.2 Appointing Authority.

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

8.3 Vaccines/Screenings

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, effective April 10, 2012. Prophylactic medications, vaccines, and laboratory testing for immunity required for the employee's position with the District or required

due to an on-the-job exposure will be provided without cost to employees. The District will not discriminate based on the results of such screening or vaccinations, so long as the public health is not placed at risk.

Employees refusing prophylactic medications, vaccines or other recommended course of action based on religious or other personal beliefs will be assigned other duties or placed on leave without pay, if necessary in the judgment of the District to protect the public health. However, if the exposure was work-related, the employee will be able to use sick leave for the first three days of a required absence, and to supplement workers' compensation benefits, as provided by Section 15.7.5.

8.4 Original Appointments/Trial Service.

All original appointments to a regular position shall begin with a 6-month 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 6 calendar months of service. In the case of regular part-time employees, the initial trial service period will not be concluded until either the full-time equivalent of 6 months work has been completed or the employee has worked for the District for 9 calendar months. In no event shall the trial service period for any employee extend beyond 9 calendar months.

The District may extend an employee's original appointment trial service period for up to an additional 3 months. Prior to the conclusion of the trial service period, the employee will receive written notice of and reasons for the extension.

Employees for whom the trial service period is extended shall be given a written performance evaluation no less than 30 days prior to the end of the scheduled trial service period which shall include those areas where improvement is necessary.

8.5 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. A qualified employee who is officially appointed on a temporary basis to a position having a higher classification than his/her permanent position will be paid at a rate of four percent (4%) higher than his/her current base pay for such time as the temporary appointment shall be in effect. When multiple employees are qualified to fill a temporary vacancy, management will give due consideration to seniority and employee preference in making the assignment.

8.6 Reappointment.

A person rehired after a break in employment will undergo a full initial trial service period commencing on the date of reemployment unless the reemployment occurs within one year, there is no change in classification, and the employee had completed the trial service period.

8.7 Promotional or Lateral Appointment/Trial Service Period.

A regular employee who is promoted or who successfully applies to transfer to a vacant position within his/her classification shall undergo a trial service in the new position before acquiring regular status in that position. If the employee decides within sixty (60) calendar days that the position is not a good fit, or if the District elects within six (6) months of the appointment to rescind the promotion/transfer, 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/transfer had not occurred. The employee will not lose any benefit during a promotional/lateral appointment trial service period except that such employee will not have the right to appeal a rescinding of the promotional/lateral appointment during the trial service period. The period for the District to rescind a promotion/transfer shall be extended by each working day of nonpaid leave that occurs during the trial service period.

8.8 Evaluation.

All employees will receive a complete written evaluation prior to the end of the trial service period. Thereafter, employees will be evaluated no less than twice annually. At the time of the evaluation a copy will be placed in the employee's personnel file and a copy will be given to the employee.

8.9 Position Transfer Requested by Management.

An employee who has been transferred to a different position within a classification at the behest of management will not be required to serve a trial service period.

9. POSITION CLASSIFICATIONS

9.1 Position Classifications in Effect.

Classifications and their respective descriptions in effect are those which have been acknowledged and agreed upon by the parties.

9.2 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.

9.3 Creation and Amendment of Position Classifications.

If the Association wishes to propose the creation of a new Position Classification or the revision of an existing classification, such proposal shall be made at the time of submitting proposals for the revision of the existing Agreement. If the District wishes to

propose the creation of a new Position Classification or the revision of any existing classification, such proposal shall be made either at the time of submitting proposals for revision of the existing Agreement, or in writing with 30 days' notice to the Association. In the event that the District makes such a proposal during the term of this Agreement, the Association will respond to the District's proposal within the 30-day notice period and a meeting, if requested, shall be convened within 45 days of the date of the original letter sent by the District to the Association. In no event shall an amendment to an existing Position Classification result in loss of wages or step increase to any member of the bargaining unit during the term of this Agreement. Position Classifications may not be created or revised without the written concurrence of both parties to this Agreement.

10. COMPENSATION

10.1 Salary Schedules.

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

10.2 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.

10.3 Step Placement of Public Health Nurses Upon Original Appointment.

10.3.1 A staff public health nurse (PHN) will be placed at Step 1 at the time of employment if the nurse is a graduate without work experience, if work experience in a local public health department (or equivalent) is less than one year's continuous time on a full-time basis, and if work experience was not related to the specific public health nursing duties to which the PHN is to be assigned.

10.3.2 A PHN will be placed at Step 2 at the time of employment if the nurse has a minimum of 1 year's previous work experience but less than two years' experience in a local public health department (or equivalent) in the public health nursing field to which the PHN has been assigned.

10.3.3 A PHN will be placed at Step 3 at the time of employment if the nurse has been employed a minimum of two years in a local public health department, if such employment has been within the past five years, and if the duties performed during such employment were related to the specific public health nursing duties to which the PHN is to be assigned.

10.3.4 Other employment experience may be substituted for the criteria in Sections 10.3.2 and 10.3.3 if it provided experience in public health, community

nursing or other experience related to the specific public health nursing duties to which the PHN is to be assigned.

10.4 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. An employee shall advance to the next higher step on the first of the month nearest to the six (6) month anniversary of employee's original appointment or promotion, the. 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.

10.5 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.

10.6 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.

10.7 Part-Time Employees.

Part-time employee pay increases will be determined and implemented on the basis of the employee's full-time equivalent continuous years of employment (see Section 4.10).

10.8 Compensation for Overtime.

Payment for overtime will be at the rate of one and one-half times the employee's usual rate of pay. Supervisors may grant employees' requests for compensatory time off in lieu of pay. Compensatory time-off shall be utilized in accordance with Article 15.13. Upon mutual consent between the District and any employee not otherwise required to flex hours, hours within the work week may be flexed.

10.9 Eligibility for Overtime Compensation.

Employees working under this Agreement are eligible for overtime compensation.

10.10 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 4 percent) more than the previous salary.

10.11 Salary Upon Re-employment.

The salary of an employee who is reemployed after a break in service of more than one (1) year 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. The salary and benefit accrual level of an employee who is reemployed after a break in service of one (1) year or less shall be at the salary step held at the District at the time of voluntary termination. The employee must have completed the trial service period before the termination, be reemployed in the same classification, and must be employed for twelve (12) months before becoming eligible for the next step increase.

10.12 Reclassification Upwards.

An employee whose position is reclassified for reasons which do not include a change in duties to a different position class having a higher salary schedule will move from the present numerical step of the present salary schedule to the same numerical step of the new higher salary schedule without a change in the step-increase date.

10.13 Longevity Pay.

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

10.13.1 Additional payment of \$30.00 per month after completion of 10 years of continuous service.

10.13.2 Additional payment of \$30.00 per month (or a total of \$60.00 per month) after completion of 15 years of continuous service.

10.13.3 Additional payment of \$30.00 per month (or a total of \$90.00 per month) after completion of 20 years of continuous service.

10.13.4 Additional payment of \$30.00 per month (or a total of \$120.00 per month) after completion of 25 years of continuous service.

10.14 Bilingual Premium Pay.

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

for which their particular language skills are a preferred qualification, as determined by the District.

10.15 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 or verified 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.

10.16 On-Call Stipend

Employees who are required to remain on-call during off-duty hours will receive a stipend of twenty-five dollars (\$25) per day. The starting and ending time for on-call periods will be described in applicable District policies and procedures; the District will consult with the affected employees prior to making any changes to on-call periods.

11. HEALTH AND OTHER INSURANCE PLANS

11.1 Health Insurance.

The District provides a benefits package (medical, basic life, dental and vision plans) for all regular and trial service employees working .50 FTE or greater. Each employee may select medical insurance from the plans afforded 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). Participation in the dental, vision and basic life insurance is mandatory for all eligible employees and becomes effective the first day of the month following the month the employee is placed on the payroll. Employees may opt out of medical insurance as permitted by PEBB. Employees, at their option, may include dependents under the District's insurance plans.

11.2 Payment of Insurance Premiums.

The District contributes for each employee regularly working .50 FTE or greater a monthly amount, which for full-time employees is set out in Addendum A, to provide for costs of insurance premiums. The District's contribution for eligible part-time employees will be prorated according to FTE. This sum shall be used to pay costs of premiums for employee insurance. Any money not required for payment of the employee's insurance premiums can be applied to the premium costs of the insurance for dependents (as defined by the plan administrator) and/or may be used to purchase additional life insurance and/or long-term disability insurance, as available through the District's plans. Employees who do not use the District's entire insurance contribution shall not receive any cash payment from the District in lieu of payment for insurance premiums.

Dependent or other insurance premium costs which exceed the money contributed by the District will be paid by the employee through payroll deduction.

11.3 Extended Eligibility.

At the employee's expense, the employee may obtain health, dental and vision coverage as provided by the carrier at a group rate after resigning or retiring from the District pursuant to federal legislation (known as COBRA).

11.4 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 Association of such action and the reason for it.

12. TRANSPORTATION

12.1 Field Staff Vehicles.

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

12.2 Use of Personal Vehicle.

In the event an employee is given approval by the District to use his/her personal automobile on District business, reimbursement shall be at the IRS business expense standard mileage rate. If the IRS changes this rate during the term of this Agreement, the new rate will be applied thirty (30) days after the District receives notice of the change from the Association or from another source.

12.3 Mileage Reimbursement.

Reimbursement for extra miles driven will be paid to an employee who, after reporting to the assigned clinic for that day, is required to report to another clinic due to need for emergency assignment. The employee will be paid mileage for extra miles driven calculated by subtracting the distance to and from the employee's residence to the assigned clinic for that day from the total mileage driven. If an employee is requested to report to the main office for the purpose of conducting business, he/she will be reimbursed for extra miles driven for the purpose of reporting to the main office.

13. HOURS OF WORK

13.1 Work Week.

The work period for purposes of calculating overtime is a seven (7) calendar day period beginning at 12:01 a.m. Monday and ending at 12:00 midnight Sunday; provided that 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. Unless District needs require otherwise, employees will not regularly be assigned to work more than 40 hours in a work week. All hours worked beyond 40 hours in a work week will be considered overtime. Any hours which an employee is required to work on Sunday will be compensated at double time. Double time pay will be in lieu of overtime pay.

13.2 Meal and Rest Periods.

Employees will receive up to one hour off, without pay, for a meal during an eight hour shift. Employees will also receive a fifteen minute paid break for each four hours worked.

13.3 RNs.

13.3.1 Basic Work Day. The Basic Work Day for RNs is from 7:00 a.m. to 7:00 p.m., Monday through Friday.

13.3.2 Schedules of Work. RNs will be informed of their work schedules at least fourteen days in advance. Absent special circumstances or mutual consent, RNs will not be assigned to work more than five days in a work week or more than eight hours (during a nine hour period) in a day. Regularly scheduled shifts will not begin before 7:00 a.m. or end after 7:00 p.m. Scheduled or assigned hours worked by RNs beyond eight hours in a day or on the sixth work day in a work week will be overtime.

Scheduling of employees to staff Saturday clinic hours will take place on a rotating seniority basis mutually agreeable to the District and the Association.

13.4 Lead PHNs and PHNs.

13.4.1 Work Day. The Basic Work Day for Lead PHNs and PHNs includes:

- a) All hours between 7:00 a.m. and 7:00 p.m., Monday through Friday;
- b) Four evening meetings (meetings taking place after 7:00 p.m.) per month (or, in the case of part-time employees working less than .8 FTE, three evening meetings per month);
- c) One Saturday per month and

- d) One Sunday per year compensated at straight time. All other work required on Sundays will be compensated at double time as provided by Section 13.1.

Hours that Lead PHNs and PHNs are required to work outside the Basic Work Day as defined in this section shall be considered overtime, and will be governed by the Overtime Work Authorization provision of Section 13.8. Overtime under this section will be in lieu of, not in addition to, overtime paid pursuant to Section 13.1.

13.4.2 Schedules of Work. The job duties of Lead PHNs and PHNs may necessitate work hours outside of the normal business day or on weekends. These employees are expected to set their schedules so that all of their job duties, including those requiring work outside of the normal business day or on weekends, can be effectively performed. When performance of these job duties requires work beyond eight hours in a day, the employee will be expected to flex his/her work hours during the work week to minimize any overtime. These employees are expected to coordinate their schedules, including the need for flexed work hours, with their supervisors to ensure that program needs are being met.

13.5 Innovative Work Schedules.

Upon mutual consent between the District and the employee, innovative work schedules may be adopted. Prior to implementation of any such innovative work schedule, the Association will be given an opportunity to review the conditions of employment relating to that work schedule. Where innovative work schedules are utilized, both the District and the employee retain the right to revert back to the previous work schedule after thirty (30) days' advance notice to the other party.

13.6 Flex Time.

Upon mutual consent between the District and any employee not otherwise required to flex hours, hours within the work week may be flexed.

13.7 Access to Management.

The District will make arrangements for management to be reachable when employees are working hours outside the normal business day.

13.8 Overtime Work Authorization.

The District will give maximum feasible notice when overtime is required. The District will offer overtime on a voluntary basis to staff members capable of performing the work in an efficient manner. In the event that no staff member volunteers to work the overtime, overtime assignments will be equitably rotated among staff. Employees requesting to work overtime will notify their supervisor as soon as is feasible.

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. Nonemergency overtime without prior authorization will be recognized and compensated by the District, but will be grounds for and may result in disciplinary action.

13.9 Pay for Travel Time.

Employees will be compensated for travel time according to the policy attached to this Agreement as Addendum C. For purposes of overnight travel, the employee's normal schedule will be the hours between 8:00 a.m. and 5:00 p.m., excluding a one-hour unpaid lunch period.

13.10 On-Call Assignments

Unless otherwise agreed, assigned call will be for one (1) week blocks. Employees who are assigned to remain on-call during off-duty hours will report as hours worked all time spent responding to work-related calls that occur on a day/evening when they are on-call, and will receive a minimum of one-half (½) hour of compensation for each day on which they receive one (1) or more such call. For example, an employee will receive thirty minutes (30) of compensation for one (1) call or multiple calls occurring on the same day that collectively total less than thirty (30) minutes of work; he/she will receive compensation for actual time worked for one (1) call or multiple calls that total more than thirty (30) minutes of work. However, in no instance will an employee record fewer than ten (10) minutes of work for each call made or received. In the event that an employee is required to return to a work site during a period when he/she is on call, he/she will be paid for a minimum of two (2) hours at his/her applicable overtime rate. Work time will begin when he/she arrives at the assigned work site or reports to the District to collect an assigned vehicle.

14. HOLIDAYS

14.1 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 in 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

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

14.1.2 Any employee who is required to work on any Holiday enumerated in this agreement will be compensated at two (2) times his/her hourly rate for each hour worked.

14.2 Floating Holidays.

14.2.1 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 two (2) months full-time or the equivalent. Part-time employees working less than .50 FTE shall be eligible to use earned floating holiday after four (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.

14.2.2 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 one-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.

14.3 Holidays/Part-Time Employees.

Part-time employees shall earn holiday pay on a prorated basis determined by multiplying the part-time employee's FTE by the full-time benefit. Part-time employees scheduled to work on a holiday may elect to use vacation pay or work additional hours during the pay period to make up the difference between the hours they would regularly work on the holiday and the hours for which they received holiday pay. Part-time employees requesting additional hours under this paragraph will be scheduled for such hours by their supervisor based upon workload requirements.

14.4 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.

15. LEAVES WITH PAY

15.1 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:

During continuous employment year	Hours earned per month	Days earned per year
1st	8 hrs	12
2nd	8 hrs 40 min	13
3rd	10 hrs	15
4th	10 hrs	15
5th	10 hrs	15
6th	12 hrs	18
7th	12 hrs	18
8th	12 hrs	18
9th	12 hrs	18
10th	14 hrs	21
11th	14 hrs	21
12th	14 hrs 40 min	22
13th	14 hrs 40 min	22
14th	15 hrs 20 min	23
15th	15 hrs 20 min	23
16th	16 hrs	24
17th	16 hrs	24
18th	16 hrs 40 min	25
19th	16 hrs 40 min	25
20th	16 hrs 40 min	25
21st	16 hrs 40 min	25
22nd and each year thereafter	20 hrs	30

15.2 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.

15.3 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.

15.4 Annual Leave Policies.

15.4.1 Annual leaves are subject to the approval of the District. Employees shall submit requests for leave to their supervisor. Leave requests of 3 days or more shall require a minimum of 10 working days' notice. Working days are defined as days scheduled for work. Leave requests of less than 3 days shall require a minimum of 2 days' notice.

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

15.4.3 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.

15.4.4 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.

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

15.4.6 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.

15.4.7 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.

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

15.4.9 An employee who is terminated at the option of the District after the trial service period shall be paid the straight-time rate for all credited hours of unused annual leave time upon termination. Payment of unused annual leave for employees who resign is governed by 17.1.1.

15.4.10 Earned compensatory time to a maximum of 5 days may be taken consecutively with annual leave.

15.5 Sick Leave Accrual.

15.5.1 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.

15.5.2 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.

15.5.3 Employees who have worked less than 50 percent 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 50 percent or more of the regularly scheduled working days in the month will earn sick leave based on their FTEs pursuant to section 15.5.1 for that month.

15.6 Sick Leave Eligibility.

Sick leave may be used for:

15.6.1 An absence resulting from the employee's mental or physical illness, injury or health condition;

15.6.2 Accommodation of the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;

15.6.3 Preventive care, such as a medical, dental or optical appointments and/or treatment;

15.6.4 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 appointment. For purposes of this paragraph, the employee's family shall include the employee's spouse or domestic partner, and any of the following relatives of the employee, spouse or domestic partner: child, parent, sibling, grandchild, grandparent, other relative residing in the employee's household, or other relative for whom the employee is lawfully authorized to act as guardian;

a) Child. For purposes of paid sick leave, a "child" is defined as a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

b) Parent. For purposes of paid sick leave, a "parent" is defined as a biological, adoptive, de facto, or foster parent, stepparent, 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.

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

15.6.6 Absences because the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

15.6.7 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.

15.7 Sick Leave/Other Policies.

15.7.1 Each employee shall be responsible for notifying the immediate supervisor of the cause of absence at the beginning of any period of sick leave. Upon return to work the employee shall submit to his/her supervisor an email confirming the dates/hours of absence.

15.7.2 The District may require medical written verification of the need for an absence exceeding three (3) days as permitted by law.

15.7.3 Falsification of a sick leave report is grounds for dismissal.

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

15.7.5 When an employee receives compensation through industrial insurance for industrial injury or illness, the sick leave pay will be sufficiently reduced so that the total pay from both sources will not exceed normal salary for the same period. Only the amount actually paid as sick leave by the District will be charged against the employee's sick leave eligibility and such charge shall be for the number of hours of full salary represented by the dollars actually paid as sick leave.

15.7.6 Effective December 1 of each calendar year, employees who have accumulated sick leave may elect to convert sick leave earned in the preceding 12 months (or a maximum of 96 hours) to additional annual leave. Additional annual leave will be computed at 20 percent of sick leave hours converted (or 12 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. Annual leave which has been earned by conversion must be utilized within 120 days of conversion.

15.8 HSA Sick Leave Conversion.

Effective December 1 of each calendar year, in lieu of the conversion option listed in Section 15.7.6, 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 option in Section 15.7.6.

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:

15.8.1 For employees hired prior to January 1, 2015, from the 7th through the 14th year of service at the District: 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.

15.8.2 For employees hired prior to January 1, 2015, with 15 years of service or longer at the District: 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.

15.8.3 For employees hired on or after January 1, 2015: 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, up to a maximum of 1000 hours.

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. Should any provision of this subsection conflict with the IRS rules governing the interplay between CDHPs/HSAs, 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.

15.9 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:

15.9.1 For employees hired prior to January 1, 2015:

- a) Employment through the 6th year: no payment of any portion of accumulated sick leave upon termination.
- b) Employment from the 7th through the 14th year: 25 percent of accumulated sick leave upon termination.
- c) Employment 15 years or longer: 50 percent payment of accumulated sick leave upon termination.

15.9.2 For employees hired on or after January 1, 2015:

- a) Employment through the 6th year: no payment of any portion of accumulated sick leave upon termination.
- b) Employment from the 7th year and following: 25 percent of the accumulated sick leave hours upon termination, with a maximum cashout of 1000 hours.

15.9.3 Sick leave cash-outs provided in Article 15.8 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 (15.8.1 through 15.8.5).

Example 1: An employee covered by Article 15.8.3 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 15.8.5 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.

15.10 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, such payment not to exceed a maximum payment of 1000 hours.

15.11 Bereavement Leave.

15.11.1 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.

15.11.2 For the purpose of bereavement leave, the employee's family shall include any of the relatives identified in Section 15.6.3.

15.11.3 Bereavement leave will not be allowed during the initial trial service period (first 6 months of employment) 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, unless otherwise approved in advance by a manager due to extenuating circumstances.

15.12 Military Leave.

Pursuant to RCW 38.40 an employee will be allowed time off with pay for active training in the United States Armed Forces or Washington State National Guard. Military leave with pay is not to exceed 21 days during each year, beginning October 1st and ending the following September 30th. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of privileges or pay.

15.13 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. An employee desiring to take Educational Leave shall submit a request to his/her supervisor on a form approved by the District. The supervisor shall respond to the request in writing by either granting the request or stating the reason for denial. The District shall maintain a record of all requests, approvals and denials and a record of all paid Educational Leave hours.

15.14 Earned Compensatory Time Leave.

Use of earned compensatory time may include partial days off in units of not less than 1 hour. Requests to use earned compensatory time will not be unreasonably denied. Unused compensatory time will be cashed out each year in the final payroll in December.

15.15 Inclement Weather Leave.

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

15.16 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. Employees are required to return to work during all working hours when released from jury duty.

16. NONPAID LEAVES

16.1 Nonpaid Leaves/Optional.

The granting of nonpaid leaves is optional with the District and will be done only with approval of the District. Such leaves shall be granted for specified periods not to exceed six (6) months for any of the following reasons: maternity leave; educational leave; military, Peace Corp or Public Health Service leave; or nonpaid sick leave. Nonpaid leave may also be granted as an extension to paid vacations or for personal business of an employee when such is determined to be warranted and approved by the District. Leaves of longer than six (6) months must receive prior approval by the Board of Health.

16.2 Family Leave.

The District will comply with the Family and Medical Leave Act and its Family Medical Leave Policy, dated April 1, 2010, and attached to this Agreement as Addendum B.

16.3 Military Spouse Leave.

To the extent required by applicable law, up to fifteen (15) days of unpaid leave will be granted to a qualified employee (who averages twenty (20) or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which he/she is entitled for any part of the leave provided under this provision. The employee must provide to the District notice of the his/her intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty.

16.4 Domestic Violence Leave.

In accordance with applicable law, if an employee is a victim of domestic violence, sexual assault or stalking, the employee may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or to seek treatment by a healthcare provider, mental health counseling or social services assistance. An employee who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, "family member" includes an employee's child, spouse, parent, parent-in-law, grandparent, or a person whom the employee is dating.

16.5 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.

16.6 Reinstatement After Nonpaid Leave.

16.6.1 An employee reporting to work at the end of an authorized leave of absence shall be employed in the same classification 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.

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

16.6.3 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 credit for said month. The step-increase date will be postponed by the number of months in which no credit is earned.

16.6.4 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. An employee who is covered by medical, dental, vision, life or other group insurance prior to going on nonpaid leave may continue employee, spouse and dependent coverage at the employee's expense for the period of time allowed by the carrier, which is currently six (6) months. 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.

16.7 Reemployment Rights Following Military Service.

16.7.1 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.

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

16.7.3 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.

17. SEPARATION AND TERMINATION

17.1 Resignation.

17.1.1 Employees voluntarily terminating employment shall give the District adequate notice of termination. Adequate notice will consist of a minimum of 14 calendar days, not including the day of the notice, holidays or annual leave days. Employees who fail to give such notice will be subject to reduction in terminal annual leave pay, reduced by the difference between the days that would have been worked, if adequate notice had been given, by the days actually worked.

17.1.2 An employee terminating 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.

17.2 Retirement.

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

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

17.3 Reduction-in-Force.

17.3.1 The District may lay off or reduce the FTE status of employees as made necessary due to lack of work, budgetary constraints or other business-related reasons. Any such reduction in personnel or reduction in FTE status of greater than .1FTE, shall be considered a reduction-in-force for purposes of this Agreement.

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

17.3.3 Prior to a reduction-in-force, the District will provide 30 days written notice to the employee(s) affected and to the bargaining representative. During such period the bargaining representative may offer proposals regarding alternatives to the reduction-in-force which will be duly considered by the District. If the affected employee(s) is an initial trial service employee(s), the above procedure will not apply and the District will be required to give the employee a minimum of one day advance notice.

17.3.4 An employee affected by a reduction-in-force shall be transferred to a vacant position within the same classification with the same FTE allocation (if any); provided he/she meets the minimum skills, abilities and qualifications, and can perform the full range of duties of the position, with a brief orientation or familiarization period. In the event that no such position is available, the employee will be offered the options from the list below to the extent they are available within the bargaining unit, and will be given five (5) business days following notice to choose among available options:

- a) The right to bump the least senior employee in the same classification (or from a lead to a non-lead) with a comparable FTE allocation provided he/she has more seniority than the employee being bumped, meets the minimum skills, abilities and qualifications for the position, and can perform the full range of duties of the position with a brief orientation or familiarization period. “Comparable FTE allocation” shall mean the identical FTE allocation or, in the absence of a position with an identical FTE allocation, the position with the FTE allocation closest to the FTE allocation of the employee designated for layoff. An employee denied the right to bump into a position because the incumbent cannot perform the full range of duties of the position, with a brief orientation or familiarization period may bump the next least-senior employee in the classification with a comparable FTE allocation. As provided in paragraph (c) below, an employee may choose to be laid off and placed on the layoff register in lieu of exercising his/her bumping rights.
- b) A transfer to a vacant position within the same classification with a lesser FTE allocation, provided he/she meets the minimum skills, abilities and qualifications, and can perform the full range of duties of the position, with a brief orientation or familiarization period or the nurse may choose to be laid off and placed on the layoff register.
- c) Accept the reduction-in-force.

17.3.5 An employee accepting another position through a choice offered in paragraphs (a) or (b) above shall have his/her pay rate continued unchanged (unless such pay rate exceeds the range for the position of the employee replaced, in which case the employee exercising replacement rights shall be paid the top step of the new range), but must accept the FTE status of the new position.

17.3.6 No new employee shall be employed by the District to perform work in a classification from which employees have been laid off until all eligible and qualified employees on the layoff register for that classification have been offered reemployment. The names of all employees who are laid off, or whose FTE is reduced, as part of a reduction-in-force shall be placed on the layoff register for their classification. Names shall remain on the register for a period of two (2) years. The procedure for reemployment shall be as follows:

- a) When a position with the District is open for employment, no qualified internal applicants have applied for the position within the timeline for internal posting, and there are one or more persons on the layoff register for the classification who possess the minimum skills, abilities and qualifications for said position, the District shall notify the person(s) of the employment opportunity.
- b) Notification of the employment opportunity by the District shall be sent by registered mail and email to the employee's last known address and email address. It shall be the responsibility of each employee listed on the register to keep the District informed of his/her current home address and email address.
- c) The employee(s) shall respond to the District's notice within seven (7) 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 from an employee within this time, the employee shall be removed from the register. In the event that one or more employee(s) responds to a notification, the position will be offered to the most senior employee responding.
- 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 twenty-one (21) calendar days after accepting the District's offer.
- e) If the laid off employee rejects a bona fide job offer, his/her name will be removed from the layoff register.

17.3.7 An employee returning from layoff pursuant to the procedure set forth in Section 17.3.6 shall not lose any seniority accrual or rights, including service time credited for the purpose of vacation accrual. Any unused sick leave previously accrued and for which the employee did not receive payment shall be restored upon reemployment. For example, an employee who received payment for 25% of her accrued sick leave upon layoff would have the remaining 75% restored upon recall. 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.

17.4 Abandonment of Position.

An employee absent from work for a period of 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 shall be forwarded to the appropriate Association representative.

17.5 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 17.3.

18. STANDARDS OF CONDUCT

18.1 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.

18.2 Alcoholic Beverage/Drugs.

There shall be no consumption of alcoholic beverages or unlawfully used drugs on District premises, 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.

18.3 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.

18.4 Use of District Vehicles.

District vehicles will be assigned to employees who require transportation in order to conduct District business. In so far as practicable, the District will assign the same vehicle to traveling PHNs each day. 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 will 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.

19. DISCIPLINARY ACTIONS

19.1 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 3 years upon the employee's request, provided there are no further similar occurrences in the intervening period.

19.2 Cause for Disciplinary Action.

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

19.3 Term of Suspension.

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

19.4 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. 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.

19.5 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 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.

19.6 Demotion During Trial Service Period.

An employee having regular status but serving a trial service period following promotion may be demoted to the previously held position without a right of appeal and without notice of cause.

19.7 Discipline During Initial Trial Service Period.

An initial trial service employee may be subject to any of the aforementioned disciplinary actions without notice of cause or right of appeal.

20. GRIEVANCE PROCEDURE

20.1 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. Time limits may be extended only by written agreement of the parties. If the last day of any time limit under this grievance procedure falls on a Saturday or Sunday, or on a holiday, the time limit shall be automatically extended to the next weekday. If the employee or the Association fails to act or respond within the specified time limits, the grievance will be considered withdrawn. If the District fails to respond within the specified time limits, the grievance will automatically proceed to the next step of the grievance procedure without any further action by the employee or the Association.

20.2 Grievance Procedure/Step One.

Any employee or group of employees having a grievance shall present the grievance in writing to the immediate supervisor within twenty-one (21) calendar days of the occurrence of the grievance. The “Notice of Grievance” shall set forth, so far as may be applicable:

20.2.1 The nature of the grievance and circumstances out of which it arose.

20.2.2 The remedy or correction the District is requested to make.

20.2.3 The section or sections of this Agreement relied upon or claimed to have been violated.

The immediate supervisor shall attempt to resolve the problem immediately and shall provide a written response within seven (7) calendar days from receipt of the “Notice of Grievance.”

20.3 Grievance Procedure/Step Two.

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

20.4 Grievance Procedure/Step Three.

All grievances must be presented to the Administrator in writing within fourteen (14) calendar days after failure of Step Two. The Administrator, or his/her designee, will take appropriate action to review the merits of the grievance and issue a written decision to the Association within fourteen (14) calendar days of receipt of the grievance

20.5 Grievances Asserted at Step Three by the Association.

Grievances asserted by the Association relating to issues that cannot be adjusted below the level of the Administrator shall be initiated at the Step Three level by the Association serving upon the Administrator a “Notice of Grievance” within twenty-one (21) calendar days of the occurrence of the grievance. The Administrator, or his/her designee, shall take appropriate action to review the merits of the grievance and issue a written decision to the Association within fourteen (14) calendar days of receipt of the grievance.

20.6 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 Association, if dissatisfied with the proposed settlement of the grievance, may within fourteen (14) calendar days after failure to adjust the grievance at Step Three serve upon the District 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 impartial arbitrator within fourteen (14) calendar days, then the Federal Mediation and Conciliation Service will be asked to submit a list of seven (7) disinterested persons from the Washington and/or Oregon subregions who are qualified and willing to act as an impartial arbitrator. Both the District and the Association shall have the right to strike three names from the panel of names submitted. The party requesting the arbitration shall strike the first name, the other party shall strike the second name, continuing in this fashion until one name remains. The remaining person shall be the arbitrator.

The arbitrator shall conduct a hearing as soon as is possible and shall render a decision in writing within thirty (30) calendar 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 Association. However, each party shall be responsible for compensating its own representatives and witnesses, including any lawyers it uses. 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 Association 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..

21. BOARD OF HEALTH

21.1 Attendance at Board of Health Meetings.

An 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. An 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.

21.2 Distribution of Board of Health Materials.

At the time District distributes to Board of Health members the packet of information for the next Board of Health meeting, the District will post the Board packet (absent any materials designated for executive session) on its internal website. and email the packet to the local unit chair and the assigned WSNA staff representative. Agendas for each Board of Health meeting will be posted by the District on its external website one week prior to the Board meeting. Minutes of Board meetings shall be posted on the District's external website after they have been approved by the Board.

22. MISCELLANEOUS

22.1 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).

22.2 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.

22.3 Tuition Refund.

The District has established a policy of refunding tuition to employees who enroll and complete an approved job-related course at an approved educational or training institution during non-working hours. Employees desiring to apply for tuition refund

must submit a written request to the District for review by the Board of Health at a regular meeting. No tuition will be refunded unless prior authorization has been granted by the Board of Health.

22.4 Discussion of Items of Mutual Concern.

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

22.5 Conference Committee.

The District agrees to maintain the existing WSNA Conference Committee during the life of this Agreement. This Committee will meet at least quarterly. The purpose of the Committee is to foster improved communications between the District and the WSNA-represented staff and either party may raise any issue for discussion. The Committee shall be advisory rather than decision-making.

22.6 Compliance With Applicable Laws

The District will comply with applicable state and federal laws relating to unemployment compensation, industrial insurance and social security taxes. The District will also make contributions required by law to Washington's Public Employees' Retirement System on behalf of all eligible employees.

23. SEPARABILITY

23.1 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.

24. TERMS OF AGREEMENT

24.1 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.

24.2 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.

24.3 Modification of Subsequent Agreement.

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

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.

Date Signed _____ By: _____
Adrienne Fraley-Monillas
Board of Health Chairperson

ATTEST:

By: _____
Jefferson Ketchel
Administrator

Date Signed _____ By: _____
Mike Sanderson
Washington State Nurses Association
Attorney

By: _____
Hanna Welander, PHN
Washington State Nurses Association
Nurse Representative

By: _____
Karen Winchell, PHN
Employee Representative

By: _____
Julie Lutz, PHN
Employee Representative

**ADDENDUM A -
SALARIES & INSURANCE**

The bargaining unit shall include all regular and trial service employees, except those working in majority grant funded positions, who hold one of the following position classifications:

- Lead PHN
- PHN
- Lead RN
- RN

WAGES

1. Effective January 1, 2018, the salary ranges for classifications within the bargaining unit will be increased by two and six tenths percent (2.6%) to the following:

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Lead PHN	206	\$6,185	\$6,432	\$6,690	\$6,957	\$7,235	\$7,525	\$7,826			
PHN/Lead RN	203	\$5,082	\$5,285	\$5,497	\$5,716	\$5,945	\$6,183	\$6,430	\$6,687	\$6,955	\$7,233*
RN	201	\$4,981	\$5,181	\$5,388	\$5,603	\$5,828	\$6,061	\$6,303	\$6,555	\$6,686	\$6,820

2. Effective January 1, 2019, the salary ranges for classifications within the bargaining unit will be increased by two and three-quarters percent (2.75%) to the following:

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Lead PHN	206	\$6,355	\$6,609	\$6,874	\$7,149	\$7,434	\$7,732	\$8,041			
PHN/Lead RN	203	\$5,222	\$5,431	\$5,648	\$5,874	\$6,109	\$6,353	\$6,607	\$6,871	\$7,146	\$7,432*
RN	201	\$5,118	\$5,323	\$5,536	\$5,758	\$5,988	\$6,227	\$6,476	\$6,735	\$6,870	\$7,008

3. Effective January 1, 2020, the salary ranges for classifications within the bargaining unit will be increased by two and three quarters percent (2.75%) to the following:

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Lead PHN	206	\$6,530	\$6,791	\$7,063	\$7,345	\$7,639	\$7,944	\$8,262			
PHN/Lead RN	203	\$5,365	\$5,580	\$5,803	\$6,035	\$6,277	\$6,528	\$6,789	\$7,060	\$7,343	\$7,636*
RN	201	\$5,259	\$5,470	\$5,688	\$5,916	\$6,152	\$6,399	\$6,655	\$6,921	\$7,059	\$7,200

- * *Employees will not proceed to Step 10 of the PHN/Lead RN range until they have completed ten (10) continuous years of service as a PHN/Lead RN at the Snohomish Health District.*

INSURANCE

1. The District will contribute a monthly amount of \$880 to each regular full-time employee toward the cost of employee/dependent insurance, and an additional monthly amount of \$370 (for a total monthly contribution of \$1250) to each regular full-time employee selecting medical insurance coverage for the employee and one or more dependents. Payment will be in accord with Article 11 of this Agreement.

**ADDENDUM B -
FMLA POLICY**

Subject: Family and Medical Leave Act
Supersedes: July 1, 2009 (A11 Staff)

Effective: April 1, 2010
Revised: March 1, 2010

Author: Christine Scarlett
Human Resources Manager

Approved by: 
Chair, Board of Health

Purpose:

This policy is established to comply with the January 2009 Federal revisions associated with the Family and Medical Leave Act of 1993 (FMLA).

Philosophy:

Recognizing the importance of family and out of concern for the well being of its employees, Snohomish Health District's ("District") family and medical leave program enables employees to take time off, under certain conditions, for health reasons or to care for family members. This policy will be administered in accordance with the Federal Family and Medical Leave Act (FMLA) and the Washington Family Leave Act (FLA). A notice entitled "Employee Rights and Responsibilities under the Family and Medical Leave Act" is posted: in the employee lunch room on the second floor of the Snohomish Health District Building at 3020 Rucker Avenue, Everett, Washington; in the employee lunch room at the District's Lynnwood Clinic at 6101 200th Street SW, Lynnwood, Washington; electronically on the District's intranet (SnoLink) under Human Resources policies; and provided to new employees upon hire. Nothing in this policy affects or supersedes any Federal or state law or collective bargaining agreement that may provide greater entitlements to medical or family leave than those set forth in this policy.

Definitions:

Eligibility:

To be eligible for leave under this family and medical leave policy, an employee must have been employed by the District for at least 12 months, must have worked at least 1,250 hours in the preceding 12 months, and must work at a location where at least 50 employees are employed by the District, within 75 miles.

Leave Entitlement:

An eligible employee may request up to 90 days of FMLA leave per "leave year" for one or more of the following reasons:

- To care for the employee's child upon birth, or to care for a child upon the child's placement with the employee for adoption or foster care;

- To care for a spouse, son, daughter or parent who has a serious health condition;
- To care for self, if the employee has a serious health condition that makes the employee unable to perform the essential functions of the position (including incapacity due to pregnancy, prenatal medical care or childbirth); or
- For a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member who is on or has been notified of an impending call to “covered active duty” in the Armed Forces. Covered active duty includes the deployment of an Armed Forces member to a foreign country and deployment of an Armed Forces reservist to a foreign country under a call or order of active duty. Qualifying exigencies are generally activities related to the active duty or call to duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

The District defines leave year as the rolling twelve-month period measured backward from the date an employee uses any FMLA leave. FMLA leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. In addition, spouses employed by the District are jointly entitled to a combined leave of 90 days of family leave for the birth or placement of a child for adoption or foster care, or to care for a parent with a serious health condition. Each spouse is, however, eligible for the full 90 days of leave in the 12-month leave period to care for a child or spouse with a serious health condition, or for either employee’s own serious health condition.

An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for an injured servicemember who is the employee’s spouse, parent, child or next of kin. A covered servicemember is a current member of the Armed Forces, including National Guard or Army Reserve members, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. A covered servicemember may also be a veteran who was a member of the Armed Forces any time during the five years preceding his/her need for medical treatment, recuperating or therapy for a serious injury or illness, where the injury or illness was incurred or aggravated in the line of duty. For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

Serious Health Condition:

A serious health condition is an illness, injury, impairment or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;

- A period of incapacity of more than three consecutive, full calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
- A period of incapacity due to pregnancy or for prenatal care;
- A period of incapacity or treatment due to a chronic serious health condition, for a permanent or long-term condition for which treatment may not be effective, or to receive multiple treatments for restorative surgery after an accident or injury or for a condition that would likely result in an incapacity of more than three full, consecutive calendar days in the absence of medical treatment (e.g., chemotherapy for cancer or dialysis for kidney disease).

Intermittent or Reduced Work Schedule Leave:

In certain circumstances, eligible employees may take FMLA intermittently (for example, in smaller blocks of time) or by reducing their work schedule. If the FMLA leave is because of the employee's own serious health condition or to care for a family member, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary, as defined by a medical professional. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency arising from a family member's military service. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with the District's permission. Where intermittent leave or reduced-schedule leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to disrupt the District's operations unduly. Where an employee needs intermittent or reduced-schedule leave based on planned medical treatment, the District may transfer the employee to an alternative position with equivalent pay and benefits that can better accommodate such recurring leave.

Notice and Certification:

Employees requesting FMLA leave ordinarily must provide the District with at least 30 days' notice of the need for leave, if the need for leave is foreseeable. If 30 days' advance notice is not possible, notice must be provided as soon as practicable (which is generally the same day or next business day after the need for leave becomes known). Absent unusual circumstances, employees are required to follow the District's regular procedural requirements when requesting FMLA leave. When requesting leave, employees must provide sufficient information for the District to determine whether the leave may be FMLA-qualifying, and the anticipated timing and duration of requested leave. Employees must also inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

When leave is requested in connection with planned medical treatment, the employee must make a reasonable effort to schedule treatment in order to prevent disruptions to District operations.

In addition, an employee who needs leave for his or her own, or a family member's, serious health condition, must provide medical certification from a health care provider of the serious

health condition. The District may require a second or third opinion (at District expense), periodic re-certification of the serious health condition and, when the leave is for an employee's own serious health condition, a certification that the employee is fit to return to work. Employees who need leave for a qualifying exigency arising from a family member's military leave must provide a certification confirming the need for leave.

The District may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave. The District also may delay or deny approval of leave for lack of proper certification establishing the need for leave. The District may designate qualifying leave as FMLA leave by providing appropriate notice to employees.

Please contact Human Resources to obtain further information and forms relating to FMLA leave requests.

Continuation of Pay and Benefits:

FMLA leave is unpaid leave. However, employees are required to use any accrued paid leave available to them as part of their 90 days of FMLA leave.

During all leave under this family and medical leave policy, the District will continue to pay the employer's portion of health insurance premiums, provided that the employee continues to pay his/her share of insurance premiums, if any. Failure of the employee to pay his/her portion of the premium may result in cancellation of health insurance. Under certain circumstances, if an employee fails to return to work at the end of the leave, the employee may be responsible to pay back the District for the employer portion of the health insurance premiums. Leaves such as vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave.

Job Restoration upon Return from Leave:

Upon return from family and medical leave, an employee will be entitled to return to the employee's former position or a position with equivalent pay, benefits and conditions of employment, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). If the employee chooses not to return to work for any reason, the employee should notify the District as soon as possible.

Leave for Pregnancy Disability and to Care for Newborn:

In addition to leave under the Federal FMLA described above, state law provides certain additional leave rights in connection with pregnancy-related disability and to care for a newborn. Regardless of whether an employee is eligible for FMLA leave, she is entitled to Pregnancy Disability leave for the period of time that she is temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If the employee is eligible for FMLA leave, the Pregnancy Disability leave will run concurrently with FMLA leave. Pregnancy Disability leave is unpaid and health benefits are not automatically continued (unless the employee is also eligible for FMLA leave); however, accrued leave may be used and the employee may continue insurance coverage at her expense.

The Washington Family Leave Act (FLA) provides certain additional leave benefits to care for a newborn. The FLA largely mirrors FMLA, with the same eligibility standards and entitlement to 90 days of leave for family and medical reasons. In most situations, leave under the FLA runs concurrently with FMLA leave. However, the FLA leave does not run concurrently with any leave taken for Pregnancy Disability leave; this affords an employee time off to care for her newborn once she has recovered from the Pregnancy Disability. *“For example, assume that an FMLA and FLA-eligible employee works up to her delivery date, and needs six weeks of Pregnancy Disability leave to recover from childbirth. This six-week period is also covered by FMLA leave. At that point, where the employee is no longer disabled from childbirth, the employee also has up to 90 days of FLA leave available to care for the newborn. The remaining six weeks of FMLA leave would run concurrently with the FLA leave. Thus, the total leave entitlement in this case would be 19 weeks: six weeks of Pregnancy Disability leave (running concurrently with the first six weeks of FMLA leave) followed by 90 days of FLA leave (running concurrently with the remaining six weeks of FMLA leave).”*

For Guidance:

For more information on any of these leave policies, or if you think you may need to take Family and Medical Leave, please contact Human Resources. The leave laws, particularly those applicable to pregnancy and childbirth, can be confusing. Employees are encouraged to contact Human Resources with any questions about how the various laws are coordinated in a particular situation.

ADDENDUM C - PAY FOR TRAVEL TIME

The District recognizes travel may be required of employees to perform their duties, as a special assignment, or to attend trainings.

Employees in positions classified as nonexempt under the Fair Labor Standards Act (FLSA) and Washington's Minimum Wage Act (MWA) may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends on the kind of travel and whether the travel time takes place within the employee's regular work day. The purpose of this policy is to state the pay rules that apply to nonexempt employees when traveling on behalf of the District.

Commute Time to Home and Work

Time an employee spends in home-to-work travel is generally not considered "hours worked" and is not paid time. This is true even if the employee drives a District provided vehicle, assuming the travel is within the normal commuting area for the District and the use of the vehicle is subject to an agreement between the employer and the employee or the employee's collective bargaining representative.

Same-day Travel

Travel during the workday to perform job duties. In general, time an employee spends traveling as part of the District's principal activity (*e.g.*, traveling from worksite to worksite) counts as paid worktime. Likewise, if an employee is required by the District to report to one worksite to collect tools, other items for work, or other employees, and then travel to another work location to begin working, the time the employee spends traveling between the worksites is paid work time.

Personal errands during the workday. If the employee stops at a shop or home office for his or her own convenience during the workday, the time traveling between the worksite and the shop or home is not paid work time.

Same-day out of town travel. If the District assigns the employee to work in another city for a day, or if the employee has been permitted to attend a conference or training for the District for one day, the time traveling to another city is considered compensable, excluding a meal period. This is true even if the employee is a passenger in a vehicle or a common carrier (bus, train, or airplane). The employee's normal commute home-to-work travel time is excluded from the calculation for hours worked. For example, an employee is given an assignment to attend a meeting in Olympia for the day and will return that evening. The employee's normal workday is 8:00 a.m. to 5:00 p.m., with a one-hour lunch break. The employee leaves home at 6:00 a.m. and stops by the office to pick up materials at 6:30 a.m. She then drives to Olympia in time for the 9:00 a.m. meeting. The employee takes a one-hour lunch break. The meeting ends at 3:00 p.m., at which point the employee leaves Olympia and drives back home, arriving at 6:00 p.m. In this

case, the compensable time is from 6:30 a.m. to noon, and then from 1:00 p.m. to 5:30 p.m., for a total of 9 hours worked. The supervisor may exclude the one hour for lunch and the 30 minutes of the home-to-work normal commute. The rules regarding same-day travel are the same regardless of whether the employee is the driver or a passenger. In the above example, if the employee was joined by a co-worker who was also assigned to attend the same meeting in Olympia, both would be compensated for the travel time (minus their normal commute and lunch-period), regardless of which employee drove the vehicle.

Overnight Travel

Occasionally, the District may require employees to travel on an overnight trip. For this policy, “overnight travel” is travel performed at the request and benefit of the District, which keeps the employee away from home overnight.

Overnight travel during regular work hours. When an employee’s travel on an overnight trip cuts across the employee’s regular work day hours, the District considers this paid working time. Likewise, if the employee travels during his or her normal work hours on non-working days (i.e., Saturday or Sunday), the time is also compensable. For example, if an employee normally works Monday through Friday from 8:00 a.m. to 5:00 p.m. and the employee is traveling on Saturday, the District will count as hours worked the time spent traveling by the employee between 8:00 a.m. and 5:00 p.m. on that Saturday (including time spent waiting at an airport or bus/train station). If the employee’s travel spans that entire normal workday time period, the District would include all that time, minus time usually given for lunch or unpaid breaks, as hours worked. The District excludes the time it takes the employee to travel between home and an airport, bus station, or train station, from paid work time, as this is considered commute time. When attending conferences, optional social activities, tours and personal leisure time do not constitute paid working time. However, if the District expects an employee to attend a dinner or social event, the time spent in attendance would be paid work time. Employees and their supervisors should confer in advance of work-related travel as to whether activities should be attended or are purely optional.

Overnight travel outside of regular work hours. Time the employee spends in overnight travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or car – when the employee is free to relax – is not considered paid work time. For example, an employee normally works Monday through Friday, 8:30 a.m. to 5:00 p.m. If he is required to travel by plane on a Saturday, leaving at 3:00 p.m. and arriving at 6:00 p.m., the District considers only his time from 3:00 p.m. to 5:00 p.m. paid work time, as these hours correspond to his normal work schedule. If, however, the employee is the driver of the vehicle during non-normal working hours, the District will compensate the employee as driving is work time. In the above example, if the employee drove instead of taking an airplane, the entirety of the trip (3:00 p.m. to 6:00 p.m.) is considered paid work time.

Additionally, to the extent that an employee performs work while traveling, such as preparing for a meeting, reviewing documents, making telephone calls, this time constitutes paid work time even if the time would not otherwise be compensable under this policy.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating, and reporting travel time on their timesheets in accordance with this policy. Travel time should be calculated by rounding up to the nearest quarter hour. Meal periods should be deducted from all travel time.

In some cases, an employee may prefer a travel itinerary or schedule that is different than what has been authorized by the District. For example, the employee may prefer to drive rather than taking an approved flight or to delay the return trip to accommodate personal plans. In these situations, only the estimated travel time associated with the District-authorized travel plans will be treated as paid work time.

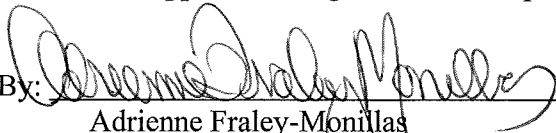
Scanned Signature Pages

24.3 Modification of Subsequent Agreement.


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

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.

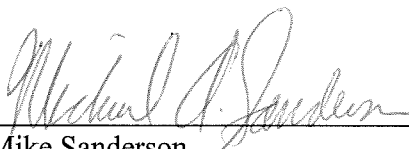
Date Signed 2/13/18

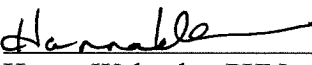
By: 
Adrienne Fraley-Monillas
Board of Health Chairperson


ATTEST:

By: 
Jefferson Ketchel
Administrator

Date Signed 2.14.2018

By: 
Mike Sanderson
Washington State Nurses Association
Attorney

By: 
Hanna Welander, PHN
Washington State Nurses Association
Nurse Representative

By: 
Karen Winchell, PHN
Employee Representative

By: _____
Julie Lutz, PHN
Employee Representative