

**AGREEMENT**

by and between

**Spokane Regional Health District**

And

**Washington State Nurses Association**

October 1, 2018 through September 30, 2020

## TABLE OF CONTENTS

ARTICLE I – PREAMBLE .....	1
1.1 Purpose.....	1
ARTICLE II – RECOGNITION.....	1
2.1 Representation of Bargaining Unit .....	1
ARTICLE III – DEFINITIONS.....	1
3.1 Bargaining Unit.....	1
3.2 Local Unit Nurse Representative .....	1
3.3 Association Nurse Representative .....	1
3.4 District Administrative Officer .....	1
3.5 Association.....	2
3.6 Grievance Committee .....	2
3.7 Probation Period.....	2
3.8 Regular Nurse .....	2
3.8.1 Regular Full-Time Nurse .....	2
3.8.2 Regular Part-Time Nurse .....	2
3.8.3 Cyclic Appointment .....	2
3.9 Temporary Nurse .....	3
3.10 Project Nurse.....	3
3.11 Classification.....	3
3.12 Program Orientation.....	3
3.13 Preceptor .....	3
ARTICLE IV – ASSOCIATION MEMBERSHIP .....	3
4.1 Membership .....	3
4.2 Dues Deductions .....	3
4.3 Hold Harmless .....	4
4.4 Rosters.....	4
ARTICLE V – ASSOCIATION ACTIVITIES/MANAGEMENT RELATIONS.....	4
5.1 Association Activities During Scheduled Work Hours .....	4
5.2 Bulletin Boards .....	5
5.3 Use of District Meeting Space .....	5
5.4 Other Association Activities.....	5
5.5 Nursing Practice Committee .....	5
5.6 Labor/Management Meetings .....	5
5.6.1 Frequency.....	6
5.6.2 Meeting Times and Agendas .....	6
5.6.3 Other Participants.....	6
5.6.4 Intermittent Nurses.....	6
5.7 New-Employee Orientation .....	6
5.8 Access to Information .....	7
ARTICLE VI – MANAGEMENT RIGHTS .....	7

6.1	Management Rights .....	7
6.2	Employee Health and Safety .....	7
6.2.1	Risk of Personal Harm .....	7
6.2.2	Reporting.....	8
6.2.3	Nurse Access to Supervisory Staff .....	8
ARTICLE VII – SENIORITY .....		8
7.1	Definition .....	8
7.1.1	Effect of Leaves of Absence .....	8
7.1.2	Worker’s Compensation (L&I).....	8
7.2	Loss of Seniority .....	8
ARTICLE VIII – POSITION CLASSIFICATIONS .....		8
8.1	District Authority Recognized .....	8
8.2	New Bargaining Unit Positions .....	9
8.3	Change of Classification .....	9
8.3.1	Reversion Rights .....	9
8.4	Re-employment.....	9
8.5	Filling Vacancies .....	9
8.6	Temporary Positions .....	10
ARTICLE IX – WAGES .....		10
9.1	Pay Period .....	10
9.2	Work Out of Classification .....	10
9.2.1	Reclassification Requests.....	10
9.2.1.1	Reclassification Process.....	11
9.2.2	Lead Pay.....	12
9.3	Exemption for Increased Classification Pay .....	12
9.4	Pay Practices .....	12
9.5	Placement of Public Health Nurses Upon Hire.....	12
9.6	Movement Through Steps.....	13
9.7	Nurse Returning to Classification .....	13
9.8	Leave of Absence – Effect on Step Increase .....	13
9.9	Salary Increase Upon Upward Reclassification.....	13
9.10	Step Increase Date Upon Upward Reclassification .....	13
9.11	Simultaneous Step Increase and Change of Classification .....	13
9.12	Voluntary Downward Reclassification .....	13
9.13	Return from Downward Reclassification.....	14
9.14	Compensatory Time/Overtime.....	14
9.15	Premium Pay .....	14
9.15.1	Holiday Work.....	14
9.15.2	Irregular Hours.....	15
9.15.3	FTE Tracking .....	15
9.16	Salaries .....	15
9.16.1	Contract Minimums .....	15
9.17	Preceptor Premium.....	15
9.18	Non-Holiday Release Time.....	15
9.19	Call-in Pay .....	15

9.20	Bilingual Pay .....	15
9.21	Overpayment .....	16
9.22	Weekend Premium .....	16
ARTICLE X – HOURS OF WORK .....		16
10.1	Regular Work Schedule .....	16
10.1.1	Reasonable Effort .....	16
10.2	Rest Periods .....	16
10.3	Regular Work Week/Day .....	16
10.3.1	Alternative Schedules .....	16
10.4	Travel Time .....	16
10.5	Split Shifts .....	16
10.6	Temporary Schedule Changes .....	16
10.7	Teleworking/Telecommuting .....	17
10.8	Tuition Reimbursement .....	17
10.9	Education Time .....	17
ARTICLE XI – USE AND MAINTENANCE OF VEHICLES/CELLULAR TELEPHONES .....		18
11.1	Transportation .....	18
11.2	Car Maintenance .....	18
11.3	Use of District Vehicles .....	18
11.4	Parking .....	18
11.5	Vehicle Emergencies .....	18
11.6	Cellular Telephones .....	18
11.6.1	Repayment .....	19
11.6.2	Safety .....	19
ARTICLE XII – MEDICAL, DENTAL & LIFE INSURANCE .....		19
12.1	Insurance Information .....	19
12.2	Equality of Coverage for Benefits Provided .....	19
12.2.1	Part-Time Nurses .....	19
12.2.2	Retired Nurses .....	20
12.2.3	Cyclic Nurse .....	20
12.3	.....	20
12.4	Changes in Coverage .....	20
12.5	Effect of Leave .....	20
ARTICLE XIII – HOLIDAYS .....		20
13.1	Holidays Defined .....	20
13.2	New Holidays .....	21
13.3	Pay for Holidays .....	21
13.4	Eligibility Requirements .....	21
13.5	Holidays Falling on Weekends .....	22
13.6	Personal Holiday .....	22
ARTICLE XIV – UNPAID LEAVE OF ABSENCE .....		22
14.1	Family and Medical Leave .....	22
14.2	Eligibility .....	22



14.3	Qualified Leave Reasons .....	22
14.4	Length of Leave .....	23
14.5	Child Care Entitlement .....	23
14.6	Serious Health Condition.....	23
14.7	Spouse/Domestic Partners Employed by District.....	23
14.8	Notification of Leave by the Nurse.....	24
14.9	Notification of Leave Approval by District.....	24
14.10	Intermittent and Reduced Leave .....	24
14.11	Certification of Leave .....	24
14.12	Second Opinion.....	25
14.13	Benefits While on Leave.....	25
14.14	Return from Leave .....	25
14.15	Failure to Return from Leave.....	25
14.16	Maternity Disability Leave .....	26
14.17	Extended Disability Leave.....	26
14.18	Personal/Educational Leave.....	26
14.19	Approval of Leave .....	27
14.20	Unauthorized Absence .....	27
14.21	Job Protection.....	27
14.22	Military Spouse Leave.....	27
14.23	Domestic Violence Leave .....	27
ARTICLE XV – PAID LEAVE .....		27
15.1	Family Care Leave.....	27
15.2	Sick Leave – Regular Full-Time/Part-Time Nurse.....	28
15.3	Sick Leave – Change in Hours.....	28
15.4	Conditions for Which Sick Leave is Payable .....	28
	15.4.7 Mental Health Day .....	29
	15.4.8 Extra Bereavement Leave .....	29
15.5	Shared Leave.....	29
15.6	Illness During Vacation .....	30
15.7	Notice to District.....	30
15.8	Falsification of Sick Leave Report .....	30
15.9	Verification .....	30
15.10	Military Leaves .....	30
15.11	Jury Duty.....	30
15.12	Bereavement Leave.....	30
15.13	Sick Leave Payoff During Continued Employment .....	31
15.14	Sick Leave Payoff Upon Retirement or Death .....	31
15.15	Other Sick Leave Payoff.....	31
15.16	Restriction of Cash Out Provisions for Retirement Calculation.....	32
15.17	Inclement Weather Leave .....	32
15.18	Voluntary Employees’ Benefit Association (VEBA) Medical Expense Plan (MEP) ....	32
ARTICLE XVI – VACATION.....		32
16.1	Approval and Posting.....	32
16.2	Use .....	32
16.3	Accumulation.....	33

16.4	Work During Vacation Period .....	33
16.5	Involuntary Separation.....	33
16.6	Terminal Vacation Pay .....	33
16.7	Vacation Accrual Rates.....	34
16.7.1	Newly Hired Nurses.....	34
16.8	Vacation/Part-Time Nurses.....	34
16.9	Vacation/Previous Employment Authorization .....	34
ARTICLE XVII – REDUCTION IN FORCE .....		35
17.1	Order of Reduction in Force Within Classification .....	35
17.2	Notice of Reduction in Force/Bumping Rights .....	35
17.2.1	Bumping into Lower Classifications .....	36
17.3	Request for Position Description .....	36
17.4	Job Protection – Reduction in Force.....	36
17.4.1	Low Seniority Roster Exception.....	36
17.4.2	Other Funded Positions.....	36
17.5	Benefit Maintenance .....	36
17.6	Return from Reduction in Force .....	36
17.7	Return to Classification.....	37
17.8	Recalled Nurses Not to Repeat Probation.....	37
17.9	Right of a Nurse Reinstatement after RIF.....	37
17.9.1	Project Position .....	37
17.9.2	Notification of Recall Rights .....	37
ARTICLE XVIII – REDUCTION IN HOURS .....		37
18.1	Definition .....	37
18.2	Involuntary Reduction in Hours.....	37
18.2.1	Order of Reduction .....	37
18.2.2	Notice.....	37
18.2.3	Benefit Maintenance .....	38
18.2.4	Funding Restoration.....	38
18.3	Voluntary Reduction/Increase in Hours.....	38
ARTICLE XIX – GRIEVANCE PROCEDURE.....		38
19.1	Definition .....	38
19.2	Time Limitations .....	38
19.3	Resolutions to be Reduced to Writing .....	38
19.4	Access to Personnel Records .....	39
19.5	Grievance Steps .....	39
19.5.1	Step 1 Employee’s Program Manager .....	39
19.5.2	Step 2 Division Director .....	39
19.5.3	Step 3 Administrative Officer .....	39
19.5.4	Step 4 Arbitration.....	39
19.5.4.3	Arbitrator’s Role .....	40
19.5.4.4	Arbitration Costs.....	40
19.5.5	Group Grievance.....	40

ARTICLE XX – DISCIPLINE AND DISCHARGE.....	40
20.1 Progressive Discipline .....	40
20.2 Right to Presence of Representative .....	40
20.3 Discipline .....	41
20.4 Discharge .....	41
20.5 Pre-Determination Meeting .....	41
20.6 Reinstatement for Wrongful Discharge .....	41
20.7 Probationary Nurses Employed at Will .....	41
ARTICLE XXI – NON-DISCRIMINATION .....	41
21.1 Parties not to Discriminate.....	41
21.2 Complaints of Discrimination.....	41
ARTICLE XXII – SAVINGS CLAUSE .....	42
22.1 Severability .....	42
ARTICLE XXIII – ENTIRE AGREEMENT .....	42
23.1 Modifications to be in Writing.....	42
23.2 Exclusivity of Agreement .....	42
ARTICLE XXIV – STRIKES AND LOCKOUTS .....	42
24.1 Lockouts.....	42
24.2 Strikes .....	42
ARTICLE XXV – TERM OF AGREEMENT .....	42
25.1 Effective Upon Execution.....	42
MOU – OPIOD TREATMENT PROGRAM.....	44
MOU – PUBLIC RECORDS REQUESTS AND PRIVACY .....	45
MOU – DIRECT DEPOSIT OF PAYCHECKS .....	46
MOU – WELLNESS DAY.....	47
EMPLOYEE DRIVERS ACKNOWLEDGEMENT FORM .....	48
MOU – SEX TRAFFICKING AND BUYING SEXUAL SERVICES POLICY .....	49
APPENDIX A – TRAVEL POLICY.....	51
APPENDIX B – STAFF IMMUNIZATION OR PROOF OF IMMUNITY POLICY .....	57
APPENDIX C – SRHD Nursing Classifications Wage Rates 2019.....	62

## ARTICLE I – PREAMBLE

**1.1 Purpose:** This Agreement is entered into by the Spokane Regional Health District, hereinafter the "District", and the Washington State Nurses Association, hereinafter the "Association" for the purposes of 1) promoting harmonious relations between the DISTRICT Administration and the ASSOCIATION in an environment of mutual respect and cooperative problem solving, 2) establishing fair, equitable and peaceful procedures for the resolution of differences, and 3) establishing rates of pay, hours of work and other conditions of employment.

## ARTICLE II – RECOGNITION

**2.1 Representation of Bargaining Unit:** The District recognizes the Association as the exclusive representative of the Bargaining Unit nurses for the purposes of collective bargaining with respect to wages, hours of work and other working conditions.

## ARTICLE III – DEFINITIONS

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

**3.1 Bargaining Unit:** The Bargaining Unit or Local Unit shall include all regular or project nurses employed in nursing classifications by the District, including full and part-time Public Health Nurse I, II and III's, Nurse Practitioners, Licensed Practical Nurses and any other non-supervisory Nurse classifications that may be created over the course of this agreement. The Bargaining unit does not include supervisory (managerial) and administrative positions.

**3.2 Local Unit Nurse Representative:** Local Unit Nurse Representative(s) shall mean any Local Unit member(s) of the Association designated as the initial contact person(s) for District/Association communications. Within a reasonable period of time following execution of this Agreement, the Association shall notify the District in writing of the identity of the Local Unit Representative(s). The Association shall promptly notify the District of any changes in the Local Unit Representative(s).

**3.3 Association Nurse Representative:** Association Nurse Representative shall mean the non-Local Unit representative of the Association who is designated as the primary non-Local Unit contact person for District/Association communications.

**3.4 District Administrative Officer:** District Administrative Officer shall mean the duly appointed and constituted Administrative Officer for the District and the Chief Executive Officer of the District, or his/her designee(s), vested with the full authority for the management and direction of District affairs by the Spokane Regional Health District Board of Health.

**3.5 Association:** Association shall mean the Washington State Nurses Association which is the lawfully designated organization exclusively representing the Bargaining Unit.

**3.6 Grievance Committee:** The Grievance Committee shall be the officers of the Local Unit or his/her designee and the Association Nurse Representative or his/her designee.

**3.7 Probation Period:** The first six (6) months of a nurse's employment at a 0.4 FTE or greater (sixteen (16) hours per week) with the District shall be deemed a Probation Period. The probationary period for a nurse working less than 0.4 FTE will extend for nine (9) months or four hundred twenty (420) hours, whichever comes first.

If, in the judgment of the District and at the District's sole discretion, a nurse's performance is marginal or unsatisfactory during the Probation Period, the District may transfer, lay-off, or terminate the nurse's employment. All reasonable efforts will be made to assist probationary employees in successful completion of probation. If the District believes the employee's unsatisfactory performance may be corrected by additional training or time on the job, the probationary period may be extended for a period of time not to exceed three (3) months. During the probation extension, the District will provide the employee with areas of needed improvement and other additional training as needed.

Except as provided above, probationary nurses who continue their employment with the District subsequent to the sixth (6th) month after the most recent date of hire, shall become Regular Nurses. Any regular/project status or non-probationary project status nurse who becomes re-employed by the District in the same classification from which the nurse left following a lapse in employment of less than two (2) years shall not be required to complete an additional probation period. Any Temporary Nurse who is subsequently hired as a regular/project nurse shall be given credit for all hours worked, for the purpose of completing the probationary period, up to a maximum of four hundred eighty (480) hours/three months of 1.0 FTE equivalency in the Temporary Position provided that the regular/project position is the same position held during the Temporary appointment.

**3.8 Regular Nurse:** Regular Nurse shall mean either of the following:

**3.8.1 Regular Full-Time Nurse:** Regular Full-Time Nurse means a nurse who has successfully completed the six (6) month probationary period, has had no break in service in a position or positions established as regular position(s), who works on a regular basis of forty (40) hours a week.

**3.8.2 Regular Part-Time Nurse:** Regular Part-Time Nurse means a nurse who has successfully completed the six (6) month probationary period, who works less than eight (8) hours a day and/or forty (40) hours a week, on a regular basis, throughout the calendar year. Unless stated otherwise, any provision of this Agreement which refers to a Regular Nurse shall apply equally to a Regular Full-Time Nurse and a Regular Part-Time Nurse. Nurses regularly scheduled to work over the course of a year for less than 0.175 FTE per week shall not be considered to occupy a regular part-time position included within the membership of this bargaining unit.

**3.8.3 Cyclic Appointment:** A Bargaining Unit position scheduled to work less than twelve (12) full months each year due to known, recurring periods in the annual cycle. Employees on a cyclic appointment

shall be entitled to medical/dental benefits based upon their yearly FTE. Benefits shall continue during their cyclic period layoff.

**3.9 Temporary Nurse:** A temporary nurse may be appointed to a position within a classification to replace a regular nurse who is on authorized leave, to work on a project that can be completed within a five (5) month timeframe, temporarily fill a vacancy or otherwise temporarily augment the workforce. No temporary nurse may be continuously employed for more than five (5) calendar months within a rolling twelve (12) month period.

Selection of temporary nurses may or may not be from certified registries, however, all temporary nurses must meet the minimum qualification for the classification.

**3.10 Project Nurse:** A nurse who is hired for a predefined period of time and who is required to fulfill a specific project or non-renewable grant. A project nurse may be hired for a minimum of six (6) but not more than twenty-four (24) months. If the project/grant extends beyond the twenty-four (24) month period, the project nurse will become a regular nurse.

Project work, as described above, is an opportunity for growth and development of current regular nurses. The use of regular nurses with specific skill sets and experience facilitates the start-up and success of the project. When an existing regular nurse is used in a project position, the nurse shall maintain his/her regular status. Any nurse hired to fill a position vacated by a regular nurse who has moved into a project position will hold project status. At the completion of the project, the regular nurse will return to his/her previous regular position and the project nurse will be terminated from District employment as described above. If the regular nurse's previous position is no longer available, the regular nurse will have layoff rights as described in the Article XVII of this Agreement. The procedure described herein shall be retroactively applied beginning September 1, 2004.

**3.11 Classification:** For the purpose of this Agreement, the term "classification" shall be used only in reference to professional designations, i.e., Licensed Practical Nurse, Public Health Nurse I, II, and III, or Nurse Practitioner, to which the nurse belongs.

**3.12 Program Orientation:** Program orientation shall be provided to a nurse who accepts a new position in, or transfers to a different Program. The orientation shall consist of goal directed education and training that includes the knowledge and skills required by the specific Program.

**3.13 Preceptor:** A preceptor is defined as follows: A nurse with relevant experience at the District, selected by the nurse's manager, who provides goal directed education and training to other nurses.

## **ARTICLE IV – ASSOCIATION MEMBERSHIP**

**4.1 Membership:** The District agrees to remain neutral with respect to its employees' decisions about union membership and payroll deduction. The District agrees to direct all communications from employees regarding union membership to the Association or to this Agreement.

**4.2 Dues Deductions:** The District shall, upon receipt of a signed authorization from the nurse, deduct Association dues or fees from each nurse's wages. The District shall submit the dues or fees to the address and

name provided by the Association and submit to the Association by excel spreadsheet attached to an email, the list of names, payment period, and dues amounts deducted for the specified payment period.

**4.3 Hold Harmless:** The Association shall defend, indemnify, and hold harmless the District, its officials, employees, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the District in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee such amount.

**4.4 Rosters.** Within thirty (30) days after the execution of this Agreement and twice a year (in the months of January and July) thereafter, the Health District shall provide the Association and the local unit chairperson or designee a list of those nurses covered by this Agreement. The list shall include names, home addresses, home phone numbers, rate of pay, date of hire, FTE, Division and whether the nurses are full-time, part-time, regular or project.

On the first day of each month, an update for all nurses who moved into or out of the bargaining unit shall be provided to the Association and the local unit chairperson or designee. This list shall contain each nurse's name, home address, and home telephone number, rate of pay, date of hire, FTE, and whether the nurse is full-time, part-time, regular or project. Any designee shall be previously identified in writing to Human Resources.

## **ARTICLE V – ASSOCIATION ACTIVITIES/MANAGEMENT RELATIONS**

**5.1 Association Activities During Scheduled Work Hours:** It is not the intention of the District to provide time during working hours for the conduct of Association business; however, certain Association activities, by their nature, must be done during working hours. Nurses shall not receive wages for any time spent conducting Association business after regular working hours or the nurse's "alternative schedule" hours as defined in part at 10.3. Association activities which may be conducted during working hours without loss of pay are as follows:

- 5.1.1** Contact between nurse and Local Unit Representative or his/her designee regarding a grievance;
- 5.1.2** Contact between nurse, Local Unit Representative or his/her designee or Association Representative and supervisor or other appropriate management personnel regarding a grievance;
- 5.1.3** Grievance procedures including hearings, but not Grievance Committee meetings;
- 5.1.4** For the purpose of payment under this section, a total of three nurses may participate in collective bargaining agreement negotiation sessions. Two nurses will be compensated by the District and a third nurse will be compensated through a negotiation shared leave bank. Shared leave for this purpose would be in accordance with the June 2002 WSNA Negotiation Shared Leave Account Form.

Additional compensation for nurses who are participating in the negotiation sessions may be made by voluntary contribution of time from nurses in the bargaining unit, either from the nurse's earned comp time, accrued vacation time or Personal Holiday. A nurse wishing to make a contribution into this account may submit a signed authorization form to Human Resources.

**5.1.5 Labor Management Committee Meetings:** Any nurse who is to take part in a Labor Management Committee meeting during the nurse's regularly scheduled work hours shall notify and receive permission from his/her immediate supervisor. Scheduling of Labor Management Committee meetings will be dependent on the work at hand and permission to attend shall not be unreasonably withheld.

**5.1.6** Post Association notices and literature during breaks in and about the areas described in section 5.2.

**5.1.7** Transmit communications authorized by the Association to the District or its representatives.

**5.1.8** Consult with the District, its representatives, Local Unit Association officers, or other Association representatives concerning any provision of this Agreement. The Association agrees to carry out these functions at times which are least disruptive to the District.

**5.2 Bulletin Boards:** The District shall provide, solely for use by the Association, a bulletin board in each of the following areas: the main floor easily accessible to Methadone and TB Nurses, Room 240 and the third floor break room. In addition, the District shall provide bulletin board space as may be mutually agreed upon between the District and the Association.

**5.3 Use of District Meeting Space:** Staff shall be permitted to reserve and use meeting space on District premises for Association meetings where such activities would not interfere with District business. The District reserves the right to cancel a previously scheduled meeting room when emergent District business would necessitate the use of the scheduled meeting space. As much notice as possible will be given to the Association in that event.

**5.4 Other Association Activities:** Any nurse 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 nurse shall receive no compensation from the District for such time off.

**5.5 Nursing Practice Committee:** A Nursing Practice Committee (NPC) shall be maintained and meet at least six (6) times a year. The purpose of this Committee is to discuss and improve nursing practice. Organizational aspects of the Committee shall be determined by the Committee. Each committee member shall be paid regular wages for time spent attending the NPC. This committee shall be advisory to the Nursing Administration and will not discuss matters subject to collective bargaining.

**5.6 Labor/Management Meetings:** Quarterly Labor/Management meetings shall be scheduled to discuss issues relevant to Association/Management relations and the application or interpretation of this Agreement. The purpose of these meetings is to foster improved communications between management and members of the Bargaining Unit and to assist with resolution of personnel and other problems. Matters subject to collective bargaining shall not be negotiated at these meetings. However, if the parties agree that a Memorandum of Understanding would be beneficial, such Memoranda may be agreed upon, provided that each party will be given



the opportunity to consult with its chosen representative or counsel prior to executing any Memorandum of Understanding.

**5.6.1 Frequency:** Labor/Management meetings may occur up to six (6) times per year, during scheduled work hours. The meetings shall be scheduled at a mutually agreeable time at the request of either party.

**5.6.2 Meeting Times and Agendas:** Bargaining Unit representatives shall submit a proposed agenda to Human Resources at least 10 working days prior to the meeting date. Human Resources shall add any District agenda items and shall circulate the final agenda and notify all participants of the meeting date and location. When health insurance carriers have provided preliminary options which the District may consider adopting, notice of those proposals will be given to the bargaining unit representatives as soon as practicable. If the bargaining unit feels discussion would be beneficial, they may add this as an agenda item to the next scheduled labor management meeting, or request a meeting with Human Resources and the bargaining unit.

**5.6.3 Other Participants:** Additional persons may be invited to participate in Labor/Management meetings to provide relevant information.

**5.6.4 Intermittent Nurses:** The District shall monitor the hours of all intermittent nurses on a monthly basis to insure compliance with the definition of “intermittent nurse” in this agreement. Additionally, the District shall provide, by nurse, all intermittent nursing hours worked at the request of the local unit chair or association, not more than quarterly.

**5.7 New-Employee Orientation:** The District will provide the local unit with a paid thirty (30) minute meeting between a Local Unit Officer or designee and the new nurse at the nurse’s regular worksite, preferably during the nurse’s first week of employment but in no event later than 30 days after the employee’s start date.

The District will notify the Local Unit Officers via email, the date and time when a new nurse is scheduled to attend new employee orientation. A Local Unit Officer or designee will attend the first thirty (30) minutes of new employee orientation to meet with the new nurse.

If the Local Unit Officer or designee is unable to attend new employee orientation, she/he will be responsible to notify the District via email. The District will provide the Local Unit Officers with contact information for the new nurse, and email management that the Local Unit Officer, or designee, will be contacting the nurse directly to arrange an alternate meeting time. Management shall assist in accommodating a convenient meeting time for the allotted thirty (30) minutes.

**5.7.1** The Association shall be permitted to include a welcoming letter in the packet of information provided by the District to new nurses in the Bargaining Unit. WSNA shall provide sufficient copies of the welcoming letter to the District so that a copy may be included in the welcoming packet of each new nurse of the Bargaining Unit. The District shall notify WSNA when additional copies of the letter are needed.

**5.8 Access to Information:** Training shall be provided for nurses for new electronic platforms to enable them to find and access necessary information that is required in the performance of their work. Additional training or assistance will be provided at the nurses' request.

## **ARTICLE VI – MANAGEMENT RIGHTS**

**6.1** The Association recognizes the prerogative of the District to operate and manage its affairs in all respects in accordance with its lawful mandate. Powers or authority which the District has not specifically abridged, delegated, or modified by this Agreement are retained by the District. Authority specifically retained by the District includes but is not limited to:

- 6.1.1** Direct nurses;
- 6.1.2** Hire, schedule, promote, transfer, assign, and retain nurses;
- 6.1.3** Suspend, discharge, or take other legitimate disciplinary action against nurses for just cause;
- 6.1.4** Reduce the work force because of lack of work or other legitimate reasons;
- 6.1.5** Improve or maintain the efficiency of the operation entrusted to the District;
- 6.1.6** Determine the methods, means, and personnel by which such operations are to be conducted; and
- 6.1.7** Take any actions necessary in conditions of emergency to carry out the mission of the agency.

**6.2 Employee Health and Safety:** It is the goal of the District to provide a safe and healthy workplace for all nurses. The “workplace” is defined as any location where the nurse is required to provide services for the District. The District will provide ongoing proactive training, educational opportunities and policies, procedures and guidelines to enhance nurses' workplace health and safety.

**6.2.1 Risk of Personal Harm:** Any time a nurse feels at risk of personal harm in the performance of his/her duties, the nurse shall immediately leave the area so that s/he feels safe. As soon as practicable the nurse shall report his/her concerns to the immediate supervisor. If the immediate supervisor is not available, the nurse will report his/her concerns to the Director or designee. If the nurse and her/his supervisor are unable to reach a mutually agreeable solution that addresses the concerns of the nurse, they will jointly take the safety concern to the Director or her/his designee for resolution including potential alternatives. If the issue needs immediate resolution, the nurse, who may be accompanied by a Local Unit Representative or designee, will bring the written concerns to Human Resources. If the issue does not require immediate resolution, the situation will be presented at the next Labor/ Management and/or District Safety Committee meeting for resolution. No punitive action will be taken against a nurse who refuses to place himself/herself in a situation that is reasonably perceived as being dangerous. Nothing in this section precludes the Director or designee from investigating questions of ongoing work performance issues in accordance with Article 19 of this document.

**6.2.2 Reporting:** All accidents or incidents requiring medical treatment and therefore result in an L&I reportable injury or harm will be reported to the immediate supervisor or District representative within one working day of the occurrence, unless the nurse is physically unable. All accidents or incidents that could have resulted in injury or harm will be reported to the immediate supervisor as soon as practicable.

**6.2.3 Nurse Access to Supervisory Staff:** The District recognizes that nurses, as professionals, are required to perform specific technical duties and utilize specific skills and thought processes that are particular to the nursing profession. Recognizing this, the District will ensure that all nurses will be able to consult with supervisory staff that are RNs, ARNP's or physicians. In order to resolve issues related to this nursing practice issue, the Nurse Practice Committee shall focus on issues that may arise with respect to access to such supervisory staff. Any solutions that are mutually agreed upon may be incorporated by reference as an MOU (Memorandum of Understanding) to the current Agreement.

## **ARTICLE VII – SENIORITY**

**7.1 Definition:** Seniority shall be defined as the total length of service within the District. Seniority for layoff and job placement purposes shall be defined as the total length of service within the WSNA bargaining unit. When two or more nurses are hired and begin employment on the same day of the same year, seniority shall be established by the date and time of the nurse's acceptance of the position either verbally or in writing. If a bargaining unit member accepts a non-bargaining unit position for a period of not more than two years and then returns to a bargaining unit position, there shall be no loss of seniority.

**7.1.1 Effect of Leaves of Absence:** For the purpose of computing seniority, and except for leaves of absence granted during a nurse's probationary period, all authorized leaves shall be considered as time worked to a maximum of three (3) months.

**7.1.2 Worker's Compensation (L&I):** Seniority shall not be detrimentally affected by any Worker's Compensation (L&I).

**7.2 Loss of Seniority:** A nurse's earned seniority shall be lost for any of the following reasons:

**7.2.1** Discharge of the nurse for cause;

**7.2.2** Resignation of a nurse for a period greater than twenty-four (24) months;

Reinstatement of a nurse subsequent to twenty-four (24) months after a nurse's termination or a nurse's refusal of reinstatement pursuant to Article 17 of this Agreement.

## **ARTICLE VIII – POSITION CLASSIFICATIONS**

**8.1 District Authority Recognized:** The District and Association expressly recognize that the District has the exclusive right to create, change or modify position classifications when there is a necessary change in duties based on a business need; it is also expressly recognized that there is a duty to bargain salary or wage rates for new or modified position classifications with the Association.

**8.2 New Bargaining Unit Positions:** The District will notify the Local Unit Nurse Representative of new or changed job classifications created during the life of this Agreement if the classifications are non-supervisory, non-managerial and are to be filled by a Licensed Practical Nurse, Public Health Nurse, Nurse Practitioner or Registered Nurse. The District shall notify the Association within five (5) days of posting the position. Notice shall include the expected posting date and the job classification to be posted. The Association shall respond to the District's proposal in writing within thirty (30) days and a meeting, if requested, shall be convened within forty-five (45) days from the date of the original letter sent by the District to the Association. If the Association requests to negotiate the compensation to be paid to individuals occupying such new classification, the District may implement the new job classification while the parties negotiate such compensation. If the compensation for the new classification is negotiated at a higher rate than the interim wage, the new rate will be retroactive to the date that the new classification was implemented.

**8.3 Change of Classification:** Any bargaining unit nurse who changes bargaining unit classifications or positions while employed by the District shall not be required to complete an additional probation period. When a position or classification is significantly different such that it would require a training period of thirty (30) days or longer, a trial period of up to six (6) months may be implemented. A nurse may use vacation benefits, if he/she chooses to do so, during the trial period.

**8.3.1 Reversion Rights:** A nurse who is required to complete a trial service period retains the right to revert to his/her previous position if the nurse fails to satisfactorily complete the trial service period and the previous position has not been filled. If the previous position has been filled, the nurse has the right to fill any open position within his/her previous classification, provided that the Program Manager determines that the nurse is suitably qualified to fill the position within a period of fifteen (15) working days.

**8.4 Re-employment:** A bargaining unit nurse who voluntarily resigns from employment with the District in good standing (eligible for re-employment) and is subsequently re-employed in the same classification by the District within a period of 24 months shall not be required to complete an additional probation period, but may have to complete a trial service period as described in § 8.3 above. However, vacation benefits may not be used within the first six (6) months in accordance with Article 16.8.2.

**8.5 Filling Vacancies:** Except where reassignments are made by the District, vacancies created within job classifications covered by this Agreement by virtue of separation or newly created positions shall be posted for not less than five (5) consecutive work days; PROVIDED, however, the District retains the right to determine who, if anybody, shall be selected for and/or promoted or transferred to said vacancy. Said determination shall be based upon the applicant's interview, experience and qualifications for the position. Where the appraisal of the candidate's interview, experience, and qualification are equal, preferential consideration will be given to nurses of the Health District. Where two or more bargaining unit nurses are determined to have equal skills and abilities, seniority prevails. All job postings shall include the fact that acceptance of the position will require membership in WSNA.

**8.5.1** A nurse may submit a request to copy his/her most recent job application when the nurse has submitted application materials for other District job openings within the prior six (6) months of the vacancy for which he/she wishes to apply.

**8.5.1.1** If the nurse elects to use a prior submitted application, the assessment of skills and qualifications will be based on that dated information unless the nurse fills out a supplemental application.

**8.5.2** A bargaining unit nurse who is on paid leave during the posting period (§ 8.3 above) may apply for any open positions during his/her leave period or shall be permitted to make application within three (3) working days upon his/her return to work, unless job interviews have already been conducted or a job offer has been made or the position has already been filled.

**8.6 Temporary Positions:** Nurses shall not be hired into "temporary" positions for periods in excess of five (5) continuous months. If the position continues longer than five (5) months, it shall be considered a regular or project position and filled pursuant to the provisions of this Agreement. Nurses regularly scheduled to work over the course of a year for less than 0.175 FTE per week shall not be considered to occupy a regular part-time position included within the membership of this bargaining unit. (See also Article 3.7 of the Agreement).

## **ARTICLE IX – WAGES**

**9.1 Pay Period:** The salaries and wages of the nurses shall be paid semi-monthly.

**9.2 Work Out of Classification:** Whenever a nurse is assigned in writing by proper authority to perform a majority of the duties and accept a majority of the responsibilities of a nurse at a higher paid classification for a period of ten (10) consecutive workdays or longer he/she shall be paid at the rate established for such classification while performing such duties and accepting such responsibility. Proper authority shall be a supervisory employee in the line of organization outside of the bargaining unit, and if his/her position is to be filled, proper authority shall be his/her supervisor. Such an employee shall be placed at a step on the higher scale that provides for at least a five percent (5%) increase if there is a 5% differential between the salary ranges.

**9.2.1 Reclassification Requests.** Nurses may request a review of their current position classification under the following guidelines:

Requests for reclassification may be the result of either:

- 1) a five (5) month or greater assignment working out of class for more than fifty percent (50%) of the work, or
- 2) a significant change in duties and responsibilities.
  - a. Requests for reclassification that are submitted for consideration must show a significant change in job duties. All requests for reclassification will include an updated draft position description and a memo describing the request and justification for it. The memo with

attached draft position description will be titled “Reclassification Request” and contain the name of the class specification that the Nurse is seeking.

#### **9.2.1.1 Reclassification Process**

**Program Manager Review.** All requests will be submitted to the Program Manager. The Program Manager will have fifteen (15) working days to respond to the Nurse in writing with the decision and forward the request to the Division Director. If s/he denies the request, the Program Manager will notify the nurse and Division Director in writing with the reasons for the denial. Both approvals and denials will be forwarded to the Division Director.

**Division Director Review.** Once received, the Division Director will have fifteen (15) working days to respond with his/her decision to the Nurse in writing. If s/he denies the request, the reasons for denial will be provided in writing to the Nurse and Program Manager. Approvals will be forwarded to Human Resources with a copy to the Nurse and Program Manager.

The fifteen (15) working day Division Director review/response period may be extended by mutual agreement, in writing, between the Nurse and his/her Division Director, where the extension will assist with the fair evaluation of the reclassification request.

If there is no concurring signature from the Program Manager and/or Division Director in either case above, the Nurse must discontinue performing the out-of-class duties that formed the basis for the request when directed to do so. Additionally, the Program Manager must assure that there is no assignment of out-of-class duties. If the Nurse and Program Manager agree on the body of work, the work continues to be assigned but if there is disagreement on the proper classification, the nurse will continue to do the work as directed by their Program Manager, and the reclassification request may be submitted directly to Human Resources by the nurse for review.

**Human Resources Review.** If the Nurse is dissatisfied with the Program Manager’s and/or Division Director’s decision, s/he will have fifteen (15) working days to forward his/her request to Human Resources. Human Resources will have thirty (30) working days to respond in writing with approval or denial to the Nurse. If Human Resources fails to respond within thirty (30) working days, the Nurse shall be moved into the classification requested. If Human Resources ultimately denies the request, the nurse shall be returned to his/her original classification.

**9.2.1.2** If the initial or revised request is agreed to and approved the effective date of the reclassification shall be the first date of the pay period immediately following the date that the request was initially submitted to Human Resources. Reclassification requests that require the creation of a new classification will be processed in accordance with Article 8.

**9.2.1.3** If the reclassification request is denied by Human Resources, the response shall include a written explanation of the reasons for the denial. The Nurse and his/her representative shall be granted an opportunity to meet with a Human Resources representative. The Nurse must notify

Human Resources in writing of his/her intent to appeal within fifteen (15) working days of the response.

The Nurse may appeal the Human Resources decision to the Administrative Officer.

**9.2.1.4** A Nurse who has a reclassification request denied may not submit another reclassification request if less than six (6) months has elapsed since the date of the earlier reclassification determination. In the event there is a substantive change in newly assigned duties, the Nurse may be allowed to submit a new reclassification request before the six (6) month time frame.

**9.2.2 Lead Pay:** Whenever a nurse who is performing the same duties as other nurses in a classification is assigned limited supervisory duties and these duties do not justify reallocation to a supervisory classification level, the Health District Director may designate the nurse as a "Lead Nurse." The "Lead Nurse" performs work under the direction of a supervisor of a higher level who may not be present to give constant supervision to the work because of duties and assignments in other areas. Designated Lead Nurses shall receive a two dollar (\$2.00) per hour premium for time spent performing the additional duties.

**9.3 Exemption from Increased Classification Pay:** Nurses who have requested the opportunity to work in a higher classification as a training opportunity may be assigned, under supervision, work normally performed by a higher classification without being paid at the higher rate except that they will not be assigned the duties of a higher classification to circumvent the intent of part 9.2 hereof.

**9.4 Pay Practices:** All monthly salary ranges specified are based on a standard 2080 hour year, or forty (40) hour (1.0 FTE) workweek. Employees scheduled to work less than forty (40) hours per week will be paid the hourly rate for actual hours worked.

**9.5 Placement of Public Health Nurses Upon Hire.** Placement of newly hired Bargaining Unit Members on the wage scale shall occur as follows:

**1. Placement at Step One.**

- (a) The nurse is a graduate without work experience;
- (b) If work experience in a local public health department (or equivalent) is less than one year's continuous time on a full-time basis;
- (c) If prior work experience was not related to public health nursing duties.

**2. Placement at Step Two.**

- (a) The nurse has a minimum of one 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 is being assigned.
- (b) Other employment experience may be substituted if it provided experience in public health, community nursing or other experience directly related to the public health nursing duties to which the PHN is to be assigned.

**3. Placement at Step Three.**

(a) 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 public health nursing duties to which the PHN is to be assigned.

(b) Other employment experience may be substituted if it provided experience in public health, community nursing or other experience directly related to the public health nursing duties to which the PHN is to be assigned.

**9.6 Movement Through Steps:** Each nurse shall move regularly through the steps of the range for his/her job class, except for periods of time not worked due to discipline or unpaid leave of absence in excess of thirty (30) calendar days. Regular movement to the next higher step in any single range will occur on the first day of the month subsequent to the successful completion of any nurse's probationary period. This date of first step increase shall be known as the nurse's "step increase date" following which the nurse will receive a step increase annually.

**9.7 Nurse Returning to Classification:** If a nurse is being returned to a higher class which the nurse has left because of downward reclassification, that nurse may not progress to a higher step within the classification to which the nurse has returned at an earlier date than the nurse would have been entitled to if he/she had remained continuously employed in the higher class.

**9.8 Leave of Absence – Effect on Step Increase:** If a nurse is granted an unpaid leave of absence in excess of thirty (30) calendar days; the nurse's step increase date will be postponed by the number of days which the nurses unpaid leave exceeded thirty (30) calendar days, and adjusted to the nearest first of the month.

**9.9 Salary Increase Upon Upward Reclassification:** On the date a nurse assumes a position in a higher classification, the nurse is entitled to the higher of:

**9.9.1** The first step for the new classification; or

**9.9.2** Advancement to the step for the new classification which most closely approximates one step more than the nurse's previous salary.

**9.10 Step Increase Date Upon Upward Reclassification:** On the first (1st) of the month nearest six (6) months following a nurse's date of upward reclassification, the nurse progresses to the next salary step. This date becomes the nurse's "step increase date." Subsequent step increases within the classification are at annual intervals.

**9.11 Simultaneous Step Increase and Change of Classification:** If a nurse would otherwise have received a step increase on the same day as the nurse receives a reclassification upwards or downwards, the step increase will be considered to have occurred before any of these other actions.

**9.12 Voluntary Downward Reclassification:** A nurse who takes a downward reclassification to a class having a lower pay rate will receive one of the following two compensation changes which is most advantageous to the nurse. A downward reclassification in lieu of layoff shall be considered a voluntary downward reclassification:



**9.12.1** The nurse moves to the same alphabetic or numeric step of the lower classification for his/her new class at the step he/she occupied prior to the downward reclassification, and the nurse retains his/her step increase date. This causes a salary reduction; or

**9.12.2** The nurse moves to that step of the lower classification which allows the nurse full credit for all time worked within current unbroken period of employment in all job classes which are currently compensated at or above their new range and the nurse retains his/her step increase date. Provided that the least allowable downward reclassification is to the step of the lower classification which is closest to five percent (5%) below the nurse's former salary.

**9.13 Return From Downward Reclassification:** On return from a downward reclassification, the nurse will move to the step of the classification for the higher paid classification which the nurse would have held had he/she not been subject to a downward reclassification. Under these conditions, the nurse's existing step increase date will be carried forward into the higher class.

**9.14 Compensatory Time/Overtime:** Full-time nurses shall be eligible to earn compensatory time, or overtime, at the nurse's option under the following guidelines. Part-time nurses shall be eligible to earn excess time at the rate of time and one-half (1½) selected at the nurse's option under the following conditions:

**9.14.1** Work in excess of forty (40) hours in any work week.

**9.14.2** Work extending two or more hours beyond the nurse's regularly scheduled shift of eight hours or more in any work day. For work of less than two hours in excess of the regularly scheduled shift, nothing herein shall preclude the District from flexing the nurse's schedule to maintain a 40 hour work week.

**9.14.3** The Association and the District concur that overtime should be minimized. All overtime, compensatory time, and excess hours should, to the maximum extent possible, be pre-approved by the nurse's supervisor or designee. However, it is recognized that, due to the non-availability of the supervisor/designee or circumstances beyond the control of the nurse, pre-approval may not be possible in all instances. When pre-approval is not possible and hours above the nurse's FTE are worked, the nurse will notify his/her supervisor/designee as soon as practicable. If the additional hours were not pre-authorized, the supervisor may ask that the hours be flexed during the remainder of that work week, or the additional hours become compensatory time.

**9.14.4** No nurse shall have more than eighty (80) of actual work (120) hours of compensatory time on the books. Compensatory time may be selected at the nurse's discretion and may be taken at times mutually agreed to by the District and the nurse.

**9.15 Premium Pay:** A nurse shall receive, at his/her option, one and one-half (1½) the nurse's regular rate of pay or compensatory time off at one and one-half (1½) the amount of time the nurse spends performing any of the following:

**9.15.1 Holiday Work:** Working on any of the holidays listed in part 13.1; or

**9.15.2 Irregular Hours:** Working before or after regular scheduled work day hours at the request of the District.

**9.15.3 FTE Tracking:** Upon WSNA's request, the District shall track the number of hours that an individual nurse worked in excess of his/her scheduled FTEs and provide such data to the Local Unit Chair and WSNA Nurse Representative within fourteen (14) days of the request.

## **9.16 Salaries:**

Effective January 1, 2019: All bargaining unit employees shall receive a COLA adjustment of 2.9%. The COLA adjustment will be made to each step of the wage scale for all such employees.

Employees classified as PHN1, PHN2 and PHN3 will receive a 1.1% market adjustment in addition to the COLA adjustment.

Employees classified as ARNP will receive a 7.1% market adjustment in addition to the COLA adjustment.

Effective September 15, 2019 or as soon as the PEBB publishes the new rates, the parties agree to re-open Section 9.16 and Section 12.2 of this Collective Bargaining Agreement to bargain wage increases, including but not limited to COLA and the cost of medical and dental plan premiums.

The following shall govern the salaries for Bargaining Unit nurses during the term of this Agreement.

Effective January 1, 2019, if the Board of Health approves a COLA for other employees at the District that is greater than the minimum listed in this section, Bargaining Unit nurses shall receive the equivalent increase.

**9.16.1 Contract Minimums.** Nothing herein shall prevent the District from providing increases in excess of those stated above.

**9.17 Preceptor Premium:** Effective 5/30/2019, a nurse assigned to preceptor status shall receive One Dollar and Seventy-Five cents (\$1.75) per hour for any hours assigned and worked as a preceptor.

**9.18 Non-Holiday Release Time:** The District may only release a nurse from his/her regular work schedule by mutual agreement. When this occurs, the District may release the nurse for that day or a portion of the day, without affecting the nurse's FTE. The nurse may choose to either take leave without pay, vacation pay, compensatory time, or the nurse and his/her supervisor may mutually agree to flex the nurse's hours for that work week to "make up" those hours.

**9.19 Call-in Pay:** If the District calls a nurse for work outside his/her regular schedule, the nurse will be paid a minimum of 2 hours of pay.

**9.20 Bilingual Pay:** Effective 5/30/2019, nurses who do not currently have bilingual job responsibilities included in their classification questionnaires/position descriptions and who are requested by the District to provide bilingual interpreter and/or translation services to or for the District for any reason will be compensated at the rate of ten dollars (\$10.00) per hour above their regular rate of pay, in minimum 15 minute increments.

**9.21 Overpayment:** Under the circumstances when a nurse is receiving income from sources such as sick leave, jury duty pay, long term disability, worker's compensation, shared leave, vacation leave, or unemployment compensation, it is possible for the nurse to receive more than 100% of his/her regular earnings. Regular earnings for the purpose of this section are defined as the nurse's total compensation based on his/her regular work schedule. A Nurse is not entitled to receive more than 100% of his/her regular earnings while on leave. The District will notify the nurse of the possibility that the nurse might receive more than 100% of his/her regular earnings as soon as it is discovered. The nurse may choose to receive less than 100% of his/her regular earnings during the period of leave. For example, the nurse may choose to receive only worker's compensation payments without utilizing any vacation leave. Whenever possible the nurse and the District will mutually agree upon a method of reduced payment or repayment when overpayment is anticipated or received.

**9.22 Weekend Premium:** Effective 5/30/2019, any nurse who is assigned or required to work on a weekend shall receive a premium of four dollars (\$4.00) per hour for all time worked on the weekend. The weekend shall be defined as all hours on Saturday and Sunday.

## **ARTICLE X – HOURS OF WORK**

**10.1 Regular Work Schedule:** The regular hours of work each day shall be consecutive except for interruptions for a one-half (½) to one (1) hour lunch period, depending on scheduled work hours.

**10.1.1 Reasonable Effort:** It is understood that, in all situations, nurses scheduled to work will make a reasonable effort to report on time for their scheduled workday.

**10.2 Rest Periods:** Each employee's work schedule shall provide for a fifteen (15) minute rest period during each four (4) hour shift.

**10.3 Regular Work Week/Day:** The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal workday shall consist of eight (8) hours of consecutive work, normally between 8:00 a.m. and 5:00 p.m. except for interruptions for meal and break periods.

**10.3.1 Alternative Schedules:** An alternative schedule that provides for a regular schedule different from the normal work week, described in part 10.3 shall be mutually agreed upon between the nurse and the District at the time of hire. Regular alternative schedules arranged after the start of employment will be agreed to in writing on a "Flex Time Work Agreement Form." By agreements to this provision the Association shall not waive its right to negotiate the terms and conditions of an alternative schedule.

**10.4 Travel Time:** See travel policy.

**10.5 Split Shifts:** There shall be no split shifts of existing positions, absent agreement of the nurse, except in a bonafide emergency.

**10.6 Temporary Schedule Changes:** To accommodate special programs, unusual circumstances or public health emergencies, the District may temporarily change a nurse's work schedule. Temporary schedule changes

shall last no longer than five months. The nurse will be given at least three (3) days' notice of such change with the exception of Public Health emergencies. When a nurse works on his/her regularly scheduled day off due to a District initiated schedule change, the nurse will be given the option to work his/her number of hours for that week which he/she is regularly scheduled or the nurse will be given the option to flex his/her work week to accommodate the extra hours worked. If flexing the work week is not possible due to workload demands, the nurse will be compensated at time and one-half (1½) or accrue compensatory time at the rate of time and one-half (1½) for any hours worked over 40 in that work week or for work extending two or more hours beyond the nurse's regularly scheduled shift in any work day.

**10.7 Teleworking/Telecommuting:** Teleworking/telecommuting may be utilized to promote District goals and enrich the quality of the nurse's work life.

**10.7.1** Teleworking is a voluntary alternative work arrangement that is available to nurses through mutual agreement between the nurse and his/her supervisor. All parties must complete and sign a Teleworker Application/Agreement and meet with his/her manager to discuss the telecommuting guidelines. With a minimum of 10 working days' notice unless both parties agreed otherwise, either party may terminate or revoke the arrangement. The 10-working day notice may be waived in the event of a breach of confidentiality.

**10.7.2** Occasional teleworking may be permitted for special project work, during convalescence from an injury or illness, while a family member is recovering from an injury or illness and needs in-home assistance, during pregnancy and following the birth of a child, while all reasonable commute modes are blocked or when the primary work site is inaccessible or uninhabitable except as provided in Article 15.1 of this Agreement. A Teleworker Agreement/Application will be completed by the applicable parties.

**10.7.3** Nurses who telecommute will follow the District's Confidential Record Protection Policy For Teleworking dated October 2013, as well as state and federal laws relevant to confidentiality and protection of sensitive client information including, but not limited to, client's personal health information.

**10.8 Tuition Reimbursement:** The District recognizes the importance of allowing nurses to increase their job skills by attending higher education institutions. Eligibility, guidelines, payment and repayment schedules, reimbursement criteria, funding and administration of the Tuition Reimbursement program is outlined in the District's Tuition Reimbursement guidelines. Classes including distance learning at programs accredited by a U.S. Department of Education Accreditation Agency are included in tuition reimbursement. Once a nurse has successfully completed the class or course of study, tuition shall be reimbursed no later than four weeks after Human Resources receives all of the necessary documentation to process the reimbursement. Job related training such as conferences, workshops, correspondence training programs, and satellite training classes are not included under tuition reimbursement.

**10.9 Education Time:** The District and the Association agree that having a competent qualified work force is beneficial for the nurse, the agency, and the public. Therefore, the District will provide paid time for nurses to attend non-mandatory trainings that are relevant to nursing and Public Health Practice as mutually agreed upon by the nurse and management.

**10.9.1** In accordance with the provisions of the Fair Labor Standards Act, time spent in attending lectures and meetings for training purposes shall be considered time worked unless ALL of the following tests are met:

- (1) Attendance is voluntary;
- (2) The Employee performs no productive work during the meeting or lecture;
- (3) The meeting takes place outside of regular working hours; and,
- (4) The meeting or lecture is not directly related to the employee's current work, as distinguished from teaching the employee another job or additional skill.

## **ARTICLE XI – USE AND MAINTENANCE OF VEHICLES/CELLULAR TELEPHONES**

**11.1 Transportation:** When a nurse uses his/her own car for transportation related to employment, not to include commuting, the nurse shall be reimbursed at a rate established by the Internal Revenue Service (IRS). In the event the IRS guidelines are adjusted, payment rates shall be effective upon date of implementation. The District commits to explore creative options to limit unnecessary use of an employee's car and to minimize costs for the nurse as well as the District.

**11.2 Car Maintenance:** Nurses who have been reimbursed for three thousand (3,000) miles during the previous year shall receive up to seventy-five dollars (\$75.00) reimbursement for any automobile rental expenses incurred while the nurse's automobile is in the shop during the next calendar year. (Example: If a nurse is reimbursed for 3,000 miles or more in one year, she/he shall be reimbursed for car rentals up to \$75.00 during the following year). Upon request, the District will provide the nurse with the number of miles traveled on a monthly or calendar year basis. Employees who are required to use their own vehicle as per section 11.1 of this agreement will be allowed up to two (2) hours every two (2) calendar months in order to have regular scheduled maintenance performed to their personal vehicle. Employees shall be required to conduct District work while waiting for their vehicles.

**11.3 Use of District Vehicles:** In the event the District acquires or leases motor vehicles for use by employees, Bargaining Unit members shall be eligible to use such vehicles in accord with District direction and assignment, which assignment shall not be unreasonably denied.

**11.4 Parking:** Nurses shall be reimbursed for parking costs incurred during the course of conducting District business away from the nurse's primary worksite.

**11.5 Vehicle Emergencies:** If a field nurse becomes stranded away from the office because his/her vehicle becomes inoperable or for any reason outside of the nurse's control and the nurse has no other means of assistance (i.e. AAA, family member at home, etc.), the District will make every reasonable effort to promptly dispatch another District employee to transport the nurse to work or other designated site as approved by the Program Manager or Designee. The nurse will be allowed a reasonable amount of time, not to exceed four (4) hours to arrange for appropriate vehicle-related service/repairs during that work day and may make-up those hours utilizing flex time, vacation or compensatory time as agreed to by the nurse's Program Manager.

**11.6 Cellular Telephones:** District cellular telephones should be used only for professional/critical job-related calls or in cases of an urgent job-related need or emergency or an urgent personal need or emergency. An example

of such use would be the nurse notifying his/her family that he/she has been detained at the end of a shift. Personal use of District cellular telephone should be strictly limited. All nurses will sign an “SRHD Cellular Phone Agreement” prior to being issued a cellular phone.

**11.6.1 Repayment:** If a nurse uses his/her cellular telephone for purposes other than described in 11.5 above, the nurse agrees to notify and reimburse the District for the air time used to place or receive those calls. Continued misuse of District cellular phones may result in disciplinary action.

**11.6.2 Safety:** For safety reasons, nurses will not use any District issued or personal cellular phones while driving during work hours.

## **ARTICLE XII – MEDICAL, DENTAL & LIFE INSURANCE**

**12.1 Insurance Information:** The current insurance plans offered, and maintained by the District, as well as any professional liability and life insurance shall be listed and identified in an insurance plan summary that shall be prepared by the District on an annual basis and made available to all nurses.

**12.2 Equality of Coverage for Benefits Provided:** The District agrees to provide paid medical, dental, vision, long term disability and life insurance benefits to nurses. With regard to medical benefits, the District’s contribution rate shall be based on the cost of the Kaiser Value health insurance plan (lowest cost traditional plan), excluding Consumer Driven Health Plans (CDHP)/High Deductible Health Plans and Affordable Care Plan (ACP) that the District makes available to any District employee. The District shall continue to pay 100% of the cost of the dental plans.

District shall contribute the following for the Kaiser Value medical plan for 2019, effective as of January 1, 2019:

Kaiser Value Plan\*:

Employee Only:	\$729.50
Employee/Child:	\$1,032.23
Employee/Spouse:	\$1,093.81
Family:	\$1,484.59

\*CDHP and Affordable Care plan (ACP) contributions shall be paid at the actual premium rate, if they are equal to or lower than the established rates.

The District shall maintain its 2019 contribution percentage for all employees who opt to cover spouses, children and/or families.

With respect to medical premiums paid by the District, the parties agree to begin negotiations over the rates listed in section 12.2 above no later than September 15, 2019 or as soon as the PEBB publishes the new rates.

**12.2.1 Part-time Nurses:** The District shall provide medical, dental, vision and life insurance benefits for all regular or project nurses working 30 hours per week (.75 FTE) or more on a regularly scheduled basis at the same level as full time employees. Part-time employees working between 20 and up to 30 hours per week will receive benefits on a pro-rated basis based on their FTE with the exception of medical, which will be covered for the employee only at the same level as full time employees.

**12.2.2 Retired Nurses:** Nurses age 60 and over who become eligible for retirement benefits under PERS during the course of this agreement will be eligible to receive retiree medical benefits. The District will contribute \$400 per month into a Health Reimbursement Account (HRA) for each retired nurse participating in retiree medical. If eligible under PEBB rules, the nurse may choose to use the HRA funds for reimbursement for payments made to the PEBB medical plan. If eligible, spouses may be insured on PEBB on a 100% self-pay basis. Nurses who are not eligible under PEBB retiree rules, or those who wish to participate in another medical plan may use the HRA funds for reimbursement to a medical insurance plan of their choosing (excluding plans that are already pre-tax, or tax sheltered). The District's HRA premiums for the retiree will not be available for other medical costs. Eligibility in the retiree medical plan will cease when either: A) the nurse becomes eligible to participate in other group coverage through subsequent employment or; B) the nurse reaches Medicare eligibility.

**12.2.3 Cyclic Nurse:** Full time cyclic employees (.75FTE) who work 9 months or more a year will receive full time benefits for the entire year (12 months). Other cyclic employees will receive pro-rated benefits if their annual FTE is .5 FTE or greater.

**12.3** If the District pays more for any other employee at the District for medical, dental, vision, and life insurance benefits, the same increased amount shall be paid for the nurses' benefits. It is understood that, if another employee group chooses an option that has been rejected by the Association, the "me too" provision in section shall not apply.

**12.4 Changes in Coverage:** The District will make no discretionary change in benefits, carriers, or coverage provided under the health and benefit plans, without first considering input provided by WSNA through the nurse, local unit representative and/or authorized designee(s). In the event the District or carrier proposes to change health or dental program benefits during the contract renewal process, the District will provide an educational meeting and consider any input provided by nurses during that meeting. In the event the District or carrier propose to cancel the existing program benefits, the District will use its best efforts to secure another carrier to provide the same or as similar as possible level of benefits to its employees at the same cost. If the District pays more for any other employee at the District for medical, dental, vision, and life insurance benefits, the same increased amount shall be paid for the nurses' benefits. It is understood that if another employee group chooses an option that has been rejected by the Association, the "me too" provision in this section shall not apply.

**12.5 Effect of Leave:** The District shall continue to provide group insurance benefits for any nurse who is unable to return to work because of proven illness or injury for up to three (3) months following the exhaustion of the nurses accrued sick leave and annual leave as long as the leave is covered by FMLA. Thereafter, the nurse shall be allowed to continue existing insurance coverage at the nurse's own expense in accord with the state or federal law.

## **ARTICLE XIII – HOLIDAYS**

**13.1 Holidays Defined:** Holidays for which Spokane Regional Health District nurses shall be compensated are as follows:

New Year's Day

Veteran's Day

Martin Luther King Jr.'s Birthday

Thanksgiving Day

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Indigenous People's Day (previously Columbus Day)

Day After Thanksgiving  
Christmas Day  
One (1) Personal Holiday  
Christmas Eve

**13.1.1** If an employee's religion observes a holiday not included in the basic holiday schedule, the employee may, with supervisor approval, take the day off using their personal holiday, vacation, wellness day, compensatory time or leave without pay.

**13.1.2** If the Administrative Officer declares an early release on any holiday, employees not previously scheduled off, will be afforded the opportunity to leave work early on that day, or have a choice of which day to leave work early (e.g. Christmas Day or New Years Eve). Employees who received prior approval for that holiday time off, shall have the appropriate account (vacation, holiday, comp time) credited for an amount equal to that authorized for the employees to leave early.

**13.1.3** Notification of early release on any holiday will be communicated via email and the District phone system. If the announcement is made less than 2 hours prior to the early release time, and the nurse is not available to receive the announcement, he/she will be given the opportunity to flex the additional hours worked within the next two weeks when it is mutually agreed upon between the nurse and the supervisor.

**13.2 New Holidays:** In the event the President of the United States and the Governor of the State of Washington declare a holiday, the District and Association agree to open negotiations about that holiday.

**13.2.1** If the President of the United States declares a one-time, non-recurring legal holiday, the Health Officer may determine that the holiday will be observed by the Health District as described in 13.1.2.

**13.3 Pay for Holidays:** Subject to the provisions of part 13.4, regular nurses shall receive one (1) day's pay (8 hours) for each of the holidays listed above on which they perform no work, provided the nurse is not absent due to disciplinary suspension without pay. Part-time nurses shall be paid on a pro-rated basis based on hours worked. At the nurse's discretion, s/he may take leave without pay for any uncompensated hours required to fill their FTE.

**13.4 Eligibility Requirements:** Nurses shall be eligible to earn compensation on a holiday under the following conditions:

**13.4.1** Nurses will be paid for each compensable holiday which falls anywhere during the calendar week, whether it falls on a scheduled day of work or not. Their proportion of eight (8) hours' straight time pay for the compensable holiday shall be the same proportion of eight (8) hours as their regular weekly number of work hours is to a 40-hour work week; or

**13.4.2** If a holiday is observed on a nurse's scheduled day off, during the nurse's vacation or while the nurse is on paid sick leave, the nurse shall be paid for the unworked holiday; or

**13.4.3** If a nurse is on an authorized paid leave of absence or is receiving donated leave from another nurse pursuant to section 15.4.2; and



**13.4.4** The nurse worked his/her last regularly scheduled day prior to the holiday unless he/she is excused by the District or he/she is absent for any reasonable purpose. The District and the Association shall mutually agree upon what is a "reasonable purpose."

**13.5 Holidays Falling on Weekends:** Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

### **13.6 Personal Holiday**

**13.6.1** A regular or project employee who has been employed a minimum of four (4) months is eligible to earn one personal holiday per calendar year of employment. A bargaining unit member will be paid for each hour he/she would have regularly been scheduled to work on the day that the Personal Holiday is taken. Personal Holiday hours must all be taken on a single day.

**13.6.2** Personal Holidays must be taken in the calendar year in which they are earned. If an employee is scheduled to work on a previously approved Personal Holiday, and the employee is unable to reschedule or chooses not to reschedule his/her personal holiday on another day, that employee shall receive one and a half times (1 1/2x) their regular rate of pay for all hours worked in addition to the holiday pay at their regular rate. Personal Holidays will not be carried over to the following calendar year unless the nurse has requested a Personal Holiday during the calendar year and the District has denied the request. Personal Holidays which have not been taken prior to termination of employment will not be forfeited and shall be paid to the employee as part of their final paycheck.

## **ARTICLE XIV – UNPAID LEAVES OF ABSENCE**

### **14.1 Family and Medical Leave**

**14.2 Eligibility:** To be eligible for FMLA benefits, a nurse must have been employed by the District for at least twelve (12) months and have worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave. Periods of approved military leave should be counted when calculating these hours of service requirements for FMLA leave.

**14.3 Qualified Leave Reasons:** The District will grant FMLA leave to eligible nurses for the following reasons:

1. Birth of a child; or
2. Placement of a child for adoption or foster care; or
3. Care for a spouse, parent, biological, adopted or foster child, stepchild, or a legal ward with a serious health condition who is under 18 years of age, or 18 years of age or older and incapable of self care because of a mental or physical disability; or
4. The serious health condition of a nurse; or
5. For a "qualifying exigency" relating to the active-duty status or call to active-duty in the armed forces of a spouse/same-sex domestic partner, son, daughter, or parent of the employee, including those contingencies set forth in the applicable regulations, summarized as follows:

- short-notice deployment;
  - military events and related activities;
  - to arrange for childcare, or provide childcare on an urgent basis, or for school activities;
  - to make financial or legal arrangements; to attend counseling;
  - to spend time with the service member while on short-term leave;
  - for post-deployment activities;
  - for other activities in accordance with the regulations.
6. Care for a family member or next of kin who is a member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status on the temporary disability retired list, for a serious injury or illness.

**14.4 Length of Leave:** Eligible nurses may be entitled to up to twelve (12) weeks of unpaid leave during any 12-month period (which period is measured backward from the date an employee uses any FMLA leave). Each time an employee takes FMLA leave, the remaining leave entitlement equals the balance of the 12 weeks that has not been used during the immediately preceding 12 months.

Where either, both spouses or both domestic partners are employed by SRHD, they are each entitled to 12 weeks of FMLA leave for the birth and care of their newborn child, or for the care and placement with them of a child for adoption for foster care.

An eligible employee who is the spouse/domestic partner, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of FMLA leave during a 12-month period to care for the service member. The leave in this paragraph shall only be available during a single 12-month period, though that leave entitlement shall be applied on a pre-covered-service member, per-injury basis.

**14.5 Child Care Entitlement:** A nurse is entitled to leave for the birth or placement of a son or daughter for a period up to twelve (12) months from the date of placement or birth.

**14.6 Serious Health Condition:** A serious health condition is defined as a condition requiring inpatient care at a hospital, hospice, or residential medical care facility, or continuing care by a state licensed health care provider. The term serious health condition is intended to cover conditions or illnesses affecting one's health to the extent that inpatient care is required, or absences are necessary on a recurring basis or for more than a few days for treatment or recovery. It is not intended to cover short-term conditions for which treatment and recovery are brief, since such conditions are covered by the District's sick leave policy. Examples of serious health conditions include heart attack, heart conditions requiring heart bypass or valve surgery, cancer, stroke, spinal injuries, back conditions requiring extensive therapy or surgical procedures, pneumonia, appendicitis, emphysema, severe nervous disorders, injuries caused by serious accidents, ongoing pregnancy, severe morning sickness, and needs related to prenatal care, childbirth, and recovery from childbirth. Consistent with the examples, voluntary or cosmetic treatments which are not medically necessary are not included unless inpatient hospital care is required.

**14.7 Spouses/Domestic Partners Employed by District:** If a husband and wife, or domestic partners are both employed by the District, they are together entitled to the maximum number of work weeks of unpaid leave (12 or 26) within any twelve (12) month period of time.

**14.8 Notification of Leave by the Nurse:** A nurse wishing to take foreseeable Family and Medical Leave shall notify the District with a minimum of 30 calendar days' notice by submitting a Family and Medical Leave Request Form. If the date of birth, placement, or medical treatment is less than 30 days, the nurse shall provide the District with as much notice as is possible.

**14.8.1** In the event of planned medical treatment, the nurse shall make reasonable efforts to schedule the medical treatment so as not to unduly disrupt the operations of the District.

**14.8.2** When the leave is unforeseeable based upon the unplanned medical treatment of the nurse, nurse's spouse, child, or parent, the nurse shall notify the District of the leave within a reasonable period of time.

**14.9 Notification of Leave Approval by the District:** In addition to verbal notification, the nurse will receive written notification from Human Resources within fourteen (14) days of approval of Family Medical Leave. The notification will include the approved leave time dates, available leave accruals as of the last completed pay period and the procedure for accessing information on open positions during the nurse's absence.

**14.10 Intermittent and Reduced Leave:** In certain circumstances, employees may take intermittent leave or leave on a reduced leave schedule. Leave for the birth of a child, or for the placement of a child with the nurse for adoption or foster care, shall not be taken intermittently or on a reduced leave schedule unless the District and the nurse agree to the intermittent or reduced leave schedule. Intermittent leave or leave on a reduced schedule may be taken whenever medically necessary to care for a seriously ill family member or because of the employee's own serious health condition.

**14.10.1** Leave taken on a reduced or intermittent schedule shall not result in a reduction in the total amount of leave to which the nurse is entitled. Actual time taken on a reduced or intermittent schedule shall be subtracted from total available leave time.

**14.10.2** If a nurse requests intermittent or reduced leave that is foreseeable based on planned medical treatment, the District may require the nurse to temporarily transfer to an available alternative position that has equivalent pay and benefits, and better accommodates recurring periods of leave than the nurse's regular position.

**14.11 Certification of Leave:** The District may require certification issued by a health care provider of the nurse, or of the spouse, son, daughter, or parent of the nurse, as appropriate.

**14.11.1** Certification for a serious health condition of the nurse shall state the date on which the serious health condition commenced, the probable duration of the condition, and the appropriate medical facts concerning the condition within the knowledge of the health care provider.

**14.11.2** Certification for intermittent leave or leave on a reduced leave schedule shall include planned medical treatment, the dates on which such treatment is expected to be given, the duration of such treatment, the medical necessity of the intermittent or reduced leave schedule, and the expected duration of the intermittent or reduced leave.

**14.11.3** Certification for a serious health condition of the nurse's spouse, son, daughter, or parent shall

include a statement that the nurse is needed to care for the affected family member and the estimated amount of time that the employee is needed for such care.

**14.12 Second Opinion:** If the District has a reason to doubt the validity of the certification provided, it may require (at the District's expense) that the nurse obtain the opinion of a second health care provider designated and approved by the District.

**14.13 Benefits While on Leave:** As part of the leave, the nurse shall use any accrued sick leave, compensatory time, annual (vacation) leave, and his/her personal holiday prior to going on leave without pay status.

**14.13.1** Nurses on a paid leave shall continue to receive the benefits they are entitled to prior to the start of the nurses' leave, including the accrual of vacation, sick leave, holidays, retirement, insurance benefits and flexible spending.

**14.13.2** During any calendar month, a nurse's health benefits may be suspended if the eligibility requirements of the Public Employee Benefits Board (PEBB) is not met. (The nurse must be in pay status with the District for a minimum of eight hours per month). Self-payment of insurance premiums may apply through COBRA.

**14.13.2.1** Exception: The District will continue to pay the same portion of health and dental insurance, group life insurance, and disability insurance during FMLA leave as the District was paying prior to the nurse going on leave.

**14.14 Return From Leave:** Except as noted, any nurse who takes Family and Medical Leave will be entitled to return to the same position held when the leave commenced or, if that position is not available, restored to an equivalent position with equivalent benefits, pay, and terms and conditions of employment.

**14.14.1** The nurse's right to return to the previous position held does not apply if that position has been eliminated due to a bona fide reduction in work force, in which case the provisions of Article 17 shall apply.

**14.14.2** The nurse will not accrue sick leave or annual leave while on unpaid Family or Medical Leave.

**14.14.3** A nurse returning from leave may be required to bring certification from the nurse's health care provider stating that he/she is able to resume regular work.

**14.14.4** Any unpaid absence of less than thirty (30) calendar days will not affect the nurse's step increase or vacation accrual date. A nurse on unpaid family leave of thirty (30) calendar days or more will have his/her sick leave and vacation accrual frozen and his/her step increase will be adjusted.

**14.15 Failure to Return From Leave:** The District may recover any money paid to continue the nurse's benefits while on unpaid leave if:

**14.15.1** The nurse fails to return from leave after the period of leave to which the nurse is entitled has expired, or

**14.15.2** The nurse fails to return to work for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the nurse's control.

**14.15.3** The District may require the nurse to provide medical certification issued by the health care provider of the nurse, the nurse's spouse, son, daughter, or parent (as appropriate), if the nurse is unable to return from leave due to the continuation, recurrence, or onset of a serious health condition.

**14.15.3.1** Arrangements to repay the District for benefit continuation must be made through District payroll.

**14.16 Maternity Disability Leave:** All nurses may take Maternity Disability Leave for the disability related to her pregnancy or childbirth and recovery birth of a child. The nurse must provide documentation from her health care provider testifying to the need and duration of Maternity Disability Leave.

**14.16.1** Sick leave, vacation leave and any other accrued leave must be exhausted during Maternity Disability Leave prior to going on leave without pay.

**14.16.2** Maternity Disability Leave may be in addition to any Family and Medical Leave that the nurse is eligible to receive, or may (at the nurses discretion) be used concurrently with FMLA. If Maternity Disability Leave is used in addition to FMLA, it must be used prior to FMLA.

**14.16.3** Thereafter, the nurse will pay both her portion and the District's portion of medical and dental insurance premiums for the entire duration of Maternity Disability Leave with the following exception:

**14.16.4** The District will continue to pay its portion of medical and dental insurance premiums when the nurse is using Maternity Disability Leave concurrently with another leave, wherein the District pays its portion of medical and dental insurance premiums during the other leave.

**14.17 Extended Disability Leave:** A nurse who has exhausted all of his/her sick leave, vacation leave, and any other accrued leave due to illness or other type of medical disability may be granted up to six (6) months of Extended Disability Leave at the discretion of the District.

**14.17.1** Extended Disability Leave would be in addition to any Family and Medical Leave that the nurse is eligible to receive.

**14.18 Personal/Educational Leave:** At the discretion of the District, an employee may be granted Personal Leave for education, Peace Corps, public health service duty, personal business or as an extension of paid vacation.

**14.18.1** Educational Leave must conform to the period of actual attendance at an accredited institution of higher learning. Personal Leave as an extension of paid vacation or for personal business is limited to a maximum of thirty-one (31) calendar days with no loss of position or benefits, including medical benefits provided by the Public Employee Benefits Board (PEBB) (as long as the nurse meets the PEBB's eligibility requirements during any calendar month). Employees shall be taken off the payroll for personal leaves (including educational leaves) greater than 31 days, and shall receive no benefits. However, upon

conclusion of a personal leave of 32 days up to six months, the RN shall be entitled to apply for District positions with the same rights and consideration as an internal applicant for a period of 30 calendar days.

**14.19 Approval of Leave:** When leave requests considered by the District are denied, the District shall provide the nurse with a written statement denying the leave, and stating the reason(s) for disapproval.

**14.20 Unauthorized Absence:** Unauthorized absence is cause for possible disciplinary action. A nurse returning from unauthorized absence must submit in writing, to his/her immediate supervisor, a statement indicating his/her reason(s) for absence. The District may excuse the action, or take disciplinary action.

A nurse who is absent from his/her position for a period of three (3) consecutive days without notice to the District is deemed to have abandoned his/her position. The nurse may be terminated by sending a written notice by certified mail to the nurse's last known address. In absence of a returned receipt, the postmark date of the mailed notice is considered the notification date and the effective date of the termination. A copy of the notice will be kept in the nurse's District personnel file.

**14.21 Job Protection:** Any regular nurse returning to work after an authorized non-Family or Medical Leave of thirty days or less may return to his/her former position if it still exists and if his/her seniority within the classification is greater than a nurse currently holding such position. If the position no longer exists or the nurse does not have sufficient seniority to displace the current employee in that classification, the nurse may, by seniority, claim an existing position for which the nurse is qualified. If the nurse returns to work after more than thirty days, the nurse may return to his/her former classification. Regular nurses, so displaced, shall have similar rights to claim an existing position by seniority, for which the nurse meets the minimum qualification.

**14.22 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 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. (Reference RCW 49.77)

**14.23 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. (Reference RCW 49.79).

## **ARTICLE XV – PAID LEAVE**

**15.1 Family Care Leave:** Regular and part-time nurses who have accrued paid leave (sick leave or other accrued paid time off) shall have access to such leave to care for:

(1) An employee's child who has a health condition requiring treatment or supervision. ["Child" means a biological, adopted, or foster child, a step child, (a) a legal ward, or child of a person standing *in loco parentis* who is: under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability]; or

(2) For a family member with a serious health condition and/or emergency condition who is: (a) A legal spouse; (b) Domestic Partner; (c) Parent; (d) Parent-in-law; or (e) Grandparent of the employee.

Family Care leave that also qualifies for FMLA and/or Washington Family Leave law shall be taken concurrently.

**15.2 Sick Leave – Regular Full-Time/Part-Time Nurse:** Each regular full-time nurse will be credited with eight (8) hours of sick leave on the last working day of each calendar month unless additional accrual is required by law. Part-time nurses accrue sick leave on a pro-rated basis rounded to the nearest ¼ hour based on the FTE the nurse is scheduled to work each week. Sick leave hours are available for use on the first day of the month after they are accrued.

**15.2.1** Sick leave may be taken in the minimum of one-quarter (1/4) hour increments and accrual of sick leave hours is unlimited.

**15.3 Sick Leave – Change in Hours:** If a nurse changes his/her scheduled work hours (full time equivalency) during the month, he/she will accrue sick leave based on his/her full time equivalency on the last day of the month in which the leave is earned. For example, if a nurse's scheduled work hours increase from 16 to 20 hours per week on the 10<sup>th</sup> of the month, he/she will earn sick leave for that month based on a 20 hour work week.

**15.4 Conditions for Which Sick Leave is Payable:** Conditions under which a nurse is to be paid sick leave are limited to the following:

**15.4.1** When a nurse whose exposure to contagious disease or illness could jeopardize the health of fellow workers or the public should the nurse attend work as scheduled.

**15.4.2** An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

**15.4.3** To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

**15.4.4** When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason;

**15.4.5** For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

**15.4.6** For purposes of this section, "family member" means any of the following:

- (a) A child, including 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) 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;
- (c) A spouse;
- (d) A registered domestic partner;
- (e) A grandparent;
- (f) A grandchild; or
- (g) A sibling.

**15.4.7 Mental Health Day:** When the nurse requests a "mental health day" which is approved by the nurse's supervisor.

**15.4.8 Extra Bereavement Leave:** As additional bereavement leave as approved by the nurse's supervisor when there is a death in the nurse's family.

**15.5 Shared Leave:** Shared leave permits nurses to donate limited vacation leave, compensatory time, or sick leave as described below to any other employee who is suffering from, or has a household member suffering from, an extraordinary or severe illness, impairment, or physical or mental condition, which has placed the nurse in a leave without pay status.

**15.5.1** If the nurse has exhausted all available leave including sick leave, vacation leave, personal holiday, compensatory time, and wellness pay hours, the nurse will be permitted to request shared leave. The Office of Human Resources will determine if the nurse meets the shared leave criteria as described in this article, and send notification of the shared leave request to other District staff.

**15.5.2** Nurses may voluntarily donate accrued vacation hours at their regular rate of pay to the requesting employee, provided: That the donating employee's vacation accrual bank does not go below 80 hours.

**15.5.3** Nurses may voluntarily donate accrued compensatory time, a Personal Holiday and/or Wellness day at their regular rate of pay to the requesting employee. There is no limit on the amount of compensatory time that may be donated. Personal Holiday and Wellness day time that is donated must be used in the same calendar year.

**15.5.4** Nurses may voluntarily donate any sick leave payoff they receive under the conditions set forth in article 15.13 on an annual basis, which will be maintained in a sick leave bank for nurses. Sick leave payoff will be converted to a dollar amount based on 15.13.2 when placed in this bank. Nurses may also voluntarily donate vacation time, compensatory time hours to this bank.

This bank may only be accessed by a nurse who has exhausted all of his/her leave accruals (vacation time, sick time, compensatory time, personal holiday and wellness day) The nurse cannot draw more than 40 hours within a calendar year from this bank.

Nothing precludes a nurse from accessing other shared leave.

**15.5.5** Nurses who receive shared leave, shall receive leave at their regular rate of pay. One (1) hour of donated shared leave may cover more or less of the nurse's regular pay rate.



**15.5.6** Any amount of shared leave not used by the nurse for any instance/occurrence shall be returned to the donors.

**15.5.6.1** All donations of vacation and sick leave hours made under this section are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

**15.6 Illness During Vacation:** When a nurse is sick while on a paid vacation, the nurse shall be granted accrued sick leave as provided for the condition (in lieu of paid vacation), provided that the nurse requests such sick leave by the deadline for payroll submittal for the first pay period after returning from work provided that he/she substantiates in writing within a reasonable period of time that such condition did exist at the time.

**15.7 Notice to District:** Where possible, each nurse shall notify his/her immediate supervisor of the need to use sick leave at the beginning of any period of sick leave.

**15.8 Falsification of Sick Leave Report:** Falsification of a sick leave report is grounds for possible disciplinary action.

**15.9 Verification:** For absences of three (3) days or less, the District may not require verification that an employee's use of sick under this section is for an authorized purpose. For absences of more than three (3) days, the District may require verification that the use of sick leave was for an authorized purpose but shall not require that the information provided explain the nature of the condition. Leave taken under FMLA may require additional information.

**15.10 Military Leaves:** The District will comply with all applicable federal, state, and local laws, rules, and regulations governing military leave.

**15.11 Jury Duty:** Regular and Project status Nurses who are called to serve on jury duty or as subpoenaed witnesses for District business may elect to be compensated by the District at the nurse's regular rate of pay beginning the first date requested to report for duty, not to exceed a maximum of 20 work days, or keep their jury duty/witness pay. If the nurse elects to be compensated by the District, he/she shall retain his/her jury pay check and remit a personal check in the amount of the court paid per diem to the District, so that income from both sources (not including mileage or parking) does not exceed the salary for the nurse's regular FTE.

**15.12 Bereavement Leave:** In the event of a death in the nurse's immediate family, the nurse will receive 24 hours paid bereavement leave based on a 1.0 FTE (will be pro-rated for less than 1.0 FTE) to allow for services, travel or other arrangements. The nurse may extend such leave time, using accrued sick and/or vacation leave, compensatory time, personal holiday and/or wellness day upon notice of need and request to his/her supervisor. If the nurse has exhausted all paid leave (bereavement, sick, comp time, and vacation) and needs to request additional time from work, the employee may request personal leave without pay with approval from his/her supervisor.

**15.12.1** Immediate family is defined as: spouse or domestic partner, father, mother, mother-in-law, father-in-law, step-parent, foster-parent, brother, brother-in-law, sister, sister-in-law, step brother, step sister,

child, step child, foster child, son-in-law, daughter-in-law, niece, nephew, grandparent, step-grandparent, grandchild, or step-grandchild of the employee or the employee's spouse or domestic partner.

**15.12.2** In addition, if a nurse is the "legal guardian of the person" the nurse will be granted bereavement leave in accordance with Section 15.12. The term "legal guardianship of the person" is defined as the legal right to be responsible for the personal needs and other necessities of a person deemed fully or partially incapable of providing these necessities for him/herself. The term legal guardian "of the person" should not be confused with "legal guardian of the finances."

**15.13 Sick Leave Payoff During Continued Employment:** In January of each year and at no other time, each nurse may request, and will be entitled to receive, a cash payoff for unused sick leave subject to the following limitations:

**15.13.1** Only the balance of sick leave between four hundred eighty (480) hours and six hundred (600) hours is subject to payoff;

**15.13.2** The rate of payoff will be twenty-five percent (25%) of the nurse's base rate of pay during the last month of the previous calendar year;

**15.13.3** All hours paid off will be deducted from the nurse's balance of sick leave eligibility;

**15.13.4** Any sick leave payoff deducted from the nurse's balance of sick leave eligibility will not be counted towards the nurse's total usage of sick leave for that year for purposes of Wellness Day eligibility;

**15.13.5** Only the unused sick leave from the previous year's sick leave accrual (96 hours maximum) is subject to payoff.

**15.14 Sick Leave Payoff Upon Retirement or Death:** All nurses who separate from the District due to retirement or death will be paid twenty-five percent (25%) of the nurse's accrued sick leave balance up to a maximum of six hundred (600) hours multiplied by the nurse's regular rate of pay during the last month of employment.

**15.14.1** Nurses who have formally retired from the District and are then reemployed with the District are not entitled to any additional sick leave payoff on subsequent retirement, except that sick leave eligibility accrued during the current, unbroken period of employment.

**15.15 Other Sick Leave Payoff:** All nurses with seven (7) years of service or more will be paid twenty-five percent (25%) of their accumulated sick leave up to a maximum of six hundred (600) hours upon separation from the District (including nurses subject to Article 17 Reduction in Force) unless the nurse is terminated "for cause." The rate of payoff will be twenty-five percent (25%) of the employee's base rate of pay during the last month of employment.

**15.16 Restriction of Cash Out Provisions for Retirement Calculation:** The parties mutually agree that cash out of unused accrued sick leave, compensatory time or any other claimed accumulation of unused time off, shall not be included in calculating the nurses' PERS II or PERS III retirement pension. All excess compensation as

defined by applicable State Law is deemed never to have existed for the purposes of the nurses' PERS II or PERS III pensions. The District and the Association recognize that the Department of Retirement Systems shall be notified of these payments, but they shall not be included in the calculation of the PERS II or PERS III nurses' final average compensation.

**15.16.1** Any unused accrued sick leave, up to a maximum of 192 hours for full-time nurses, or the pro-rated equivalent for part-time nurses, will be included in the calculation of the PERS I nurse's final average compensation. This provision is in accordance with, and governed by, the decision in BOWLES vs. Washington Department of Retirement Systems, a 1993 class action lawsuit.

**15.17 Inclement Weather Leave:** When the Health District Offices close due to inclement weather, nurses will receive paid leave equal to the hours of normally scheduled work missed due to office closure. Administrative Officer will notify the Directors that the office is closed. Each Director in turn will notify their supervisors who will then notify their staff that the District is closed. Nurses working in the field who cannot be reached by phone will be made whole for all hours worked after the District Office was closed. If inclement weather does not result in an office closure but does result in a nurse being unable to travel to work, the nurse may take paid leave from any of his/her available leave accounts, or may flex his/her schedule with supervisor approval. If the District officially closes due to weather conditions, an employee absent for vacation or illness on the same day(s) will not have the absence deducted from his/her vacation or sick leave accrual.

**15.18 Voluntary Employees' Benefit Association (VEBA) Medical Expense Plan (MEP) (Plan):** If the District decides to offer a VEBA MEP Benefit election option to retiring employees, WSNA members will be considered as one employee group for election purposes. The Association will be given written notification of the District's interest in implementing this Plan. The Association shall respond, in writing, within 15 working days of its receipt of notice from the District. The Association will give written notification of its willingness to allow a VEBA MEP election to be offered to its members.

## **ARTICLE XVI – VACATION**

**16.1 Approval and Posting:** Management shall review, decide (approve or disapprove) and post requests for vacation. Posted vacation shall be readily visible to all nurses within a Program, either in an online format or physically posted in an area where all nurses within a particular Program have ready access.

**16.2 Use:** Subsequent to six (6) months of continuous service, vacation time, in portions of not less than fifteen (15) minutes, will be granted at the times requested by the nurse and mutually agreed upon between him/her and the District. If the nature of work makes it necessary to limit the number of nurses on vacation at the same time, the nurse with the greatest amount of seniority shall be given his/her choice of vacation leave. However, once vacation is approved and posted there can be no changes unless by the mutual agreement of the nurses involved and their management.

**16.3 Accumulation:** Vacation may be accumulated to a total of thirty (30) working days (two hundred forty (240) hours). Any vacation leave accumulated beyond these limits on the last day of the calendar year or at the time of retirement or termination/resignation will be forfeited.

Exception to the annual maximum accrual may be made under the following circumstance: Vacation accumulation extensions shall only be considered when the employee has been unable to utilize his/her vacation time accrual due to extenuating business circumstances. Extensions must be made in writing and require approval from the Division Director and Human Resources.

If a nurse's written request for vacation leave is denied by the District, the maximum of two hundred forty (240) hours accrual shall be extended for each month that the vacation leave is denied. For example, if a nurse requested and was denied vacation in October, the nurse could carry over the maximum for one month into the new calendar year.

Whenever a Program Manager or Director denies a nurse's vacation request, the nurse will be provided with an electronic or a written copy of the vacation denial within five working days of the vacation request denial. It is the nurse's responsibility to provide Human Resources with an electronic or a written copy of the vacation denial. In addition, the Director will provide a summary of all vacation denials to Human Resources and Payroll by January 15 of each year.

There are no exceptions to the maximum vacation accrual of 240 hours at retirement or termination/resignation.

**16.4 Work During Vacation Period:** Any nurse who is called into work while on vacation leave shall be paid for all hours worked during that vacation period at the rate of time and one-half (1-½) the nurse's rate of pay. Provided, that no nurse shall be required to come into work while on vacation leave.

**16.4.1** The vacation time that was not used as a result of the nurse's call-in hours will be returned to the nurse's vacation accrual bank.

**16.5 Involuntary Separation:** Any nurse who is laid off, discharged, or otherwise separated from the service of the District prior to taking his/her vacation, shall be compensated in cash for the unused portion of his/her accrued vacation leave at the time of separation.

**16.6 Terminal Vacation Pay:** Any nurse who is terminated by the District or voluntarily resigns their position shall be paid his/her straight time rate for all credited hours of unused vacation time to a maximum of 240 hours upon his/her termination. A nurse whose service terminated before six (6) months of continuous employment is not eligible for payment for any accumulated vacation credit.

**16.7 Vacation Accrual Rates: (effective January 1, 2017)**

<u>Years of Continuous Employment</u>	<u>Hours Per Month</u>
0 - 1	8.00
1 - 2	9.00
3 - 5	10.00
6 - 9	11.00
10	12.00
11 - 12	13.00
13 - 14	14.00
15 - 17	15.00
18 - 20	16.00
21 - 25	17.00
26+	18.00

**16.7.1 Newly Hired Nurses:** Newly hired nurses will begin accruing vacation hours at their time of hire. However, they will not be permitted to utilize vacation hours during their probation period. Nurses hired on or before the fifteenth day of a month will be given full accrual credit for that month. Nurses hired on or after the sixteenth day of a month will begin accruing vacation hours the following month.

**16.8 Vacation/Part-Time Nurses:** Regular part-time nurses shall accrue vacation at a pro-rata rate rounded to the nearest  $\frac{1}{4}$  hour, based upon the percentage of hours they are scheduled to work each week. For example, a nurse scheduled to work sixteen (16) hours each week is a 40% employee (16 hours worked divided by 40 hours in a full-time work week = 40%). Therefore, the nurse would earn 40% of the monthly accrual. Vacation is accrued on the last workday of the month and may be used beginning with the first work day of the month after it is earned. Payment, carry over, or reinstatement of vacation credit earned during periods of employment less than six (6) months duration shall not be granted.

**16.9 Vacation/Previous Employment Authorization:** The District may authorize vacation eligibility rate credit and/or accumulated sick leave credit to a new nurse (except for temporary periods of employment) for any or all of his/her accumulated service as a State employee or as a nurse of one or more health departments within the State of Washington. Proof of any such service shall be required of the new nurse, and authorization for any such credit shall be in writing and placed in the nurse's local personnel file. No nurse shall be authorized any actual days of vacation eligibility except those which he/she earns in his/her present agency of employment. No amount of reinstated sick leave eligibility shall be payable within the first six (6) months of unbroken service following reemployment.

**16.9.1** A nurse being re-employed with the Spokane Regional Health District, shall be granted the monthly accrual rate that he/she was earning at the end of the nurse's previous period of employment, provided that:

**16.9.1.1** The previous period of unbroken employment exceeded six (6) months; and

**16.9.1.2** The end of that previous period was within twenty-four (24) months of the current re-employment date.

**16.9.2** Earned vacation hours shall not be payable within the first six (6) months of unbroken service following re-employment.

**16.9.3** Vacation accrual increases shall be based on the nurse's re-employment anniversary date pursuant to sections 16.8.1 through 16.8.2 above.

## **ARTICLE XVII – REDUCTION IN FORCE**

**17.1 Order of Reduction in Force Within Classification:** A reduction in force (RIF) occurs when any single position within a classification is eliminated or the FTE is reduced below 0.5 FTE. If the District determines that a RIF is necessary for any reason, it shall identify the specific program from which the reduction in force will occur. From within the program identified, nurses in a single job classification shall be RIF'd in the inverse order of their seniority in the District. The following distinct single job classifications are included in the bargaining unit:

1. Nurse Practitioner
2. Public Health Nurse III
3. Public Health Nurse II
4. Public Health Nurse I
5. LPN

No RIF or reduction to lower classifications shall be executed so long as there are temporary or probationary nurses serving within the affected classifications.

**17.2 Notice of Reduction in Force/Bumping Rights:** Nurses subject to RIF shall be given written notice at least thirty days calendar days prior to the RIF. The Health District shall also give written notice of all RIFs to WSNA at least thirty calendar days prior to the RIF. Nurses subject to RIF the least senior nurses who are included in the low seniority roster who may be bumped out of their positions, and the Local Unit Chairperson, shall be given simultaneous notice of the RIF and bumping rights (if any).

If the nurse who is subject to RIF is not at work or is unavailable on the day that notice is being given, his/her notice will be sent to his/her last known address by certified mail. The postmark date will be considered the notification date. All other notices will be delivered in person to bargaining unit nurses and by USPS mail delivery to the Local Unit Chairperson.

In the written notice of RIF, the District will identify positions for which the nurse is qualified that are occupied by the least senior nurses. In evaluating a nurse's qualifications, the District shall review each nurse's certifications, experience, and the desired qualifications as described in the position description and determine if the nurse is qualified to perform the job duties of a position within a reasonable time frame, not to exceed 90 calendar days.

The nurse shall, within 5 working days of receipt of notice of RIF and options, or receipt of position description as provided in Section 17.3 below, deliver to the Office of Human Resource Services his/her written response identifying the priority of options selected.

**17.2.1 Bumping into lower classifications:** If a nurse is unable to retain a position within the nurse's current classification as provided above, the nurse may bump into the position of the least senior nurse in a lower classification for which the nurse is qualified to perform the job duties within the position within a reasonable time frame, typically not to exceed one month (30 calendar days).

**17.3 Request for Position Description:** Upon receipt of notice of options in lieu of RIF, a nurse may immediately request in writing (no more than five (5) working days after the notice of options is received) a copy of the position description for vacant position(s), if any, and less senior position(s) which were not offered for which he/she believes he/she is qualified.

**17.4 Job Protection – Reduction In Force:** By seniority, nurses whose positions have been eliminated during a RIF may select a position from a Low Seniority Roster made up of the four (4) least senior positions within the affected classification, plus an additional position for each position identified for RIF. For example, if two PHN positions are identified for RIF, the Low Seniority Roster would be made up of the six (6) least senior PHN positions in the District.

The most senior nurse subject to RIF may select any position from the Low Seniority Roster for which s/he is qualified. If feasible and approved by District management, a nurse may be allowed to combine positions on the Low Seniority Roster in order to maintain the nurse's pre-RIF FTE. Other affected nurses, by seniority, will select from the remaining positions on the Low Seniority Roster.

A nurse who is either "bumped" from the Low Seniority Roster or is already on the Low Seniority Roster when the nurse's position is identified for RIF, will have only the option of selecting the least senior nurse's position to avoid RIF.

**17.4.1 Low Seniority Roster Exception:** No more than one (1) NFP position may be bumped within the federal funding year (October 1 through September 30).

**17.4.2 Other Funded Positions:** Nurses who are subject to a reduction in force will be eligible to internally compete for other non-WSNA vacant, funded positions that are available and not being filled by members of the other bargaining unit(s) or non-represented staff in accordance with their contract/policy language. This will occur prior to the District externally recruiting to fill those openings. Transfer to a non-WSNA position in lieu of reduction in force will not affect the nurse's recall rights under this article.

**17.5 Benefit Maintenance:** The District will provide one additional month of dental insurance coverage and a monetary amount equal to what it would cost for COBRA medical coverage for one month for all nurse's whose positions are eliminated.

**17.6 Return from Reduction in Force:** For the two (2) year recall period, the names of all eligible regular nurses, who were subject to a RIF or who chose to displace a nurse in a lower classification in lieu of RIF, shall be placed in order of seniority on the re-employment list for the classification from which the RIF took place. Such nurses shall also be placed at the top of the eligible list for the classification in order of seniority and, if no eligible list exists, the name of affected nurses shall constitute an eligible list.

**17.7 Return to Classification:** When a vacancy occurs, current nurses will be given equal status with RIF'd nurses to fill vacancies per Article 8.5. Additionally, current nurses and RIF'd nurses will not be held to a higher standard than outside applicants. Once candidates have been chosen, the nurse that has been RIF'd will be offered the remaining vacant position, if s/he was not successful in obtaining the initial vacancy. Nurses shall be entitled to return or be recalled in the inverse order of which they were RIF'd or bumped. Recall rights shall be limited to two (2) years from the date of RIF or bumping.

**17.8 Recalled Nurses Not to Repeat Probation:** Nurses who had acquired regular status prior to RIF will not undergo another probation period on reappointment to the same or lower class than that in which they held regular status.

**17.9 Right of a Nurse to Reinstatement after RIF:** All nurses may have right to refuse reinstatement once during the 24 month recall period with-out loss of reinstatement rights. Upon a refusal, management proceeds to the next person on the list. In this case, notice must be provided to Human Resources within 5 working days following receipt of the Reinstatement Notice.

The right of a nurse to reinstatement after RIF is terminated by:

- (1) His/her second refusal to accept reappointment to the first vacant regular nurse position that is within .2 FTE and is in the highest classification most recently held prior to RIF; or
- (2) The passage of twenty-four (24) months since the last day of service; or
- (3) The lack of response when the nurse does not respond to the written offer within ten (10) working days (considered a refusal).

**17.9.1 Project Position:** A nurse who refuses recall to a project position shall not have his/her recall rights terminated.

**17.9.2 Notification of Recall Rights:** All recall offers will be made in writing and sent to the nurse's last known address via certified mail.

## **ARTICLE XVIII – REDUCTION IN HOURS**

**18.1 Definition:** A reduction in hours is the elimination of any part of a nurses FTE.

**18.2 Involuntary Reduction in Hours:** A District initiated temporary or regular reduction in hours for any individual position that does not result in the total elimination of that position's FTE, is considered an involuntary reduction in hours.

**18.2.1 Order of Reduction:** When a reduction in hours is deemed necessary, the hours will be reduced by program in inverse order of seniority by classification. If an entire position is eliminated, it will be considered a reduction in force and governed by Article 17 of this Agreement.

**18.2.2 Notice:** A nurse whose FTE is being involuntarily reduced will receive a minimum of 20 calendar days written notice of such change. If the nurse whose hours are being reduced is not at work or is unavailable on the day that notice is being given, his/her notice will be sent to his/her last known address by certified mail. The postmark date will be considered the notification date. All other notices will be delivered in person to bargaining unit nurses and by USPS mail delivery to the Local Unit Chairperson.



**18.2.3 Benefit Maintenance:** The District will maintain the nurse's former medical and dental premium payment levels for a period of one additional month following the effective date of the reduction.

**18.2.4 Funding Restoration:** If additional funding becomes available within that nurse's program, he/she will have the opportunity to increase his/her FTE to his/her previous level prior to the creation of new positions or offer of additional hours to non-affected nurses within that program. If more than one nurse in a program has had a reduction in hours, the offer of additional hours will be based on seniority.

**18.3 Voluntary Reduction/Increase in Hours:** A nurse may request to voluntarily increase or decrease his/her hours (FTE). All requests for voluntary FTE changes will be evaluated by the Program Manager, to review program needs and funding. If approved, a designated time frame will be established based on program needs and funding, and the nurse will be informed in writing of the end date for the voluntary increase/decrease. In some cases, there may not be a known end date, and the voluntary increase/decrease in hours will be considered regular with no anticipated end date to the change. Depending upon the timeframe, the FTE change may be considered regular (over 90 days) or temporary (90 days or less) for the purpose of benefits calculation. When there is an anticipated end date, the nurse will return to his/her previous FTE on that date, unless mutually agreed otherwise, and it will be considered a voluntary change in hours.

If a nurse voluntarily reduces his/her FTE, the nurse will be given the first opportunity (before posting) within his/her assigned program and classification to bring his/her FTE up to the nurse's previous FTE (prior to his/her voluntary reduction of FTE) except for (1) and (2) below:

(1) If another nurse's hours in the identified program have been involuntarily reduced, that nurse will have the first opportunity to increase his/her FTE up to his/her prior FTE.

(2) If funding becomes available to create additional positions or hours, nurses will be offered additional hours to bring them back up to their previous FTE, provided that doing so would not prevent the Employer from creating benefited positions.

## **ARTICLE XIX – GRIEVANCE PROCEDURE**

**19.1 Definition:** A grievance which may arise between the parties, is defined as an alleged breach or misapplication of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be resolved informally, when possible, and at the first level of supervision.

**19.2 Time Limitations:** The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed to in writing.

**19.3 Resolutions to be Reduced to Writing:** Any grievance settled at any of the following steps, shall be reduced to writing, signed by the District, nurse, and Association and shall be final and binding.

**19.4 Access to Personnel Records:** Whenever the investigation of a grievance requires the inspection of personnel records, the District shall make available to the Association representative or his/her designee such records authorized in writing by the affected nurse.

**19.5 Grievance Steps:** Where grievances have not been resolved to the satisfaction of concerned parties, the following procedures shall apply:

**19.5.1 Step 1 Employee's Program Manager:** Within ten (10) working days after the occurrence, or knowledge of the occurrence, situation, condition or action giving rise to the alleged grievance, the nurse and Association representative(s) or designee will present the grievance to Human Resources. The form that initiates Step One shall indicate the following: that step one of the grievance procedure is being initiated, the nature of the grievance and the circumstances out of which it arose, and the remedy being sought. The nurse, Association representative(s) and/or or designee, Human Resources Representative and Program Manager shall meet and discuss the issues. The Program Manager shall provide a written decision to the Association representative, the nurse, and Human Resources within five working days of the Step One meeting.

**19.5.2 Step 2 Division Director:** If the Program Manager issues a written denial with regard to any issue, and the nurse chooses to pursue the grievance, an Association Representative or designee will transmit the grievance form advancing the grievance to Step 2. The grievance form will be transmitted to Human Resources within ten (10) working days following receipt of the written denial by the Program Manager. The Association representative shall provide any additional information regarding the alleged grievance and shall state the remedy being sought. Within ten working days of the Association advancing the grievance to Step 2, the Association Representative and/or designee, the Human Resources Representative and the Division Director shall meet and discuss the issues. The Division Director shall provide a written decision to the Association Representative and the nurse within five working days of the Step 2 meeting.

If the nurse reports directly to the Director, the grievance procedure shall begin at Step 2.

**19.5.3 Step 3 Administrative Officer:** If the grievance does not resolve at Step 2, a copy of the grievance shall be submitted to the District Administrative Officer or his/her designee within ten (10) working days of receiving the response at Step 2. If either the Association or the Administrative Officer desires to have a meeting to discuss the grievance, such party shall notify the other party and a meeting shall be held within fifteen (15) working days of the Association submitting the grievance to the Administrative Officer. The Administrative Officer will submit a written response to the grievant, copied to the Association/Nurse Representative, Division Director, and Human Resource Manager within 10 working days after the conclusion of the scheduled meeting. In the event the Association and the Administrative Officer agree that no meeting shall be held, the Administrative Officer will submit a written response to the grievant, copied to the Association/Nurse Representative within 20 days of receipt at step 3 of the grievance.

**19.5.4 Step 4 Arbitration:** A grievance not resolved under Step 3, may within ten (10) working days of the conclusion of Step 3, be forwarded for settlement under arbitration, as outlined below:

**19.5.4.1** The parties shall attempt to select an impartial arbitrator by mutual agreement; or,

**19.5.4.2** If the parties cannot accomplish selection, as described above, within fourteen (14) working days, then the Federal Mediation Conciliation Service (FMCS) will be asked to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator.

Both the District and the Association shall have the right to strike three (3) 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.

**19.5.4.3 Arbitrator's Role:** 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 follow 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. Any decision by the Arbitrator shall be final and binding upon both parties.

**19.5.4.4 Arbitration Costs:** The expenses and fees of the arbitrator and the cost (if any) of the hearing room shall be shared equally by the parties.

Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses and any fees. The aggrieved party will be granted time off without loss of pay for the purposes of attending mediation and/or arbitration.

**19.5.5 Group Grievance:** Any common grievance involving two (2) or more nurses which has the same factual basis may be submitted at the Step 1 level, provided that the grievance is submitted within ten (10) working days of the occurrence, or knowledge of the occurrence, situation, condition or action giving rise to the alleged grievance.

## **ARTICLE XX – DISCIPLINE AND DISCHARGE**

**20.1 Progressive Discipline:** Nurses who have successfully completed their probationary period shall not be disciplined or discharged without just cause. The parties agree that progressive and escalating levels of discipline are preferable to allow a nurse proper notice of misconduct and the opportunity to improve performance and to allow the District to document prior disciplinary matters.

In all instances where discipline is initiated by the District, The District will make clear to the nurse the specific step of the process being conducted.

**20.2 Right to Presence of Representative:** In matters of discipline or potential discipline including investigative discussions, counseling, warnings, reprimand, suspension and termination, the nurse shall be given the right to have an Association representative or Local Unit Representative present. In cases of discharge or suspension, the nurse shall have the right to a pre-determination hearing at which time he/she shall be presented with the facts of the charges against him/her. The nurse shall have the right to respond to said charges.

**20.3 Discipline:** Discipline is the responsibility of management. Disciplinary actions or measures may include but are not restricted to the following:

### **20.3.1 Verbal Counseling;**

**20.3.2** Written Performance Improvement Plan and/or Written reprimand

**20.3.3** Suspension (notice to be given in writing with reasons within one (1) workday of the action).

**20.3.4** Discharge (notice to be given in writing with reasons within one (1) workday of the action).

**20.3.5** If District determines the nurse must be suspended immediately to ensure public or employee safety, the nurse shall be placed on paid administrative leave pending the outcome of an investigation, to determine the level of appropriate discipline, if any.

Any disciplinary action or measure upon a regular nurse may be processed as a grievance through the regular grievance procedure.

**20.4 Discharge:** The District shall not discharge any nurse without just cause. The nurse and the Association will be notified in writing that a nurse has been suspended and/or discharged.

**20.5 Pre-Determination Meeting:** In cases where suspension, demotion or termination is being contemplated by the District, a pre-determination meeting will be scheduled to give the nurse an opportunity to make his/her case before the final decision is made. The nurse has the right to be represented by the Association and/or his/her Local Unit Nurse Representative at the pre-determination meeting. Prior to such a meeting absent extraordinary circumstances (e.g. theft; workplace violence), the District shall give written notice of the charges against the nurse not less than five (5) days prior to the pre-determination meeting.

**20.6 Reinstatement for Wrongful Discharge:** Any nurse found to be unjustly suspended or discharged will, at the nurse's option, be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.

**20.7 Probationary Nurses Employed At Will:** Probationary nurses may be disciplined or discharged without a right of appeal.

## **ARTICLE XXI – NON-DISCRIMINATION**

**21.1 Parties not to Discriminate:** The District and the Association agree that they will not unlawfully discriminate against any nurse by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the District.

**21.2 Complaints of Discrimination:** Complaints or charges under this Article shall be pursued through appropriate equal employment opportunity agencies of the Federal, County, City or State, or through the contract grievance procedures.

## **ARTICLE XXII – SAVINGS CLAUSE**

**22.1 Severability:** Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portions directly specified in the

decision; upon issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated portion of the Agreement.

### ARTICLE XXIII – ENTIRE AGREEMENT

**23.1 Modifications to Be In Writing:** The Agreement expressed herein constitutes the entire Agreement between the parties, and no agreement, whether oral or in writing, nor any representation heretofore or hereafter made by either party to this Agreement, shall add to, delete from, or supersede any of its provisions, unless made in writing and executed by the parties hereto as a supplement to this Agreement.

**23.2 Exclusivity of Agreement:** The employment relationship between the District and bargaining unit employees is governed by this Agreement and the Spokane Regional Health District policies. Any changes to this agreement and/or mandatory subjects of bargaining (wages, hours and working conditions) must be negotiated with the Association. In the event there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Spokane Regional Health District policies, the terms of this Agreement, insofar as they are applied to bargaining unit nurses, shall prevail. If the District is proposing to change any personnel policies, the proposals and the implementation date will be given to the local unit chair and the Association Nursing Representative.

### ARTICLE XXIV – STRIKES AND LOCKOUTS

**24.1 Lockouts:** No lockouts of nurses shall be instituted by the District during the term of this Agreement.

**24.2 Strikes:** No nurse shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Association agrees that it will not cause or condone any strikes, slowdown or other interference with the normal operation of the District during the terms of this Agreement. Nothing herein shall be construed as preventing the nurses from peacefully picketing the District when not scheduled to work.

### ARTICLE XXV – TERM OF AGREEMENT

**25.1 Effective Upon Execution:** This Agreement shall become effective on October 1, 2018 and shall remain in full force and effect until September 30, 2020, unless extended (in writing) by both parties by mutual agreement prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20<sup>th</sup> day of August, 2019.

**Spokane Regional Health District**

By: Beth Kennar

Beth Kennar, SRHD Chief Spokesperson

Date: 08/07/2019

**Washington State Nurses Association**

By: Michael A. Sanderson (on behalf of Mike)  
Nurse Rn

Michael A. Sanderson, WSNA Chief Spokesperson

Date: 8/14/19

By: Raymond T. Byrne

Ray Byrne, Interim Administrator

Date: 8/12/19

By: Jaclyn Perkins

Jaclyn Perkins, WSNA Nurse Representative

Date: 8/14/19

By: Sheila Masteller

Sheila Masteller, Division Director

Date: 8/13/19

By: Melissa Charbonneau

Melissa Charbonneau, RN, Treasurer

Date: 8-12-19

By: Sue Winters

Sue Winters, Human Resource Manager

Date: 8-20-19

By: A. Cross

Amy Cross, RN

Date: 8-13-19

By: Debbie Blair

Debbie Blair, Human Resource Specialist

Date: 8/12/19

By: D. Taylor, RN

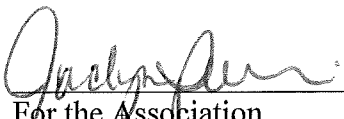
Deborah Taylor, RN


Date: 8-13-19

## MOU – OPIOD TREATMENT PROGRAM

The District and the Association recognize that having nurses transport drugs to and from the jail presents safety concerns. To address these concerns, the District shall provide nurses transporting drugs to and from the jail with the following options:

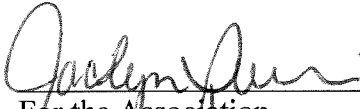
- 1. Walking.** The District shall provide an escort to accompany the nurse transporting drugs to and from the jail.
- 2. Driving.** The District shall provide an escort to accompany the nurse transporting drugs to and from the jail. The District shall provide secure parking arrangements within the jail facilities. The District will allow the nurse transporting the drugs, or the escort, to park temporarily in the District's basement parking garage while the nurse retrieves and returns drugs. If the nurse drives to transport the drugs, the District will take into account the additional time it may take when assigning the nurse's workload for the day.

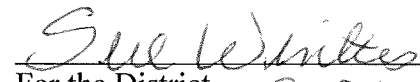
  
For the Association  
Nurse Rep  
8/14/19

  
For the District  
8-20-19

## MOU – PUBLIC RECORDS REQUESTS AND PRIVACY

SRHD will notify the Association of public records requests for information received by SRHD that relate to the WSNA bargaining unit as a whole within five (5) business days of receiving such a request. The Association has ten (10) calendar days following notification from the District to provide the District with a copy of a court order enjoining the disclosure of the records.

 *Jacquelyn Fur*  
For the Association  
8/14/19

 *Sue Winters*  
For the District  
8-20-19



## MOU – DIRECT DEPOSIT OF PAY CHECKS


All nurses who currently receive paychecks via direct deposit shall continue to use direct deposit. All nurses hired after the date of this Agreement, shall receive paychecks via direct deposit.


*Amber Ann* 8/14/19  
For the Association Nurse Rep

*Sue Winters*  
For the District 8-20-19

## MOU – WELLNESS DAY

Employees who have earned a Wellness Day in 2018 may take a personal wellness day in 2019. If the District provides any additional benefit to any non-represented employee related to the discontinuation of the Wellness Day, the District shall make the same benefit available to all bargaining unit employees.

  
For the Association  
Nurse Rep  
8/14/19

  
For the District  
8-20-19

**Spokane Regional Health District - Employee Driver's Acknowledgement Form**

**When driving for work-related business I acknowledge that I understand and will abide by the following requirements:**

**Driver's License:**

- I understand that I must maintain a current valid driver's license.
- I understand that I am required to inform my direct supervisor of any changes in my driving status, specifically a suspension, cancellation or revocation of a license before the start of my next scheduled day of work during which I would use my personal vehicle.

**Accidents:**

- I understand that if I am involved in a vehicle accident while on work related business that I must report it to my immediate (or available) supervisor and the Human Resources office as soon as practical after the accident.
- Based on Washington State Law, I understand that my personal insurance is primary in the event of an accident while on work-related business.

**General:**

- I understand that I must maintain current liability insurance at the state required minimum.
- I understand that I will be responsible to pay for any driving or parking citation while conducting business for the Spokane Regional Health District.

Last Name (Print) \_\_\_\_\_ First \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Auto Insurance Provider \_\_\_\_\_ Expiration Date \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

SUPERVISOR SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

**Tips for Safe Driving**

- Wear a seatbelt (both driver and passengers)
- Don't text and drive
- Use a hands-free mode if you must talk on your cell phone
- Don't drive impaired (sleep deprived, under the influence of drugs (including prescription drugs) or alcohol)
- Maintain your vehicle in a safe operating condition

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WASHINGTON STATE NURSES ASSOCIATION  
AND  
SPOKANE REGIONAL HEALTH DISTRICT**

The Washington State Nurses Association (“WSNA” or “Association”) and the Spokane Regional Health District (“The District” or “Employer”) (collectively, the “parties”) hereby agree to the following:

**Spokane Regional Health District - Sex Trafficking and Buying Sexual Services Policy**

---

**Purpose:**

Spokane Regional Health District (SRHD) is committed to equity and social justice, which includes demonstrating the value of basic human life. Knowing that people, particularly women and girls of color, are the victims of human trafficking, SRHD’s commitment includes standing against sexual exploitation, including sex trafficking and buying sex. Sex trafficking and buying sex creates a greater demand for human trafficking victims and results in an increase in the number of children and young people trafficked into commercial sex slavery. This policy has been developed to reinforce SRHD’s existing policies and rules regarding employee conduct and, to support SRHD’s overall commitment to ending human trafficking.

**Policy:**

SRHD is ultimately measured by the conduct of those who work on its behalf. For that reason, SRHD’s policies and practices already require its employees to demonstrate the highest standards of ethics and personal integrity. Employees are prohibited from using SRHD time, resources, equipment or property/facilities to engage in severe forms of trafficking in persons or a commercial sex act.

**Definitions:**

- **Commercial Sex Act:** The term "commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- **Severe forms of trafficking in persons.** The term “severe forms of trafficking in persons” means –
  - (A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (B) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- **Coercion:** The term "coercion" means-
  - (A) threats of serious harm to or physical restraint against any person;
  - (B) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
  - (C) the abuse or threatened abuse of the legal process.

**Guidelines:**

Employees are prohibited from using SRHD work time, resources, equipment or property/facilities to:

1. Engage in severe forms of trafficking in persons
2. Procure a commercial sex act.

**Procedures for Notice:**

1. SRHD will inform employees about this policy by posting it online at:

<http://intranet/divs/admin/hr/HR%20Documents/Forms/All%20HR%20Documents.aspx>

2. SRHD will incorporate training on this value and on this policy in New Employee Orientation.

**Spokane Regional Health District**

By: Beth Kennar  
Beth Kennar, SRHD Chief Spokesperson  
Date: 08/07/2019

By: Ray Byrne  
Ray Byrne, Interim Administrator  
Date: 8/12/19

By: Sheila Masteller  
Sheila Masteller, Division Director  
Date: 8/13/19

By: Sue Winters  
Sue Winters, Human Resource Manager  
Date: 8-20-19

By: Debbie Blair  
Debbie Blair, Human Resource Specialist  
Date: 8/12/19

**Washington State Nurses Association**

By: Jaclyn Perkins (on behalf of Mike Sanderson)  
Michael A. Sanderson, WSNA Chief Spokesperson  
Date: 8/14/19

By: Jaclyn Perkins  
Jaclyn Perkins, WSNA Nurse Representative  
Date: 8/14/19

By: Melissa Charbonneau  
Melissa Charbonneau, RN, Treasurer  
Date: 8-12-19

By: A. Cross  
Amy Cross, RN  
Date: 8-13-19

By: Deborah Taylor, RN  
Deborah Taylor, RN  
Date: 8-13-19

## APPENDIX A

### TRAVEL POLICY

SRHD Policy No. 300.5

Effective January 1, 2008; Revised 2019

#### 1 INTRODUCTION

The Spokane Regional Health District (District) recognizes that out-of-town travel and related business expenses are an integral and necessary cost of local public health. Travel costs should be included in the current budget or be reimbursed by a grantor or District partner. Travel must provide essential training, meet leadership responsibilities or be required by a grant.

#### 2 PURPOSE

This policy is in place to ensure the procurement of travel by SRHD is reasonable and properly documented. It is intended to establish and maintain effective controls over travel-related expenses and provide a consistent process by informing employees of the authorized purchasing of services through SRHD and in consistency with Uniform Guidance: 2 CFR 200.

This policy will cover all business travel expenses and incorporate by reference the following policy:

- a. Credit Cards

#### 3 SCOPE

This policy is applicable to business travel for all SRHD employees, volunteers, and Board of Health members; who shall be referred to as travelers for the purpose of this policy. This may also apply to:

- a. Non-employees when accompanying an SRHD employee and authorized by the Chief Administrative Officer (CAO) or designee.
- b. Contractors when the contracted scope of work requires travel and the travel is arranged and paid, in part or full, by SRHD.

This policy establishes guidelines for transportation, lodging, meals, and miscellaneous expenses that may be incurred while on business travel status. This policy also establishes guidelines for the approval of travel and the use of advances and credit cards for business travel purposes.

#### 4 POLICY

##### 4.1 Travel Requests

- a. Pre-Authorization is not required for local travel (within Spokane County)
- b. Travel authorization must be approved prior to travel and is necessary to document:
  - i. Travel profile
  - ii. Travel cost estimate
  - iii. Advance request(s)
  - iv. Authorization of pre-travel estimate
  - v. Authorization to travel
    - 1. Personal/leisure time may be included in the authorization. All cost variance associated with this additional time will be the responsibility of the employee.
- c. Post-travel and settlement must be approved within five working days of the travel end date and is necessary to document:
  - i. Actual cost

- ii. Receipts
- iii. Authorization of final travel expenses

## **4.2 Travel Advance**

- a. Finance will disburse advance travel funds to employees traveling on official business.
  - i. Requests are made only on the travel authorization form and must be approved.
  - ii. Requests must be approved at least five working days prior to the travel.
  - iii. Disbursement will be based on availability of funds.

## **4.3 Credit Cards**

- a. Agency credit card use for business travel expenses may be required under the following circumstances:
  - i. Request and payment for ride-sharing, emergency shelter, and any travel-related expenses, usual or unusual, not covered through a pre-existing business payment arrangement or agreement.
  - ii. Purchase of airline tickets, shuttles, and registrations, or to reserve lodging or rental cars, per the current Credit Card policy.
  - iii. In some cases, hotels may require payment for the first night of stay at the time of booking and must be approved by the Chief Administrative Officer or designee.
- b. Agency credit card use for personal expenses are prohibited and any personal use may lead to disciplinary action.

## **4.4 Mileage Reimbursement Rate**

- a. Private vehicle transportation use related to District employment, not to include commuting, is reimbursable per mile.
  - i. Rate established by the Internal Revenue Service
  - ii. Rate shall be effective upon date of adjustment implementation.

## **4.5 Travel Time & Mileage – Conditions of Payment**

- a. The employee will be eligible for time and mileage for all travel to District Offices or field sites occurring after the first stop of the day, or prior to the last stop of the day. During any travel, time spent eating, or other non-break rest periods or personal time used by employee is not compensable time.
- b. **Local Travel (In county):**
  - i. An employee who travels from home before his/her regular work day and returns to his/her home after the end of the workday is engaged in ordinary home to work travel which is normal incident of employment. This is true whether the employee works at a fixed location or at different District Offices or field sites on different days. Normal commute time and mileage between home and work are not compensated.
  - ii. However, when an employee is required to begin or end the work day with travel to/from a field site whose distance is greater than the employee's normal commute route (most direct and/or efficient route) to their SRHD office, the employee shall be eligible for both time and mileage for the additional miles traveled.

- iii. If the employee is required by management to begin their day at a District office, both time and mileage from the District office to the field site or other District offices will be compensable.
- iv. Exception: Any employee subject to emergency call back shall be compensated for all travel time and miles regardless of being called into his/her primary or alternate work site. Travel time will be included in the 2- hour call in minimum.
- v. Exception: WIC staff are expected to report to multiple work sites as Defined in “a.” However, WIC staff who are required to travel to/from a location greater than 10 miles from the College Avenue building at the beginning or end of their work day shall be eligible for both time and mileage for the portion of their commute that is greater than 10 miles from their home. However, the maximum allowed mileage/time that shall be paid is 12 one-way miles.

**b. Day Trip (Out of County)/ Overnight Trip:**

- i. When an employee must travel for work outside of Spokane County, such travel will be considered compensable work time, as defined below:
  - 1. Time spent commuting between his/her home to the first stop of the day within Spokane County, including the employee’s primary work site, designated meeting location, airport, train station, etc. will not be compensable time. However, if the first stop of the day within Spokane County is a greater distance than the employee’s normal commute to their District office; both time and mileage will be paid for the additional distance.
  - 2. Time spent commuting between his/her final stop of the day within Spokane County, including the airport, train station, primary work site, designated meeting location, etc., to the employee’s home will not be compensable time. However, if the final stop of the day within Spokane County is greater distance than the employee’s normal commute to their District office; both time and mileage will be paid for the additional distance.
- ii. If an employee is offered public transportation but requests permission to drive his/her car instead, the District will only compensate the employee for the hours spent driving the car, up to the amount of time the same travel would normally take via the public transportation mode.
- iii. Wait time when using air travel (e.g. time in airport terminals prior to a flight), will be compensable based on current FAA/TSA guidelines/recommendations for pre-arrival time. Wait time due to flight delays will be compensable time.

**4.6 Transportation**

- a. SRHD and/or district approved travel agency are responsible for the purchase of transportation and shall assure that the most practical and economical mode of transportation is selected.
  - i. Airline
    - 1. A higher cost alternative to shorten the duration of the trip will be considered on a case-by-case basis and may be authorized when the lower cost will create a considerable delay or lengthy itinerary.
    - 2. Wait time when using air travel (including flight delays), will be considered work time based on current Federal Aviation Administration (FAA)/Transportation Security Association (TSA) guidelines/recommendations for pre-arrival time.
    - 3. Airline incentives are retained by the traveler.
    - 4. Division Directors can approve weekend stays if it results in no additional cost to the



- Agency, or when employees are willing to pay additional costs.
- ii. Rental Car
    - 1. When authorized to use a rental vehicle, use of established, participating vendors is preferred.
    - 2. SRHD driver's acknowledgment form must be on file.
    - 3. Rental car insurance should be declined.
    - 4. SRHD mailing address must be provided on the rental agreement at the time of rental pick-up for proper billing.
  - iii. Other Ground Transportation
    - 1. Traveler will be responsible for coordination of travel and payment of any fare. Receipts are required for all pre-pay, taxis, ferries and all other public transportation and parking over \$10 per occurrence.
    - 2. When pre-pay is required, the agency credit card may be used.
    - 3. An alternative should be considered when this option cannot guarantee required arrival/departure times and will create a considerable delay or late arrival.
  - iv. Privately-Owned Vehicle (POV)
    - 1. Should a POV be used when the approving authority has recommended another mode of transportation, reimbursement may be reduced to the cost of the authorized mode of transportation.
    - 2. SRHD driver's acknowledgment form must be current and on file.

#### **4.7 Lodging**

- a. SRHD and/or district approved travel agency are responsible for the purchase of lodging and shall assure that the most practical and economical rate is selected.
  - i. Lodging includes the room rate and applicable taxes.
    - 1. Room service (per diem), personal telephone calls or other personal miscellaneous charges are considered additional or excess costs.
  - ii. Tips given to baggage carriers or housekeepers are considered an incidental expense.
  - iii. The single occupancy rate will apply, unless room-sharing or the double occupancy rate is the same or less. Room sharing is not mandatory and is at the employee's option.
  - iv. The cost of lodging must be reasonable. Reasonableness will be based on the circumstances of each city or locality; such as safety, convenience, and availability. To ensure that lodging costs are reasonable, the following logic should be applied:
    - 1. If a government rate is available and a lower standard rate is not available.
    - 2. If a conference rate is available and a lower government rate is not available.

#### **4.8 Registration**

- a. Registration includes the tuition of attending a conference or training course.
  - i. If meals are provided as part of registration cost, per diem must be adjusted accordingly.
  - ii. An invoice or receipt must be submitted along with post-travel.

#### **4.9 Meals**

- a. Local

- i. The District does not pay for meals for local travel unless a meal is part of a local meeting and is covered in the registration or the meal is part of working meeting time.
  - ii. The IRS considers Per Diem as taxable income for local travel.
- b. Out-of-county travel
  - i. A “Meals and Incidental Expenses” (M&IE) per diem allowance will be paid for travel beginning at the employee’s primary work site, designated meeting location, airport, train station, etc. within Spokane county when the employee is on travel status over the designated meal times of:
    - 1) Breakfast 6:00 a.m.
    - 2) Lunch 12:00 noon
    - 3) Dinner 6:00 p.m.
  - ii. Per diem for meals includes taxes and tipping. No separate reimbursement is allowed.
  - iii. Reductions – The per diem allowance will be reduced for any meals provided through conference registration, seminars, or similar events.
  - iv. Airline snacks, continental breakfasts, and socials are not considered a deduction form per diem.

#### **4.10 Travel for Other Agencies**

- a. When traveling for another federal, state, or local government agency, the travel rules and reporting requirements vary according to how expenditures are paid:
  - i. Travel expenses paid directly or reimbursed by another agency will be reported on the travel authorization form.
  - ii. When reimbursement shall be issued directly to SRHD by another agency, allowable travel expenses will be paid by SRHD.

#### **4.11 Unallowable Expenses**

SRHD will not pay for or reimburse any expense for:

- a. alcoholic beverages
- b. accompanying spouses, and/or significant others
- c. fines or penalties
- d. personal entertainment

### **5 TRAINING**

Each division is currently responsible for training their staff who travel.

### **6 MONITORING**

Travel related expenses will be monitored by the Approving Authority and Finance. All documents are subject to periodic audit by both internal and external parties.

### **7 REVIEW/UPDATE**

Finance and Human resources will conduct an annual review to be completed June 30.

### **8 COMPLIANCE**

The basic tenant is that Spokane Regional Health District employees travelling for business should do so in a safe and secure manner while exercising discretion and judgement to ensure that costs are appropriate, necessary and managed in the most cost-effective manner.

## 9 APPENDICES

### 9.4 Definitions

**Approving Authority:** Identified as having signature authority, primary or secondary, to approve travel-related expenses for the specified program and/or traveler. (See Authorized Signatory List)

**Non-Employee:** An individual who is not employed by or paid as an employee of SRHD.

**Reasonable Cost:** By nature of cost and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. For further information, See 2 CFR 200.

**Local Travel:** Travel conducted within the boundaries of Spokane County.

**Day Trip:** Travel conducted outside of Spokane County with no overnight stay.

**Overnight Trip:** Travel conducted outside of Spokane County with overnight stay.

**Offices:** Buildings or office suites that are owned or leased by SRHD; or worksites located in the buildings or offices suites of community partners where the employee works out of that location as part of his/her regular or rotating work schedule.

**Field Sites:** Variable work locations, such as client homes, inspection sites, or other places of business. Field sites do not include SRHD business locations.



## APPENDIX B

# STAFF IMMUNIZATION OR PROOF OF IMMUNITY POLICY

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### PURPOSE

To establish requirements and recommendations for vaccinations/immunity for designated personnel within Spokane Regional Health District. It is an expectation of the District that staff be properly immunized (unless they have signed a statement of declination) against vaccine preventable diseases, which they may be exposed to in the course of their duties or for which they may potentially expose clients.

### APPLICABILITY

Designated District staff

### EMPLOYEE RISK CATEGORIES FOR IMMUNIZATION AND VACCINATION

Risk categories are based on employee classifications that may, as a result of their duties associated with the District, require direct contact with patients or clients and potential exposure to blood or other potentially infectious materials exposing them to infectious diseases. New programs at the District will be evaluated and placed into the appropriate category based on the criteria listed below (Category A or Category B).

**Category A:** Employees who provide direct patient or client care, including those who perform procedures that put them at risk of respiratory and blood/fluids exposure to communicable diseases.

- Community and Family Services – Nurse Family Partnership program manager, all public health nurses
- HIV/STD Program – program manager and all staff
- Maintenance – program manager and all staff including the Safety and Security Officer
- Needle Exchange - any primary or secondary staff, including volunteers, serving clients
- Opioid Treatment Program – medical director, administrative officer, program managers, and all staff, except administrative assistants and programmer analyst
- Tuberculosis Program – all staff
- WIC – staff who do hematocrits (certifiers, lead certifiers, dual certifier/assistant positions)

**Category B:** Employees who provide direct client interactions (face-to-face), including those who are at risk for exposure to respiratory diseases, but do not perform procedures that put them at risk for exposure to blood or bodily fluids.

- Environmental Public Health - field staff, and front desk staff
- Immunization Outreach - all staff supporting community clinics
- Infant Toddler Network - program manager and family resource coordinators
- Neighborhoods Matter - program manager and all staff
- Opioid Treatment Program - administrative assistants
- Vital Records/Financial Services - program manager and all staff
- WIC - program managers and all staff (other than those listed in category A above)
- SNAP-Ed – all staff
- Public Health Emergency Preparedness & Response (PHEPR) – program manager and all staff

### IMMUNIZATION AND PROOF OF IMMUNITY

Employees within designated risk categories who do not sign a declination form will obtain vaccinations or provide written medical verification of vaccinations and/or immune status as listed in Table A. Laboratory evidence of immunity

or medical health record evidence of disease history and vaccines administered serve as documented proof of disease immunity. No other documentation will be accepted, including self-reports of disease with the following exceptions:

If an employee was born before 1957, they will not need to show documentation for measles, mumps, or rubella; if born before 1980, no documentation is needed for varicella.

<b>Table 1 - Diseases: Vaccinations or Proof of Immunity</b>		
<b>Disease or Vaccine</b>	<b>Category A</b>	<b>Category B</b>
<b>MMR</b>	X	X
<b>Tdap</b>	X	X
<b>Varicella</b>	X	X
<b>Hep B</b>	X	Recommended, not required
<b>Influenza</b>	X	X <sup>1</sup>
<b>Table 2 - Recommended Vaccinations</b>		
<b>Influenza</b>	The vaccine will be offered to employees by SRHD at a reduced fee or no cost or can be obtained through their healthcare provider. <sup>2</sup>	
<b>Tetanus</b>	It is recommended that those employees at risk of injury and exposure to contaminated soil be vaccinated against tetanus every 10 years.	
<b>Hep B</b>	It is recommended that those employees serving as First Aid Responders for the agency be vaccinated against Hepatitis B.	

MMR=measles, mumps, rubella    Tdap= Tetanus, diphtheria, pertussis    Hep B=hepatitis B virus

### CONDITION OF EMPLOYMENT REQUIREMENTS

As a condition of employment, new hires must show written medical verification of vaccinations or proof of immune status for the following diseases at the time of hire if the position they are filling requires category A or B immunizations. New employees may sign a declination of immunizations based only on medical, religious, or philosophical objections. New employees are responsible for all costs associated with obtaining immunizations from their physician.

- |               |  |
|---------------|--|
| 1. Measles    | 6. Pertussis   |
| 2. Mumps      | 7. Varicella (Chicken Pox)                                 |
| 3. Rubella    | 8. Hepatitis B (except when required by law, in which case |
| 4. Tetanus    | the District will be responsible for paying for staff      |
| 5. Diphtheria | vaccinations)  |

Once condition of employment requirements are met, employees will be subject to requirements as outlined in the remainder of this document.

### CURRENT EMPLOYMENT REQUIREMENTS

For all vaccinations, employees in categories A or B shall provide written documentation from a medical provider with verification of vaccination dates and/or immunity to the specified communicable diseases (unless previously provided)

<sup>1</sup> The District recognizes that some employees may prefer to receive vaccinations and or medical screening (titers) directly from their personal medical provider. In these cases, the District will allow employees to use work time to receive the vaccinations and/or screenings and will reimburse employees for associated costs, up to the amount that would have been paid had the employee utilized District services.

<sup>2</sup> The District recognizes that some employees may prefer to receive vaccinations and or medical screening (titers) directly from their personal medical provider. In these cases, the District will allow employees to use work time to receive the vaccinations and/or screenings and will reimburse employees for associated costs, up to the amount that would have been paid had the employee utilized District services.

or sign declination forms. Employees who do not have documentation of immunity will either receive vaccinations and/or titer testing (as appropriate), which will be paid for by agency programs (see footnotes 1 and 2, page 2), or will sign declination forms. All other non-designated employees will be exempt, except in the event of a declared outbreak in the community. In this instance, the Health Officer will decide if employees previously considered non-designated will be required to show proof of immunity, vaccination, or signed declination for the relevant disease.

#### **EMPLOYEE DECLINATION OF IMMUNIZATIONS**

All employees have the right to refuse immunizations for medical reasons, religious beliefs, or philosophical beliefs. Employees who decline to have a titer drawn and/or who are unable to be vaccinated or who have a religious or philosophical objection will complete a declination form. Employees will not be discriminated against or disciplined for signing a declination form. However, he/she shall not be required to divulge personal health information or declare his/her reason for such declination.

The local Health Officer shall have the authority granted pursuant to RCW 70.05.070, to “control and prevent the spread of any dangerous and contagious diseases that may occur in his or her jurisdiction.” This may include excluding those employees who have not obtained vaccination(s) or are not otherwise immune from regular duties or from work during a declared outbreak. In this case, employees who signed declination forms may (1) be assigned to responsibilities that do not include direct contact with the public; or (2) perform normal duties that do not require direct contact with the public; or, (3) when the District has no work available, the employee may use any accrued leave, or take leave without pay, at his/her discretion.

#### **RESPONSIBILITIES**

##### **SPOKANE REGIONAL HEALTH DISTRICT WILL:**

Provide vaccination(s) and/or titer testing to designated current employees at no cost. Employees should receive vaccinations and/or medical screenings (titers) directly from their personal medical provider. In these cases, the District will allow employees to use work time to receive the vaccinations and/or screenings and will reimburse employees for associated costs.

##### **HUMAN RESOURCES WILL:**

1. Obtain authorization to disclose information from employees specifically regarding employees' immunization/immunity status or declination only to program managers, division directors, the health officer, and Washington State Immunization Information System (IIS) program staff.
2. Maintain immunization documentation and/or signed declinations in respective employee confidential files.
3. Send immunization records to the Immunization Outreach staff to enter information into the IIS and GP.
4. Maintain records for all terminated employees pursuant to OSHA regulations.
5. Notify the appropriate program manager of employees who remain out of compliance after two requests to update the employee's status.
6. Provide vaccination documentation to third parties such as L&I and state auditors.
7. Review agency programs annually to adjust staff who may fall under or no longer fall under categories A and B. Monitor staff who change programs within the agency and adjust accordingly.

##### **PROGRAM MANAGERS WILL:**

1. Determine employee's risk assessment category for new or transferred employees.
2. Advise human resources of new employee risk assessment category for immunity and vaccination records.
3. Ensure that employees comply with this immunity/vaccination policy.

##### **IMMUNIZATION OUTREACH STAFF WILL:**

1. Assist staff in finding their records in the Washington State Immunization Information System, if needed.
2. Enter staff records into the IIS and GP.

**EMPLOYEES WILL:**

1. Comply with this policy.
2. Consider obtaining any recommended vaccinations.
3. Provide declination or verification of immune/vaccination status from healthcare provider, if applicable.
4. Utilize the IIS to find immunization records by contacting Immunization Outreach staff.
5. Sign the release of information form to allow their immunization records to be entered into the IIS and shared with management.

**Revisions<sup>1</sup>**

Date	Item

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<sup>1</sup> Any/all revisions to the current policy (ratified by WSNA in December 2016) shall be negotiated by and between the District and WSNA.

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## SPOKANE REGIONAL HEALTH DISTRICT DECLINATION FORM

I have read and am familiar with the District's Staff Immunization or Proof of Immunity policy effective January 1, 2017. I understand this policy is based upon the need for the District to respond quickly and effectively during a declared outbreak.

I understand that the District is making the following recommendations with regard to immunizations pursuant to the District's policy entitled "Staff Immunization or Proof of Immunity Policy." I decline the following recommendations signified by my initials signed in the box.

<b>Tetanus/Diphtheria</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Titer	<b>Rubella</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Titer
<b>Tetanus/Diphtheria/Pertussis</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Titer	<b>Influenza</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Titer
<b>Varicella</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Titer	<b>Mumps</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Titer
<b>Measles/Mumps/Rubella</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Titer	<b>Hepatitis B</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Antigen
<b>Measles</b> <input type="checkbox"/> Medical Reason <input type="checkbox"/> Philosophical or Religious Reason <input type="checkbox"/> Antibody or Titers	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

### HEPATITIS B DECLINATION STATEMENT (WAC 296-823-13005)

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with HBV vaccine, at no charge to myself. However, I decline HBV vaccine at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with HBV vaccine, I can receive the vaccination series at no charge to me.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: If an employee was born before 1957, they will not need to show documentation for measles, mumps, or rubella; if born before 1980, no documentation is needed for varicella.



Appendix C												
SRHD												
Nursing Classifications												
Rev. 6/3/2019												
Effective 1/1/2019 2019 WSNA Salaries - Per Updated Contract												
Job Title	Salary Range	1	2	3	4	5	6	7	10 Years	15 Years	20 Years	
PHN 1	29/33N	4349.26	4544.98	4749.50	4953.23	5186.58	5419.97	5653.87	5890.43	6037.69	6188.63	
		2174.63	2272.49	2374.75	2481.61	2593.29	2709.98	2831.93	2945.21	3018.84	3094.31	
		\$ 25,09192	\$ 26,22106	\$ 27,40101	\$ 28,63406	\$ 29,92259	\$ 31,26911	\$ 32,67622	\$ 33,98327	\$ 34,83285	\$ 35,70367	
PHN2	33/37N	4681.62	4892.29	5112.45	5342.51	5582.92	5834.15	6096.69	6340.56	6499.07	6661.55	
		2340.81	2446.14	2556.22	2671.25	2791.46	2917.07	3048.34	3170.28	3249.53	3330.77	
		\$ 27,00938	\$ 28,22480	\$ 29,49492	\$ 30,82219	\$ 32,20919	\$ 33,65860	\$ 35,17324	\$ 36,58017	\$ 37,49467	\$ 38,43204	
PHN3	41S	4951.90	5174.73	5407.60	5650.94	5905.23	6170.97	6448.66	6706.61	6874.27	7046.13	
		2475.95	2587.36	2703.80	2825.47	2952.61	3085.48	3224.33	3353.30	3437.13	3523.06	
		\$ 28,56867	\$ 29,85426	\$ 31,19770	\$ 32,60160	\$ 34,06867	\$ 35,60176	\$ 37,20384	\$ 38,69199	\$ 39,65929	\$ 40,65077	
LPN	24N	3412.18	3555.73	3726.19	3893.87	4069.09	4252.20	4443.55	4621.29	4736.83	4855.25	
		1706.09	1782.86	1863.09	1946.93	2034.54	2126.10	2221.77	2310.64	2368.41	2427.62	
		\$ 19,68569	\$ 20,57155	\$ 21,49727	\$ 22,46465	\$ 23,47556	\$ 24,53196	\$ 25,63590	\$ 26,66134	\$ 27,32787	\$ 28,01107	
NP	41N	8733.59	9126.61	9537.30	9956.48	10414.97	10883.65	11373.41	11828.35	12124.06	12427.16	
		4366.79	4563.30	4768.65	4983.24	5207.48	5441.82	5686.70	5914.17	6062.03	6213.58	
		\$ 50,38614	\$ 52,65352	\$ 55,02293	\$ 57,49896	\$ 60,08641	\$ 62,79030	\$ 65,61586	\$ 68,24049	\$ 69,94650	\$ 71,69516	
Salary Adjust.												
Between Steps		4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.00%	2.50%	2.50%	