



COLLECTIVE BARGAINING AGREEMENT

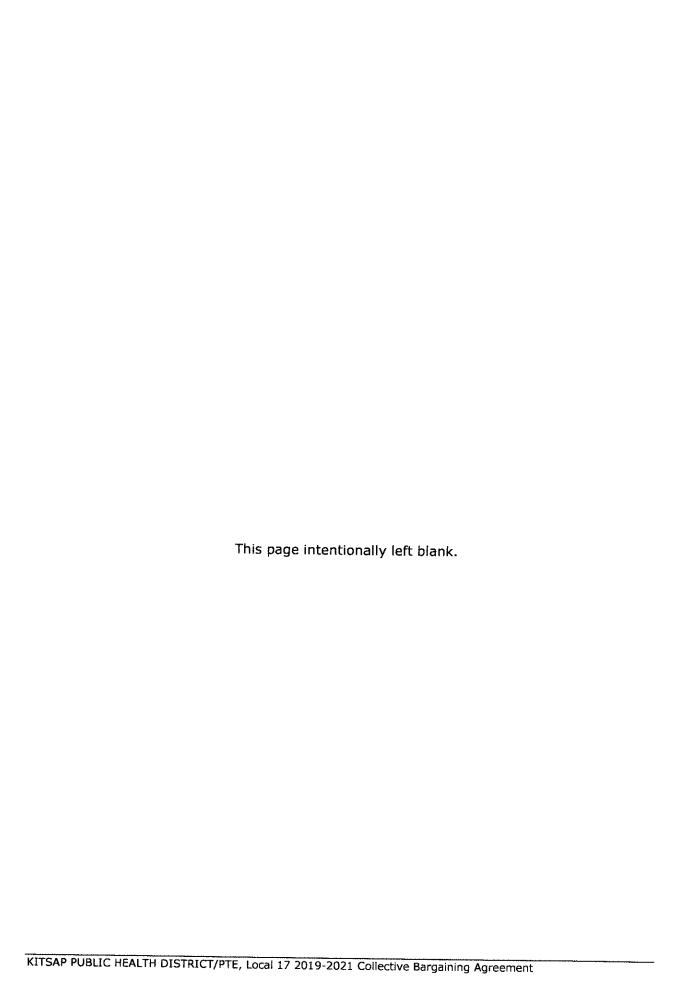
Between

KITSAP PUBLIC HEALTH DISTRICT

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PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17

Effective January 1, 2019 through December 31, 2021



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PREAMBLE

This Agreement is made and entered into by and between the Kitsap Public Health District, hereinafter referred to as the District, and the Professional and Technical Employees, Local 17, hereinafter referred to as Local 17. It is the purpose of this agreement to achieve and maintain harmonious relations between the parties. The parties are committed to a relationship of openness and communication and recognize the importance of collaboratively resolving issues in the District. The parties recognize the importance of working together cooperatively in jointly seeking to improve the District's delivery of services to the public and promoting a fair and equitable work environment based on mutual respect and understanding.

It is the intent and purpose of the District and Local 17 to set forth herein their entire Agreement covering rates of pay, wages, hours of work, and other conditions of employment, and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the District. Both parties mutually agree that their objective is for the good and welfare of the District and Local 17 members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. In consideration of these mutual covenants, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The District recognizes Local 17 as the exclusive bargaining representative for the employees, excluding supervisors and confidential employees, now or hereafter employed in the following bargaining units:
 - 1.1.1 Clerical Unit, including those employees working in the job classifications listed in Appendix A;
 - 1.1.2 Environmental Health Professional and Technical Unit, including those employees working in job classifications listed in Appendix B;
 - 1.1.3 Registered Nurses Unit, including those employees working in job classifications listed in Appendix C; and
 - 1.1.4 Health and Professional Technical Unit, including those employees working in job classifications listed in Appendix D.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 It is understood and agreed that the District possesses the sole right and authority to operate the affairs of the District and direct the employees of the District except as limited by the terms of this Agreement. The District's rights include, but are not limited to:

- 2.1.1 The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- 2.1.2 The right to plan, direct, control and determine the operations or services to be conducted by the employees of the District;
- 2.1.3 The right to determine the methods, means, number and kind of personnel needed to carry out the operations of the District and the work undertaken by its employees who are covered by this Agreement;
- 2.1.4 The right to direct the employees covered by this Agreement;
- 2.1.5 The right to hire, promote, assign, transfer, reclassify, or retain employees;
- 2.1.6 The right to demote, suspend, discipline, or discharge employees for proper cause;
- 2.1.7 The right to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- 2.1.8 The right to make, publish and enforce rules and regulations;
- 2.1.9 The right to introduce new or improved methods, equipment or facilities;
- 2.1.10 The right to contract out for goods and services; provided the District will not contract out bargaining unit work in a manner that will reduce the FTE of current employees unless the Administrator has determined that, in his/her judgment, the required expertise is not available within the District's existing workforce, or the contract will result in clear cost savings for the District. Unless required by emergency conditions, the District will provide Local 17 with at least thirty (30) calendar days' notice before entering into a contract that will reduce the FTE of current employees, during which time Local 17 may present to the District alternatives to its proposal. The District will provide in its notice a description of services to be contracted, a summary of the reason for contracting those services, and a proposed timeline for contracting out; and
- 2.1.11 The right to take any and all actions as may be necessary to carry out the mission of the District in situations of emergency as may be declared by the Administrator, Health Officer and/ or the Kitsap Public Health Board provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

- 2.2 The District Administrator and the Kitsap Public Health Board have the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.
- 2.3 The classifications for the various authorized District positions are those adopted by the Kitsap Public Health Board.
- 2.4 The retention of these rights does not preclude any employee, or his authorized representative, from filing a grievance or seeking a review of the exercise of this right in a particular case, nor from the District in establishing local guidelines and standard in carrying out the responsibilities referred to above.

ARTICLE 3 - RULES AND REGULATIONS

3.1 All rules and policies affecting personnel established by the Kitsap Public Health Board shall be in writing and made available to all employees. The District will notify Local 17 and complete any requested bargaining prior to implementing any amendments, changes or additions to such rules and policies that impact wages, hours or working conditions.

ARTICLE 4 - NO STRIKE CLAUSE

4.1 During the term of this Agreement, Local 17 shall not allow, cause, or counsel its members to participate in a strike, nor shall it in any manner cause or allow them to either directly or indirectly commit any acts of work stoppage, slowdown, or refusal to perform any and all assigned duties.

ARTICLE 5 - HOURS OF WORK/WORK ASSIGNMENTS

- 5.1 The basic workweek is 40 hours. District will strive to schedule work so that 40 hours is accomplished within five (5) working days per week.
- 5.2 The District retains the right to establish and alter work schedules in accordance with the public health needs and District policies as determined by the District. The District will consider the affected employee's seniority, input and preferences when altering work schedules and making site assignments. The District will give at least one (1) week's notice to an employee whose work schedule is permanently changed. Nothing in this section is to be construed as preventing the District from changing work schedules in the interest of public health and safety nor as preventing the District from changing work schedules temporarily to fill a need caused by the absence of another employee or to meet the needs of temporary programs not exceeding thirty (30) calendar days.
- 5.3 All work in excess of the basic workweek must be properly authorized in advance and shall be compensated for in time or in cash at the rate of one-and-

- one-half (1½) times the employee's regular rate of pay. Payment in cash or in compensatory time is optional for the employee until the maximum accrual of 40 hours compensatory time is reached. After the 40-hour accrual, all overtime hours will be reimbursed in cash only.
- 5.4 Rest periods will be granted in accordance with WAC 296-126. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required. However, if it is necessary to schedule rest periods due to the employee's specific duties, "rest periods shall be scheduled as near as possible to the midpoint of the work period" (which is four (4) hours per each work period as referred to in this section). Rest periods are not to be accumulated and/or used as leave, or for extensions of lunch periods, or to make up for time lost during the workday (i.e., for tardiness or early departure).
- 5.5 Employees who are specifically directed by their immediate supervisor to work more than two (2) hours beyond their regular workday and who are unable to leave the worksite for a dinner break, will be reimbursed for the reasonable cost of a meal purchased in an amount authorized in the District's administrative policy on meal reimbursement. In order to receive reimbursement, employees must furnish receipt for said meal to the supervisor.
- 5.6 For the purposes of computing overtime, all authorized time off in a paid status will be considered time worked.
- 5.7 Employees who are required or permitted to attend District-provided training will be compensated for all such hours at their regular or overtime rate, as provided by this Article.
- 5.8 When employees are called back to work after completion of their regular workday, they shall be compensated in cash or compensatory time at the rate of one-and-one-half ($1\frac{1}{2}$) times the actual hours worked. A minimum callback will be two (2) hours, and the employee must physically report to a worksite.
- 5.9 An employee or the District may request consideration of a flex-shift schedule and both parties will investigate the feasibility of the request. Flextime shifts will be allowed only where mutually agreed to by both parties.
- 5.10 Job sharing may be implemented with the following conditions when it benefits the District and at the discretion of the Administrator:
 - 5.10.1 Each partner agrees to work in the absence of the other partner during planned and unplanned general leaves and other leaves whenever possible at the request of the District.
 - 5.10.2 Each partner will arrange his/her schedule as needed to attend staff and other meetings that are required by the District without increasing his/her normal weekly hours. Changes in FTE will be made only with the mutual consent of both partners and the District.

- 5.10.3 Compensation and benefits will be prorated according to hours worked in accordance with this Agreement except that in no event will benefits be greater than those provided to one (1) full-time equivalent employee. Employees hired prior to 7/1/81 waive benefits as outlined in Article 12, Sections 12.1.2 and 12.3.7, while in a job-share position.
- 5.10.4 If one partner terminates the partnership for any reason, or it is terminated by the District, the remaining partner will immediately revert to full-time status with applicable compensation and benefits. By the end of the thirty (30) calendar day period, one of the following options must be elected by the remaining partner with the agreement of the District:
 - (a) Continue in the full-time position.
 - (b) Begin a new job share partnership according to the hiring requirements of the District.
 - (c) Resign giving fifteen (15) calendar days' notice.

In no event is the District obligated to hire another job sharing partner or to continue the remaining partner as indicated in this section.

- 5.10.5 The District may terminate this job sharing agreement with thirty (30) calendar days' written notice to both partners.
- 5.11 On-Call Assignments. Employees who are assigned to remain on-call during off-duty hours will report as hours worked all time spent responding to workrelated calls that occur on a day/evening when they are on-call, and will receive a minimum of one-half (1/2) hour of compensation for each day on which they receive one (1) or more such call. For example, an employee will receive thirty minutes (30) of compensation for one (1) call or multiple calls relating to the same event that collectively total less than thirty (30) minutes of work; he/she will receive compensation for actual time worked for one (1) call or multiple calls that total more than thirty (30) minutes of work. In the event that an employee is required to travel to the District or another work site as a result of a call, he/she will be paid in accord with Section 5.8. While in an on-call status, employees are required to remain within reasonable commuting time of the District, be accessible by cell phone and have access to the internet for the purpose of providing Communicable Disease subject matter expertise for response to Regional Duty Officer inquiries during evenings, weekends, and holidays. The District will assign on-call responsibilities on a rotating, reverse-seniority basis to qualified employees who have not volunteered only in the event that it cannot obtain reasonable coverage through the use of volunteers; provided that the District may make on-call responsibilities a job requirement for nurses newly hired to the District.

ARTICLE 6 - COMPENSATION AND RATES OF PAY

- 6.1 The salary schedules applicable to each bargaining unit are set forth in Appendices A, B, C and D. The schedules reflect the following wage increases:
 - 6.1.1 Effective January 1, 2019, or the effective date of the Agreement, whichever is later, all salary ranges will be increased by 3.0%.
 - 6.1.2 Effective January 1, 2020, all salary ranges will be increased by 2.5%.
 - 6.1.3 Effective January 1, 2021, all salary ranges will be increased by 2.5%.
 - 6.2 Step Increases.
 - 6.2.1 Employees advance to the next step of the salary range on the oneyear anniversary of their last step increase. For employees who have been promoted, step increases occur on the annual anniversary of their promotion date.
 - 6.2.2 Employees newly hired after the effective date of this Agreement will receive their first step increase on the one-year anniversary of their date of hire.
- 6.3 <u>Bilingual Stipend</u>. The District will pay a monthly stipend of one hundred twenty dollars (\$120) to any employee who is assigned to use one or more additional languages as a job requirement or to perform interpreter services for the District. To receive a stipend, employees must demonstrate to the satisfaction of the District the ability to perform services in the applicable foreign language. Bilingual assignments that are not job requirements will be renewed annually and may be terminated at any time by the District or the employee. Part-time employees shall be paid the bilingual premium prorated to their full-time equivalency.
- 6.4 <u>On-Call Stipend</u>. Employees who are required to remain on-call during off-duty hours will receive a stipend of one hundred fifty dollars (\$150) per week. The starting and ending time for on-call periods will be 8:00 a.m. Monday morning; the District will consult with the affected employees prior to making any changes to on-call periods.

ARTICLE 7 - LONGEVITY BONUS PLAN

7.1 The following longevity bonus plan will be applied to each qualified employee. Annual bonus amounts will be prorated for part-time employees based on the employee's FTE:

Years of Service	Annual Bonus
0 - 4 years	-0-
5 - 9 years	\$200
10-14 years	\$300
15-19 years	\$400
20-24 years	\$500
25+ years	\$600

7.2 The bonus is payable in one lump sum during the month of the employee's anniversary date of hire.

ARTICLE 8 - PERSONNEL FILES

- 8.1 The District shall keep a central personnel file for each employee. Supervisors may keep working files, but documents recording or communicating disciplinary actions that are not included in the central personnel file may not be used as evidence in any grievance arbitration regarding discipline of the employee.
- 8.2 Upon appropriate request, employees may inspect their central personnel files subject to the following:
 - 8.2.1 Inspection shall occur during nonworking hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employees and the Human Resources Manager or Administrator. Upon request, employees who have a written grievance on file, who are inspecting their personnel files with respect to such grievance, may have a representative present during such inspection.
 - 8.2.2 Copies of materials in an employee's central personnel file will be provided the employee upon request as appropriate.
 - 8.2.3 Pre-employment information shall not be subject to inspection or copying.
- 8.3 Materials to be placed into an employee's personnel file relating to job performance or conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to the employee's attention with copies provided to the employee.
- 8.4 Employees who challenge material included in their personnel file are permitted to insert certain material relating to the challenge or utilize the grievance procedure.

ARTICLE 9 - GENERAL AND EXTENDED LEAVE

9.1 General leave is leave that is earned by the employee and used at the employee's discretion with supervisory approval for such purposes as vacation,

bereavement, personal appointments, preventive health care, illness of less than five (5) consecutive days, etc.

9.1.1 Full-time employees shall accrue general leave at the following rates:

Years of Service	Days Accrued/Year	Hours Accrued/Month
from 0 to 1 year	18 days	12.00 hours
from 1 to 2 years	19 days	12.67 hours
from 2 to 3 years	20 days	13.33 hours
from 3 to 4 years	21 days	14.00 hours
from 4 to 5 years	22 days	14.67 hours
from 5 to 6 years	23 days	15.33 hours
from 6 to 7 years	24 days	16.00 hours
from 7 to 8 years	25 days	16.67 hours
from 8 to 9 years	26 days	17.33 hours
from 9 to 10 years	27 days	18.00 hours
from 10 to 14 years	28 days	18.67 hours
from 14 to 24 years	29 days	19.33 hours
24 years and over	31 days	20.67 hours

- 9.1.2 Part-time employees shall accrue general leave based on the above schedule prorated to their full-time equivalency.
- 9.1.3 General leave accrues from the date of hire. General leave may not be used until it has accrued, and may not be used for purposes other than those outlined RCW 49.46.210 prior to the completion of six (6) months of active employment. General leave continues to accrue during any paid leave of absence.
- 9.1.4 Employees using general leave for planned absences must schedule those absences in advance with approval of their supervisor. Supervisors will not accept any leave requests earlier than six (6) months before the effective date of the leave, unless there are legitimate extenuating circumstances around such leave request that requires early approval. In the event of a conflict between two employees, the employee making the first request shall prevail. Should the sequence of conflicting requests be unknown, the employee having greater seniority shall prevail.
- 9.1.5 Employees may carry forward a maximum of three hundred sixty (360) hours of general leave from one calendar year to the next. An employee who has accrued three hundred sixty (360) hours of General Leave will have his/her accrual rate reduced to five (5) hours per month until his or her balance has been reduced through use to less than three hundred sixty (360) hours; provided that Division Directors may make written exceptions to this rule in the event an employee is precluded from taking a previously scheduled vacation through no fault of his or her own.

- 9.1.6 Upon separation of an employee by retirement, resignation, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for the unused general leave to a maximum of two hundred forty (240) hours at the rate the employee was being paid at the time of separation.
- 9.1.7 The District shall inform employees of their accrued general leave on a quarterly basis.
- 9.2 Extended leave may be used when an employee is unavoidably absent from work for the following:
 - (a) An employee's own illness, injury or pregnancy;
 - (b) The need to care for the employee's, spouse's, or domestic partner's child (or foster child) who is (i) under eighteen (18) years of age and has a health condition requiring treatment or supervision, or (ii) 18 years of age or older but incapable of selfcare because of a mental or physical disability; and
 - (c) The serious health condition or emergency condition of the employee's spouse, domestic partner, parents, parents-in-law, grandparents, children (as defined in 9.2(b)) or for other family members with the Administrator's approval.
 - 9.2.1 Full time employees will accrue four (4) hours of extended leave for each month worked with unlimited accrual.
 - 9.2.2 Part-time employees will accrue extended leave prorated based on their full-time equivalency.
 - 9.2.3 Employees become eligible for use of extended leave as described below. Once an employee has qualified for extended leave, he/she may continue using such leave until the qualifying condition ends or his/her extended leave balance has been exhausted, whichever occurs first.
 - (a) For full-time employees whose normal work schedule is five (5), 8-hour shifts per week, use of extended leave begins (i) after the fifth (5th) consecutive day of absence for a condition listed in Section 9.2; or (ii) after forty (40) hours of absence for a condition that has been certified for use of intermittent leave under the Family Medical Leave Act.
 - (b) For full-time employees working an alternate schedule, and for part-time employees, use of extended leave shall begin (i) after the employee has been absent for the number of work days he/she is normally scheduled to work in a workweek for a condition listed in Section 9.2; or (ii) after forty (40) hours of absence (prorated for part-time employees) for a condition that

has been certified for use of intermittent leave under the Family Medical Leave Act.

- 9.2.4 Upon the employee's presentation of verification from a licensed health care provider involved in treating the affected individual or family member that documents a condition qualifying for use of extended leave, the general leave used by the employee for the initial days or hours of his/her absence will be restored and a corresponding amount of extended leave will be drawn from his/her extended leave account.
- 9.3 Whenever an employee is injured on the job and the employee's condition demands immediate medical treatment, the employee will be granted administrative leave for the remaining part of the day of injury only.
- 9.4 Donation of accrued general leave for another employee's use is available per District policy.

ARTICLE 10 - LEAVES OF ABSENCE

- 10.1 Leave with pay shall be allowed for the following purposes:
 - 10.1.1 Jury Duty. Civil leave will be authorized to permit an employee to serve as a juror for a period up to two weeks with pay. Additional jury service time may be allowed; however, the employee must use accrued general leave or comp time or serve on a leave without pay basis. The employee must notify the employee's immediate supervisor prior to using this leave and must show proof of being called as a juror. If an employee summoned for jury duty is excused during any portion of the workday, that employee must report to work for the duration of that day.
 - 10.1.2 <u>Testifying in Court</u>. Any employee subpoenaed by another governmental agency to testify in court may be granted civil leave if that employee is not a plaintiff or defendant in such legal action.
 - 10.1.3 Bereavement Leave. Employees shall receive up to twenty-four (24) hours off with pay per occurrence in the event of death in the immediate family, to include the employee's spouse, domestic partner, children, stepchildren, parents, stepparents, grandparents, grandchildren, sisters, brothers, parents-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law, or any person living in the employee's immediate household as a member of the family. Paid bereavement leave is not available for events more than six (6) months following the death of an individual covered by this section. Paid bereavement leave will be prorated for part-time employees based on full-time equivalency. With approval of the employee's

- manager, employees may use general leave in addition to the bereavement leave provided in this section.
- 10.1.4 Military Leave with pay will be allowed in accordance with RCW 38.40 for any employee for active training in the United States Armed Forces or Washington National Guard, not to exceed twenty-one (21) work days during each October 1 to September 30 period. A copy of the employee's written orders must be provided to the employer as verification for such leave. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States, the United States Public Health Service, or alternative service may seek leave of absence and upon return shall be entitled to reemployment pursuant to the provisions of RCW 73.16.031-73.16.061. Any additional military leave will be provided as required by federal law.
- 10.1.5 Administrative Leave for up to four (4) hours may be granted for tardiness due to severe inclement weather conditions or other emergencies as declared by the Administrator consistent with the District's Inclement Weather and Emergency Closures Policy. Any absence or arrival later than the authorized delayed opening time will be charged to the employee's accrued general leave or compensatory time at the employee's option. If the District offices are closed for one (1) or more full business day(s) due to weather conditions or for some other emergency as declared by the Administrator, employees scheduled to work will be provided paid administrative leave for a maximum of two (2) full consecutive days per occurrence of such closure and/or assigned to work from home or another location as provided by the District's policy. Employees may use accrued compensatory time or general leave, or take unpaid leave for duration of any closure beyond the period for which paid administrative leave is provided. Any employee already on leave status or not scheduled to work will not be granted administrative leave.
- 10.2 <u>Leaves of Absence Without Pay</u> may be granted at the discretion of the Administrator for a specific period up to six (6) months for any of the following reasons:
 - (a) Adoption or maternity/paternity leave;
 - (b) Educational leave;
 - (c) Family leave;
 - (d) Military or public health service leave (per RCW 73.16); or
 - (e) Illness/injury/pregnancy.

(f) Closure of District facilities due to holiday schedules (e.g., an additional closure day adjacent to a paid holiday), inclement weather or emergency situations.

Leave without pay may also be granted as an extension to paid general leave.

- 10.2.1 Leave without pay may be granted beyond the six (6) month limitation only at the option of a Administrator under situations including but not limited to military leave or public health service per RCW 73.16, or educational leave which is beneficial to the District and which conforms to the period of actual attendance at an accredited institution.
- 10.2.2 Any employee on leave without pay status may choose to continue his/her medical, dental, or life insurance benefits provided such employee makes satisfactory arrangements for payment of the premiums.
- 10.2.3 An employee reporting to work at the end of an authorized unpaid leave of absence shall be employed in the same job class held at the start of such leave.
- 10.2.4 An employee returning from an unpaid leave of absence shall not have retroactive rights to any appointment or promotional procedure conducted during his/her absence.
- 10.2.5 An employee returning from an unpaid leave of absence in excess of fifteen (15) days will be paid on the same numerical step of the currently approved range for the job class as that on which the employee was paid at the beginning of the leave without pay.
- 10.2.6 The returning employee's date of hire (anniversary date for longevity and seniority purposes) will be adjusted equivalent to the number of days spent on leave without pay status. The employee's step increase date, if the employee is below the top step of the salary range, will be set back by the same number of days which have elapsed between the start and end of the unpaid leave of absence.
- 10.2.7 Unpaid leave of less than fifteen (15) days does not change an employee's step increase date or date of hire (anniversary date).
- 10.3 <u>Family Medical Leave (FML)</u> will be granted in accordance with applicable law and the District's Family Medical Leave Policy, attached as Appendix E. During 2011, and in subsequent years as agreed, the parties will jointly present training to employees on FML and the District's Family Medical Leave Policy.
- 10.4 <u>Paid Family and Medical Leave Program</u>. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington

law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period beginning January 1, 2019 and ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The District will pay the remaining premium amounts. Following finalization of regulations implementing RCW 50A.04, any party may reopen this Agreement for the purpose of bargaining over issues related to the interrelation between leaves available under this Agreement and benefits provided by statute.

10.5 Maternity-Related Disability Leave. Pursuant to Washington law and the District's Family Medical Leave Policy, pregnant employees may take unpaid leave for the entire period of any maternity-related disability. Such leave may be taken in addition to the twelve (12) week leave provided under the Washington Family Leave Act (WFLA) to care for a new-born child, if the employee is eligible for WFLA leave. Employees taking maternity-related disability leave are required to use any available paid leave or compensatory time before taking unpaid leave. While employees remain on paid leave, the District will continue providing paid health insurance to the employee and her dependents on the same basis that those benefits are provided during regular employment. Once paid leave and any leave under the Family Medical Leave Act is exhausted, employees on unpaid maternity-related disability leave may continue their personal and dependent health insurance coverage by paying the full premium cost for that insurance.

ARTICLE 11 - HOLIDAYS

11.1 The following are paid holidays for all eligible employees:

New Year's Day - January 1st
Martin Luther King Day - 3rd Monday of January
Presidents' Day - 3rd Monday in February
Memorial Day - Last Monday of May
Independence Day - July 4th
Labor Day - 1st Monday of September
Veteran's Day - November 11th
Thanksgiving Day - 4th Thursday in November
Native American Heritage Day - The Friday after Thanksgiving Day
Christmas Day - December 25th
One Personal Holiday

11.2 Personal holiday usage will be administered like general leave and requires the prior approval by the employee's supervisor before it can be used. However, probationary employees may take their personal holiday after four (4) months of employment.

- 11.3 If a holiday falls on a Saturday, it shall be observed the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.
- 11.4 Full-time employees will receive eight (8) hours of pay at their straight-time rate for each holiday. Eligible part-time employees will receive holiday pay on prorated basis. Employees are eligible for holiday pay if they are in paid status for more than one-half (1/2) of their scheduled the working day before or after the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.
- 11.5 Any work performed on a holiday shall be compensated in cash or time at the rate of time-and-one-half ($1\frac{1}{2}$) for the actual time worked in addition to the regular holiday pay.
- 11.6 If a holiday recognized under this Agreement falls on a normal working day during which the employee is on paid leave, the employee will receive holiday pay and his/her leave account will not be charged for the day.

11.7 Alternate Schedules

- 11.7.1 Employees working alternate schedules who are normally scheduled to work more hours on a day observed as a holiday than they receive in holiday pay may use general leave, compensatory time, personal holiday time, take unpaid leave (if they have no available paid leave), or, with prior supervisory approval, work additional hours during the remainder of the workweek to make up the difference between the employee's normally scheduled shift and his/her holiday pay.
- 11.7.2 When an observed holiday falls on the employee's scheduled day off, he or she will be permitted to take an alternate day off during the week in which the holiday is observed. The employee and supervisor will identify the alternate day. In the event that operational needs preclude the employee from taking an alternate day off in the same week, the employee and his/her supervisor will identify an alternate day during the same pay period on which the employee will be permitted to take leave.
- 11.8 In addition to the paid holiday leave provided in this Article, employees may take up to two (2) unpaid holidays per calendar year for reasons of faith or acts of conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization as provided by State law. Such unpaid holidays are available for use on January 1 of each year and the unpaid holidays must be taken in full work day increments. If an employee's religious beliefs require observance of a holiday as outlined above, or that is not included in the basic holiday schedule, the District will use its best efforts to accommodate the request. The employee may take the days off using his or her personal holiday, general leave, compensatory time, or leave without pay with his or her program Manager's preapproval provided that the accommodation does not create an undue hardship for the District or its employees.

ARTICLE 12 - HEALTH PROGRAM

- 12.1 <u>Life, AD&D and Long-Term Disability Insurance</u>. The District will pay the premiums to provide basic life (which includes employee accidental death and dismemberment), and the base plan for long-term disability insurance to all eligible employees. Employees may, at their option and expense, purchase additional life and AD&D insurance coverage from the District's provider according to the rates and terms set by the provider.
 - 12.2 <u>Medical Insurance, Dental Insurance and Benefit Allowances.</u>
 - 12.2.1 The District will provide medical insurance for eligible employees through the Public Employers Benefit Board (PEBB). The District will offer dental insurance through WHIT or through a comparable provider. Information regarding current insurance plans and policies can be obtained from the Human Resources Office.
 - 12.2.2 Employees may opt out of coverage under the District's medical insurance plans with proof of coverage under another comprehensive group medical insurance plan; if PEBB underwriting rules change regarding eligibility to opt out of coverage, such rules will apply. Employees may opt out of the District's dental insurance plan at their election. Eligible employees may elect to cover their dependents under the insurance plans in which they are participating, and may make different choices with respect to dependent coverage under the District's medical insurance and its dental insurance.

12.2.3 Medical Insurance Premiums.

(a) The District will contribute the following percentages of the average medical insurance costs for full-time employees and dependents:

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Employees - 100%

Employee + Spouse - 90%

Employee + Child(ren) - 90%

Full Family - 85%
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(b) The average medical insurance cost will be determined by computing the average cost of the medical plans available to employees through the District's provider.

12.2.4 Dental Insurance Premiums.

(a) The District will contribute the following percentages of the average dental insurance costs for full-time employees and dependents:

Employees - 100% Employee + Spouse - 90% Employee + Child(ren) - 90% Full Family - 85%

- (b) The average cost of the dental insurance package will be determined by computing the average cost of the dental plans available to employees through the District's provider.
- 12.2.5 Employees are responsible for paying through payroll deduction the difference between the District's contribution toward medical and/or dental insurance and the cost of the plans/options they choose.

12.2.6 Benefit Allowance.

- (a) Employees who choose a District medical insurance plan that is less costly than the District's contribution (as calculated above) will receive the difference between the District's contribution and the costs of their plan choice in the form of a benefit allowance.
- (b) The District will provide all employees opting out of the District's medical insurance plans a monthly benefit allowance of three hundred seventy-five dollars (\$375), pro-rated for part-time employees. Employees will be required to present evidence of coverage under another plan to opt out.
- (c) The District will provide all employees opting out of the District's dental insurance plans a monthly benefit allowance of \$25, prorated for part-time employees.
- (d) The District will provide a flexible benefit allowance plan including at least those options in place as of the effective date of this Agreement. At the employee's option, benefit allowance funds may be used to pay any employee share of District medical or dental insurance premiums. Benefit allowance funds remaining after payment of the employee's selected District benefits will be contributed to the employee's HRA-VEBA account, provided the amount is at least \$10 per month.
- 12.2.7 <u>Part-Time Employees</u>. Part-time employees will receive prorated contributions towards premiums and/or benefit allowances based on their full-time equivalency.
- 12.3 In the event the parties have not successfully completed negotiations for a new contract by the end of calendar year 2021, the District's contributions toward medical and dental insurance will remain at the dollar amount in effect as of

December 31, 2021, during bargaining and any period governed by RCW 41.56.123.

- 12.4 Any PPD or chest x-ray required by the District will be provided by the District. Flu, DT, Polio and MMR immunizations and PPD tests are available without cost to the employee. Hepatitis B vaccine will be available to covered employees who are at risk as determined by the Health Officer.
- 12.5 Childhood immunizations will be provided to the employee's minor dependent children without charge. These childhood immunizations include only vaccines covered by the Washington Vaccine Association for children under twenty-six (26) years of age. The District will bill the employee's insurance provider for these charges. These no charge services do not include supplies, laboratory tests, or other immunizations, which cost will be based on the District's approved fee schedule.

ARTICLE 13 - LIABILITY INSURANCE

- 13.1 The District will provide professional liability (malpractice) insurance for its employees with minimum limits of \$250,000 per incident and umbrella coverage of \$2,000,000 if available.
- 13.2 The District will defend and indemnify employees for claims made against them because of their good faith performance of duties for the District as required by RCW 4.96.

ARTICLE 14 - RETIREMENT AND SOCIAL SECURITY

- 14.1 During the term of this Agreement, all eligible employees shall continue to participate in the Washington State Public Employees Retirement System (PERS) in accordance with and subject to the provisions of the statutes of the State of Washington now applicable or as they may hereafter be amended.
- 14.2 During the term of this Agreement, all eligible employees shall continue to participate in the Federal Social Security/Medicare programs in accordance with and as provided for by the United States.

ARTICLE 15 - TRAVEL ALLOWANCE

- 15.1 Employees shall be reimbursed for the use of their personal automobiles at the current IRS-approved rate. Future modifications will be automatically implemented concurrently with any IRS-approved rate change.
- 15.2 Reimbursement for necessary and actual travel expenses are allowed when on official District business previously approved by the employee's supervisor.

- 15.3 The District will reimburse employees for all work-related travel during the workday. Employees are expected to commute between their residences and their assigned worksite without any mileage reimbursement except as otherwise provided by the District's reimbursement of travel expenses policy.
- 15.4 Employees using their personal vehicle on District business shall be required to maintain auto liability insurance in an amount not less than the Washington State minimum standards pursuant to RCW 46.29 and 46.30.
- 15.5 Employees operating District fleet vehicles or using personal vehicles while conducting District business should conform to all applicable laws for vehicles and maintain their current Washington State driver's licenses. Employees are required to submit copies of their Washington State driver's licenses at each renewal to the District's Human Resources Office.
- 15.6 <u>Driving Records</u>. Those employees who are required to operate motor vehicles on a regular basis while conducting District business shall have their motor vehicle driving record reviewed by the District upon hire and at least once every three (3) years thereafter. Such driving record will be checked, at the District's expense and with the employee's knowledge, by having the employee sign a driving record request form from the Washington State Department of Licensing.
- 15.7 Any employee whose job duties require driving on a regular basis must notify his or her immediate supervisor no later than the next business day if the employee's driver's license, including any work-related endorsements, is denied, expired, suspended, revoked or otherwise becomes invalid, or if he or she is ticketed by a law enforcement agency for any at fault accidents or moving violations while conducting District business.
- 15.8 When an employee incurs physical damage to the employee's personal vehicle while in the scope and course of employment, and the employee is not at fault, the District will reimburse the deductible amount up to the maximum of five hundred dollars (\$500) with proof of an insured loss.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT, LICENSURE AND CERTIFICATION

- 16.1 The District recognizes the value and benefit of training designed to enhance employees' abilities to perform their job duties. Training and professional development opportunities will be provided to employees in accordance with legal requirements, District/employee goals, and available resources.
- 16.2 The District will pay, or reimburse employees for, the annual renewal cost of any license/certification required by the District for the position, other than driver's licenses. With approval of the director, the District will also pay, or reimburse employees for, the annual renewal costs of licenses or certifications that are not required by the District but provide a benefit to it. Employees are responsible for taking the steps necessary to complete annual renewal processes in a

timely manner and to secure payment/reimbursement by the District for renewal costs. In no circumstances will the District pay or reimburse employees for late fees or penalties associated with license/certification renewal.

- 16.3 Employees will be permitted to use work time for continuing education or professional development that is required as a condition of renewal for District-paid licensure or is otherwise approved by the employee's program manager or director. Employees are required to coordinate and schedule all such activities with the prior approval of their supervisor, which will not be unreasonably denied. Where possible, employees are expected to submit requests a minimum of thirty (30) calendar days in advance of the activity.
- 16.4 The District will allow employees time off with pay at an hourly equivalent rate to take a test (one time only), and will pay the exam fee (one time only) for a test required for any licensure or certification required by the District.
- 16.5 The District will pay or will assist in the payment of expenses associated with continuing education for licensing/certification requirements and for employees' professional development. Professional development courses or programs must include subject matter that is directly related to the improvement of the employee's current job skills or that reasonably relates to the employee's career objectives at the District. Approved expenses may include course tuition and registration fees, materials fees and travel expenses. Such financial assistance will be subject to available resources, the approval of the employee's program manager or director, and verification of the employee's attendance and completion of the course.
- 16.6 The District will develop individual learning plans for each employee on an annual basis. Employees will be asked to provide input on training and development needs as part of formulating their learning plan.
- 16.7 All training requests must be submitted in advance in writing on the appropriate District form. If a training request is denied, the District will provide a reason for the denial to the employee, in writing. Issues or concerns regarding differences in the distribution of professional development opportunities or resources within employee groups may be raised by the Union through the Labor-Management Conference Committee process.

ARTICLE 17 - NONDISCRIMINATION

17.1 Neither the District nor Local 17 shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws by reasons of race, color, creed, age, religion, political affiliation, sex, marital status, national origin, veteran status, or the presence of sensory, mental or physical handicap, unless based on a bonafide occupational qualification reasonably necessary to the operation of the District, and all other bases prohibited by state, local or federal laws.

17.2 The District will not discriminate against any employee on account of membership in Local 17 or because of service by an authorized representative on behalf of Local 17 in negotiating or administering the provisions of this Agreement, except as provided in Article 21 of this Agreement.

ARTICLE 18 - LABOR-MANAGEMENT CONFERENCE COMMITTEE

- 18.1 The District and Local 17 shall agree to establish a conference committee comprised of one shop steward (or their alternates) from each bargaining unit, the Local 17 Union Representative (if requested by the Union), a Division Director, the Human Resources Manager, and up to three additional representatives from the District's management team. The responsibility of this committee will be to address problems, issues, or concerns from both sides using the interest-based problem solving process to arrive at consensus agreement. Unless otherwise agreed in advance by the parties, the committee shall have no authority to conduct any negotiations or modify the provisions of this Agreement.
- 18.2 The purpose of this committee is to encourage better communication between bargaining unit members and management and resolve issues at the lowest possible level by providing an open forum to discuss issues, problems, or concerns related to the current collective bargaining agreement for wages, hours, and working conditions. As part of this responsibility, the committee shall:
 - 18.2.1 Meet quarterly as needed and when mutually agreeable.
 - 18.2.2 Maintain an "open door" policy and use outside resources (including Local 17 or management representatives) as needed and appropriate. This may also include an employee who is concerned about or directly affected by a specific issue or policy.
 - 18.2.3 Establish a process that will provide for the best possible communication of issues to assure a thorough understanding by all bargaining unit members and managers.

ARTICLE 19 - DISCIPLINARY ACTION

19.1 Just Cause for Disciplinary Action. All disciplinary actions for employees who have successfully completed their initial probation period shall be for just cause. The District may discipline or discharge an employee at will during the probation period without recourse to the grievance procedure. Disciplinary action may include oral warning (confirmed in writing), written reprimand, suspension, setback in pay range, demotion, any combination of these, or discharge. The District shall tailor discipline to respond to the nature and severity of the offense, and the employee's prior disciplinary record.

19.2 <u>Investigations</u>.

- 19.2.1 Notice of Investigatory Interview. The District shall notify the employee of the event or conduct being investigated to permit the employee to understand the general nature of the concern. Prior to such an investigatory interview, the supervisor involved shall notify the employee of the employee's right to have Local 17 representation, and shall permit the employee reasonable time to arrange for participation of a Local 17 representative or shop steward, as is appropriate and timely to the situation.
- 19.2.2 <u>Union Representation</u>. Employees are entitled, at their option, to have Local 17 representation during any meeting to discuss disciplinary action, or during any investigatory interview conducted by the District that the employee reasonably believes may result in discipline of the employee. During any such investigatory interview or meeting, a participating Local 17 representative or shop steward will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the District's investigation.
- 19.2.3 Administrative Leave. The District may, at its discretion, place employees on paid administrative leave during investigations. Employees on such paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not considered discipline and is not subject to the grievance procedure.
- 19.2.4 <u>Duty to Cooperate</u>. Employees have an obligation to cooperate with any investigation conducted by the District. Failure to do so will be considered insubordination and will be grounds for discipline, up to and including termination; provided that nothing in this section will interfere with employee's Garrity rights.

19.3 Pre-Disciplinary Procedure.

- 19.3.1 Notice of Intent to Discipline. If the District intends to impose discipline other than an oral warning or written reprimand, the supervisor shall inform the employee of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient detail so the employee understands the reason for the proposed discipline. Upon request and before the Pre-Disciplinary Meeting the District will provide the employee with access to and copies of those documents upon which it has relied in forming its intent to discipline.
- 19.3.2 <u>Pre-Disciplinary Meeting</u>. The District will schedule a Pre-Disciplinary Meeting to permit the employee to respond to a notice of intent to discipline. The District will provide at least two (2) working days' written notice to both the employee and Local 17

prior to convening a Pre-Disciplinary Meeting. In the event that the employee cannot secure Local 17 representation, as described in Section 19.2.2., at the time identified by the District, or where other circumstances reasonably require, the employee will be permitted a reasonable delay. At the beginning of any Pre-Disciplinary Meeting, the District will describe its proposed discipline and the general reasons for issuing the proposed discipline.

- 19.4 <u>Disciplinary Decision</u>. No sooner than the day following the close of the Pre-Disciplinary Meeting but no later than ten (10) working days after the close of the Pre-Disciplinary Meeting, the District shall inform the employee of its decision in writing.
- 19.5 <u>Notice to Employee</u>. The District may not place a disciplinary document in an employee's file without providing the employee a copy of the document.
- 19.6 <u>Employee's Opportunity to Respond</u>. The employee may require the District to include a rebuttal to any disciplinary document in the employee's personnel file.
- 19.7 <u>Demotion</u>. An employee demoted as a result of discipline issued pursuant to this Article will not displace another employee.
- 19.8 <u>Suspension</u>. The District may suspend an employee for a period of up to ten (10) working days as a single penalty, or up to a total of twenty (20) working days in any one year as an accumulation of several penalties. Such suspension will not affect qualifying time or seniority, but it will constitute a suspension of holiday pay and accumulation of general and extended illness leave.
- 19.9 <u>Setback Within Range</u>. An employee may be moved to a lower step in his/her salary range for disciplinary reasons.
- 19.10 <u>Off-Duty Activities</u>. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or present a conflict of interest.
- 19.11 <u>Performance Standards</u>. Any performance standards used to measure performance of employees shall be fair, just, reasonable, and equitably applied throughout the District.
- 19.12 <u>Notice of Delay of Step Increase</u>. An employee whose step increase is delayed based on performance evaluation ratings must be given advance notice of such action five working days or more before the effective date, and the notice must include the cause for action and a new evaluation date. This provision will not be subject to the Pre-Disciplinary Procedure. This provision will be subject to the Grievance Procedure.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1 A grievance is defined as a question or challenge raised by Local 17, a shop steward, or an employee as to the correct interpretation or application of this Agreement.
- 20.2 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. Mutual agreement of extension of time may be between the appropriate supervisor and the employee or the employee's representative. If the grievant fails to act or respond within the specified time limits, the grievance will be considered waived. If the District fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- 20.3 Whenever the investigation of a grievance requires the inspection of the personnel records, the District shall make available to the Local 17 representative or their designee such records as authorized in writing by the affected employee.
- 20.4 Where grievances have not been resolved to the satisfaction of the concerned parties, the following procedures shall apply:
 - 20.4.1 Step 1. Within ten (10) working days after the occurrence of the situation, condition, or action giving rise to an alleged employee grievance, the employee affected may personally present a grievance to their Program Manager or Division Director. An employee may have a Local 17 representative present at this meeting. The Program Manager or Division Director shall have ten (10) working days after the date of this initial meeting to respond to the employee's grievance.
 - 20.4.2 Step 2. If a satisfactory settlement is not reached in Step 1, the grievance shall be submitted in writing to the Administrator within ten (10) working days after the date of the Step 1 response. The Administrator shall schedule a meeting within five (5) working days after receipt of the written grievance to hear the grievance and shall render a decision within ten (10) working days after such hearing.
 - 20.4.3 Step 3. In the event the grievance is not satisfactorily resolved in Step 2, it shall be submitted in writing to the Kitsap Public Health Board within five (5) working days. The Board will render a written decision within thirty (30) working days.
 - 20.4.4 <u>Step 4 Mediation Arbitration</u>. If the grievance is not settled in Step 3, either party may request mediation-arbitration within thirty (30) working days.
 - (a) <u>Mediation</u>. If mutually agreed the parties shall agree on a mediator in an attempt to resolve the grievance. The mediator

shall have no authority to resolve the grievance except by agreement of Local 17 and the District. In the event the grievance is not resolved, evidence or concessions agreed to or offered by the opposing party during mediation shall not be admissible at the subsequent hearing, unless such admission is agreed to by both parties. If mediation does not result in settlement, Local 17 will notify the District of its intent to proceed to arbitration.

(b) Arbitration. Upon request of either party, Local 17 and the District shall request a list from the American Arbitration Association of nine (9) arbitrators from Washington and/or Oregon. The arbitrator will be selected from the list by the District representative and Local 17 representative alternately striking a name from the list until only one remains.

The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision. The arbitrator's fees and expenses and any court reporter's fee and expense shall be borne equally by both parties. All other costs, expenses and fees, including attorneys' fees, will be borne by the party incurring them. The decision of the arbitrator shall be final and binding.

ARTICLE 21 - UNION MEMBERSHIP

- 21.1 Nothing herein contained may prevent any employee from belonging to any union or professional association.
- 21.2 When an employee provides written authorization to the District, the District will deduct from the employee's salary an amount equal to the dues required of a member of the Union. The District will transmit such dues to the Union's headquarters each pay period.
- 21.3 The District will inform employees who are new to the bargaining unit about the Union's status as the exclusive representative of the bargaining unit.
- 21.4 An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the District and the Union. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the District of the employee's written notice.
- 21.5 Along with its transmittal of dues, the District will provide the Union with a list of all employees paying dues, including the dues amount. The District will identify those employees who have newly authorized dues, have revoked dues authorization, or have left the bargaining unit.

21.6 Local 17 shall indemnify the District and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action of the District for the purpose of complying with the provisions of this Article.

ARTICLE 22 - UNION REPRESENTATION

- 22.1 Local 17 shall have the right to appoint one shop steward for each bargaining unit. Local 17 shall notify the District in writing of the names of the stewards and alternates so designated and the Union Representative assigned to represent the bargaining units. This list of representatives shall be kept up to date by Local 17 at all times. Only persons so designated will be accepted by the District as representatives of Local 17 and the bargaining unit.
- 22.2 The designated stewards shall see that the provisions of the Agreement are observed and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure.
- 22.3 Union business activities shall not be carried on during working hours except as provided for by this Agreement. The District has the right to require that steward refrain from excessive union business activities that result in a neglect of work. Local 17 and the District agree to jointly correct situations where the District management believes the steward is spending unreasonable amounts of time in this capacity.
- 22.4 The Local 17 representative shall have access to the steward's work areas during business hours with prior notice to the District's Human Resources Manager or Administrator and providing the Local 17 representative does not interfere with or cause employees to neglect their work.
- 22.5 The shop stewards (one from each bargaining unit) will be allowed to participate in contract negotiations (and in a caucus lasting no more than one (1) hour that occurs on the day of a negotiation session and outside of the prescheduled start and stop time) which occur during their normal hours of work without suffering a loss in pay. Nothing in this clause authorizes any other expense of District funds by the shop stewards when fulfilling their responsibilities (i.e., mileage reimbursement, use of office supplies, etc.).
- 22.6 Local 17 will provide copies of this Agreement to all covered employees and to all new employees hired into covered positions.
- 22.7 The District shall allow posting space for the use of Local 17 in areas accessible to members of the bargaining unit.
- 22.8 The District may make available to Local 17 meeting space for the purpose of conducting union business, where such activities will not interfere with the normal work of the District or other scheduled meetings.

- 22.9 The District will provide the Union with the name, job title, department and contact information for all employees newly-hired into a bargaining unit position. Within ninety days of hire, the Union will be provided with thirty (30) minutes during the employee's paid time to explain contractual rights and introduce the new employee to the Union. Employees will be informed that their attendance is voluntary and that they will remain in paid status during the meeting.
- 22.10 With prior approval of their supervisor, which will not be unreasonably denied, Union shop stewards will be permitted to flex their work hours, use General Leave, use compensatory time, or, if no such leave is available, take unpaid time off to attend training sessions sponsored by the Union.

ARTICLE 23 - LAYOFF AND RECALL

- 23.1 The Administrator may lay off employees whenever such action is made necessary by reason of shortage of work, budget adjustments, or as directed by the Kitsap Public Health Board.
- 23.2 The District shall give at least thirty (30) days' notice to employee(s) designated for layoff, during which time the employee(s) and Local 17 may suggest alternatives to the layoff.
- 23.3 An employee designated for layoff shall have the right to replace a less senior employee holding an available position (as defined in Section 23.4) that is:
 - 23.3.1 The position occupied by the least senior employee in the classification held by the employee designated for layoff;
 - 23.3.2 The position within the same bargaining unit occupied by the least senior employee in a lower classification than the position held by the employee designated for layoff; or
 - 23.3.3 The position occupied by the least senior employee in a classification previously held by the employee designated for layoff.
- 23.4 For purposes of this Article, a position is available if the employee moving into the position meets the minimum qualifications for the position and replaces the position occupied by the least senior employee that is the equivalent FTE level. If an equivalent FTE is unavailable the employee designated for layoff shall have the option to replace the position occupied by the least senior employee.
- 23.5 Employees designated for layoff who have the right to replace another employee pursuant to this Article will be notified of their option(s) in writing in a manner that confirms receipt by the employee. Upon receiving notice from the District, the employee shall have five (5) working days from receipt of such notice to notify the District of their intent to exercise their right.

- 23.6 For purposes of this Article, seniority shall be based on the employee's date of hire at the District for the most recent period of continuous employment; provided that employees recalled from layoff shall return with the seniority they held at the time of layoff.
- 23.7 An employee replacing another employee pursuant to this Article must accept the FTE of the position into which they move.
- 23.8 No new employee shall be hired by the District into the same job classifications that have been held by employees on layoff until all available laid off employees who held such job classifications have been offered reemployment, provided the layoff period does not exceed eighteen (18) months, and the affected employees keep the District advised of their current addresses. An offer of reemployment into the employee's previous job classification shall be made in writing and sent by registered or certified mail to the employee. An employee so notified must indicate acceptance of said reemployment within three (3) working days of receipt of such notice. Unless otherwise agreed by the hiring manager, the employee must be back on the job within fourteen (14) calendar days of acceptance of the offer. Failure to indicate acceptance or return to a position within these timeframes will result in forfeiture of all callback rights under this Article.
- 23.9 Employees recalled from layoff shall be credited with their time in service prior to layoff for purposes of determining their accrual rate for general leave and their placement on the salary schedule.
- 23.10 In the event of a shutdown of state/federal government and associated elimination of District funding, the District may temporarily reduce the hours of, or furlough, employees whose positions are affected. Such temporary reductions/furloughs require a minimum of seven (7) calendar days' notice to the affected employees and the Union, and will last no longer than fourteen (14) calendar days. Employees affected by a temporary reduction/furlough under this section will not have the option to displace another employee and will not be placed on a recall list. Such employees will continue to receive medical and other insurance benefits on the terms applicable immediately prior to the temporary reduction/furlough, and will maintain the leave balances accrued at the time of the temporary reduction/layoff (e.g., general leave balances will not be cashed out). The District's use of a furlough under this Section will not reduce the notice required for a layoff described in Section 23.2. Notice of a layoff may be provided before, during or after a furlough period.

ARTICLE 24 - HIRING, PROMOTIONS, AND TRANSFER PROCEDURES

- 24.1 Whenever it is necessary to fill position vacancies, the following procedures shall be followed:
 - A description of the vacancy shall be posted for a minimum of five (5) working days on the official bulletin board at each District site.

- 24.1.2 Such description shall contain additional information describing the job and the desired qualifications.
- 24.1.3 A separate application must be made for each position, and submitted to the Human Resources Office.
- 24.1.4 An employee who is on paid leave during the posting period shall be permitted to make application within three (3) days after returning to work, unless the position has already been filled.
- 24.1.5 Preference for filling vacancies and new positions created during the life of this Agreement should be given to regular employees having the necessary qualifications, except as restricted by the layoff article of this Agreement. For the purposes of this Agreement, preference means that when all qualifications of the applicants are equal in the selection process, where there are applicants from both outside the bargaining unit and inside the bargaining unit, the District will hire the applicant from the bargaining unit.
- 24.2 Lateral transfers will be based on job knowledge, past performance, seniority, and agency needs.
- 24.3 Two types of promotions are available to District employees, noncompetitive and competitive. All promotions are based on job knowledge, past performance, and seniority.
 - 24.3.1 Noncompetitive. This type of promotion occurs through normal career growth and satisfactory performance. It is the regular progression through a classification series. Employees should check with their supervisors regarding the specific qualifications and requirements needed to accomplish this career progression.
 - 24.3.2 <u>Competitive</u>. This type of promotion occurs when a position in a higher classification opens for competitive consideration. Employees must proceed with the regular application process to be considered for this type of promotion.

ARTICLE 25 - CLASSIFICATION

- 25.1 Individual positions, or sets of duties performed by a given employee, shall be allocated to a job classification. Job classifications are written statements as to the definition, typical duties, and minimum qualifications for positions sharing common characteristics.
- 25.2 Employees working at a higher classification for training purposes should not be paid above their regular pay rate provided that this training period does not exceed three (3) months.

- 25.3 When an employee is temporarily assigned to a higher job classification, the employee shall be compensated at the higher rate of pay. An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.
- 25.4 The parties agree that classification reviews should not result in any salary downgrade for existing employees. In cases of position downgrade, salaries shall be "Y-rated" and remain in effect until changes in the salary range structure warrant an increase.
- 25.5 Requests for classification modifications shall be made only as outlined in the District's Personnel Rules/Manual.
- 25.6 Employees shall not normally be assigned duties foreign to their classification concept and specifications.

ARTICLE 26 - PROBATION AND TRIAL SERVICE PERIODS

- 26.1 Every District employee hired is subject to an initial probation period which allows both the Division Director, the employee's Program Manager, and the employee to consider the position in terms of actual experience on the job. If work performance is not acceptable, the employee may be dismissed during the probation period with one (1) day's notice. The initial probation period is the first twelve (12) months of employment, but will be automatically extended on a day-for-day basis for any periods of unpaid leave taken by the employee. Near midway in the probationary period, an evaluation of employee performance will be made. If any problems have arisen by this time, they will be noted so that through counseling the employee may more successfully complete the probation. During the initial probation period, a probationary employee may be terminated or disciplined without recourse to the grievance procedure.
- 26.2 Employees who are promoted, or transferred at their request, to a new position will serve a trial service period of three (3) months. During the trial service period, an employee may be returned to his or her most recently held position without recourse to the grievance procedure. The trial service period shall not apply to the following:
 - 26.2.1 Transfers initiated by the District;
 - 26.2.2 Transfers to a new position in the same classification; and
 - 26.2.3 Promotions/transfers to a previously held classification.

ARTICLE 27 - HEALTH AND SAFETY

27.1 The District will comply with safety standards as set forth in WISHA and OSHA.

- 27.2 The District agrees that no employee will be required to work in such a way that could constitute a hazard to the employee's health or well-being.
- 27.3 District employees who are required to carry a cellular phone for work will be provided a District-owned cellular phone for work purposes. All use of District cellular phones must be consistent with District policy.
- 27.4 The District shall provide employees with all safety equipment, protective clothing and training required by WISHA and OSHA. These requirements will depend on the potential hazards faced by individual employees. Employees required to wear work boots with an ANSI rated safety toe and/or pierce-resistant sole will be reimbursed up to one hundred seventy-five dollars (\$175) for the cost of purchasing boots. Boots will be replaced on a fair wear-and-tear basis, but no more often than every twelve (12) months, and must be worn exclusively for work activities.
- 27.5 For those field staff regularly required to perform outdoor field work during inclement weather, the District will reimburse employees up to \$200 in every two (2) year period for the purchase of waterproof rain jackets, pants and/or hats. Raingear purchased pursuant to this allowance is to be used only for work related activities.

ARTICLE 28 - SUCCESSORSHIP

- 28.1 The District agrees that if, during the term of this Agreement, another agency assumes all or part of the District's operations, excluding those operations conducted by the District through a contract, the District will notify the agency of the existence of this Agreement. Such notice will be in writing, with a copy to Local 17.
- 28.2 In the event that Kitsap County makes a formal proposal to dissolve the District, the District will notify Local 17 of that proposal as soon as practicable.

ARTICLE 29 - ENTIRE AGREEMENT

29.1 The agreement expressed herein constitutes the entire agreement between Local 17 and the District, 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 provision, unless made in writing and executed by the parties hereto as a supplement of this Agreement.

ARTICLE 30 - SAVINGS CLAUSE

30.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes of the United States of America or the State of

Washington, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 31 - SUBORDINATION OF THE AGREEMENT

31.1 It is understood that the parties hereto and the employees of the District are governed by the provisions of applicable federal and state law and local regulations. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal or state law are paramount and shall prevail.

ARTICLE 32 - EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

32.1 This Agreement shall be effective as of January 1, 2019, and shall remain in full force and effect until the 31st day of December 2021. Contract negotiations for a successor agreement may be initiated by either party by providing written notice to the other party. Unless otherwise agreed, negotiations for a successor agreement will begin no later than October 1, 2021.

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APPENDIX A

CLERICAL UNIT SALARY SCHEDULE

Effective 1/1/2019 through 12/31/2019

	****				V		
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Secretary/Clerk 1	2,393	2,513	2,639	2,771	2,910	3,056
Competitive		13.81	14.50	15.23	15.99	16.79	17.63
2	Secretary/Clerk 2	2,771	2,910	3,056	3,209	3,369	3,537
Comp/Non		15.99	16.79	17.63	18.51	19.44	20.41
3	Sr. Secretary/Clerk	3,056	3,209	3,369	3,537	3,714	3,900
Noncompetitive		17.63	18.51	19.44	20.41	21.43	22.50
4	Permit Technician 1	3,191	3,351	3,519	3,695	3,880	4,074
Competitive		18.41	19.33	20.30	21.32	22.39	23.50
5	Permit Technician 2	3,519	3,695	3,880	4,074	4,278	4,492
Competitive		20.30	21.32	22.39	23.50	24.68	25.92
6	Secretary/Clerk 3	3,369	3,537	3,714	3,900	4,095	4,300
Competitive		19.44	20.41	21.43	22.50	23.63	24.81
7	Accounting Assistant 1	3,060	3,213	3,374	3,543	3,720	3,906
Competitive		17.65	18.54	19.47	20.44	21.46	22.54
8	Accounting Assistant 2	3,369	3,537	3,714	3,900	4,095	4,300
Comp/Non		19.44	20.41	21.43	22.50	23.63	24.81
9	Sr. Accounting Assistant	3,714	3,900	4,095	4,300	4,515	4,741
Noncompetitive		21.43	22.50	23.63	24.81	26.05	27.35
10	Secretary/Clerk 4	3,750	3,938	4,135	4,342	4,559	4,787
Competitive		21.64	22.72	23.86	25.05	26.30	27.62

CLERICAL UNIT SALARY SCHEDULE

Effective 1/1/2020 through 12/31/2020

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Secretary/Clerk 1	2,453	2,575	2,704	2,839	2,981	3,130
Competitive		14.15	14.86	15.60	16.38	17.20	18.06
2	Secretary/Clerk 2	2,839	2,981	3,130	3,287	3,451	3,624
Comp/Non		16.38	17.20	18.06	18.96	19.91	20.91
3	Sr. Secretary/Clerk	3,130	3,287	3,451	3,624	3,805	3,995
Noncompetitive		18.06	18.96	19.91	20.91	21.95	23.05
4	Permit Technician 1	3,271	3,434	3,606	3,786	3,975	4,174
Competitive		18.87	19.81	20.80	21.84	22.93	24.08
5	Permit Technician 2	3,606	3,786	3,975	4,174	4,383	4,602
Competitive		20.80	21.84	22.93	24.08	25.29	26.55
6	Secretary/Clerk 3	3,451	3,624	3,805	3,995	4,195	4,405
Competitive		19.91	20.91	21.95	23.05	24.20	25.41
7	Accounting Assistant 1	3,137	3,293	3,458	3,631	3,813	4,004
Competitive		18.10	19.00	19.95	20.95	22.00	23.10
8	Accounting Assistant 2	3,451	3,624	3,805	3,995	4,195	4,405
Comp/Non		19.91	20.91	21.95	23.05	24.20	25.41
9	Sr. Accounting Assistant	3,805	3,995	4,195	4,405	4,625	4,856
Noncompetitive		21.95	23.05	24.20	25.41	26.68	28.02
10	Secretary/Clerk 4	3,844	4,036	4,238	4,450	4,673	4,907
Competitive	*****	22.18	23.29	24.45	25.67	26.96	28.31

CLERICAL UNIT SALARY SCHEDULE Effective 1/1/2021 through 12/31/2021

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Secretary/Clerk 1	2,514	2,640	2,772	2,911	3,057	3,210
Competitive		14.50	15.23	15.99	16.79	17.64	18.52
2	Secretary/Clerk 2	2,911	3,057	3,210	3,371	3,540	3,717
Comp/Non		16.79	17.64	18.52	19.45	20.42	21.44
3	Sr. Secretary/Clerk	3,210	3,371	3,540	3,717	3,903	4,098
Noncompetitive		18.52	19.45	20.42	21.44	22.52	23.64
4	Permit Technician 1	3,353	3,520	3,696	3,881	4,075	4,279
Competitive		19.34	20.31	21.32	22.39	23.51	24.69
5	Permit Technician 2	3,696	3,881	4,075	4,279	4,493	4,718
Competitive		21.32	22.39	23.51	24.69	25.92	27.22
6	Secretary/Clerk 3	3,540	3,717	3,903	4,098	4,303	4,518
Competitive		20.42	21.44	22.52	23.64	24.83	26.07
7	Accounting Assistant 1	3,215	3,376	3,545	3,722	3,908	4,103
Competitive		18.55	19.48	20.45	21.47	22.55	23.67
8	Accounting Assistant 2	3,540	3,717	3,903	4,098	4,303	4,518
Comp/Non		20.42	21.44	22.52	23.64	24.83	26.07
9	Sr. Accounting Assistant	3,903	4,098	4,303	4,518	4,744	4,981
Noncompetitive		22.52	23.64	24.83	26.07	27.37	28.74
10	Secretary/Clerk 4	3,940	4,137	4,344	4,561	4,789	5,028
Competitive		22.73	23.87	25.06	26.31	27.63	29.01

APPENDIX B ENVIRONMENTAL HEALTH UNIT SALARY SCHEDULE Effective 1/1/2019 through 12/31/2019

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	EH Technician 1	3,143	3,300	3,465	3,638	3,820	4,011	4,212	4,423
Competitive		18.13	19.04	19.99	20.99	22.04	23.14	24.30	25.52
2	EH Technician 2	3,465	3,638	3,820	4,011	4,212	4,423	4,644	4,876
Comp/Non		19.99	20.99	22.04	23.14	24.30	25.52	26.79	28.13
3	EH Specialist 1	3,820	4,011	4,212	4,423	4,644	4,876	5,120	5,376
Competitive		22.04	23.14	24.30	25.52	26.79	28.13	29.54	31.02
4	EH Specialist 2	4,212	4,423	4,644	4,876	5,120	5,376	5,645	5,927
Comp/Non		24.30	25.52	26.79	28.13	29.54	31.02	32.57	34.19
5	EH Specialist 2 - RS	4,423	4,644	4,876	5,120	5,376	5,645	5,927	6,223
Comp/Non		25.52	26.79	28.13	29.54	31.02	32.57	34.19	35.90
6	Senior EH Specialist	4,670	4,904	5,149	5,406	5,676	5,960	6,258	6,571
Noncompetitive		26.94	28.29	29.71	31.19	32.75	34.39	36.10	37.91
7	EH Specialist 3	5,117	5,373	5,642	5,924	6,220	6,531	6,858	7,201
Competitive		29.52	31.00	32.55	34.18	35.89	37.68	39.57	41.55

ENVIRONMENTAL HEALTH UNIT SALARY SCHEDULE Effective 1/1/2020 through 12/31/2020

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	EH Technician 1	3,222	3,383	3,552	3,730	3,917	4,113	4,319	4,535
Competitive		18.59	19.52	20.49	21.52	22.60	23.73	24.92	26.16
2	EH Technician 2	3,552	3,730	3,917	4,113	4,319	4,535	4,762	5,000
Comp/Non		20.49	21.52	22.60	23.73	24.92	26.16	27.47	28.85
3	EH Specialist 1	3,917	4,113	4,319	4,535	4,762	5,000	5,250	5,513
Competitive		22.60	23.73	24.92	26.16	27.47	28.85	30.29	31.81
4	EH Specialist 2	4,319	4,535	4,762	5,000	5,250	5,513	5,789	6,078
Comp/Non		24.92	26.16	27.47	28.85	30.29	31.81	33.40	35.07
5	EH Specialist 2 - RS	4,535	4,762	5,000	5,250	5,513	5,789	6,078	6,382
Comp/Non		26.16	27.47	28.85	30.29	31.81	33.40	35.07	36.82
6	Senior EH Specialist	4,787	5,026	5,277	5,541	5,818	6,109	6,414	6,735
Noncompetitive		27.62	29.00	30.44	31.97	33.57	35.24	37.00	38.86
7	EH Specialist 3	5,245	5,507	5,782	6,071	6,375	6,694	7,029	7,380
Competitive		30.26	31.77	33.36	35.03	36.78	38.62	40.55	42.58

ENVIRONMENTAL HEALTH UNIT SALARY SCHEDULE Effective 1/1/2021 through 12/31/2021

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	EH Technician 1	3,302	3,467	3,640	3,822	4,013	4,214	4,425	4,646
Competitive		19.05	20.01	21.00	22.05	23.16	24.32	25.53	26.81
2	EH Technician 2	3,640	3,822	4,013	4,214	4,425	4,646	4,878	5,122
Comp/Non		21.00	22.05	23.16	24.32	25.53	26.81	28.15	24.59
3	EH Specialist 1	4,013	4,214	4,425	4,646	4,878	5,122	5,378	5,647
Competitive		23.16	24.32	25.53	26.81	23.42	29.56	31.03	32.59
4	EH Specialist 2	4,425	4,646	4,878	5,122	5,378	5,647	5,929	6,225
Comp/Non		25.53	26.81	23.42	24.59	25.82	32.59	34.21	35.92
5	EH Specialist 2 - RS	4,646	4,878	5,122	5,378	5,647	5,929	6,225	6,536
Comp/Non		26.81	23.42	24.59	25.82	32.59	28.47	35.92	31.39
6	Senior EH Specialist	4,906	5,152	5,410	5,681	5,965	6,263	6,576	6,905
Noncompetitive		28.31	29.73	31.22	32.78	34.42	36.14	37.95	39.84
7	EH Specialist 3	5,376	5,645	5,927	6,223	6,534	6,861	7,204	7,564
Competitive		31.02	32.57	34.20	35.91	37.70	39.59	41.57	43.65

APPENDIX C

REGISTERED NURSE UNIT SALARY SCHEDULE

Effective 1/1/2019 through 12/31/2019

Classification*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	4,383	4,602	4,832	5,074	5,328	5,594	5,874	6,168
	25.29	26.55	27.88	29.27	30.74	32.27	33.89	35.59
PHN	4,742	4,979	5,228	5,489	5,763	6,051	6,354	6,672
	27.36	28.73	30.16	31.67	33.25	34.91	36.66	38.49
PHN-AP	4,979	5,228	5,489	5,763	6,051	6,354	5,874 33.89 6,354 36.66 6,672 38.49 7,356 42.44 8,042	7,006
	28.73	30.16	31.67	33.25	34.91	36.66	38.49	40.42
PHN Supervisor	5,489	5,763	6,051	6,354	6,672	7,006	7,356	7,724
	31.67	33.25	34.91	36.66	38.49	40.42	42.44	44.56
PHN-ARNP	D	8,444						
	34.62	36.35	38.17	40.08	42.08	44.19	46.40	48.72

\$0.25 per hour will be added for continuing proof of ANA certification in public health or other job-specific specialty (i.e., MCH).

RN:

Registered Nurse

PHN:

Public Health Nurse

PHN-AP:

Public Health Nurse - Advanced Practice

PHN Supervisor: Public Health Nurse Supervisor

PHN-ARNP:

Public Health Nurse - Advanced Registered Nurse Practitioner

REGISTERED NURSE UNIT SALARY SCHEDULE

Effective 1/1/2020 through 12/31/2020

Classification*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	4,493	4,717	4,953	5,201	5,461	5,734	6,021	6,322
	25.92	27.21	28.58	30.01	31.51	33.08	34.74	36.47
PHN	4,861	5,104	5,359	5,627	5,908	6,203	6,513	6,839
	28.04	29.45	30.92	32.46	34.09	35.79	37.58	39.46
PHN-AP	5,104	5,359	5,627	5,908	6,203	6,513	6,839	7,181
	29.45	30.92	32.46	34.09	35.79	37.58	39.46	41.43
PHN Supervisor	5,627	5,908	6,203	6,513	6,839	7,181	7,540	7,917
	32.46	34.09	35.79	37.58	39.46	41.43	43.50	45.68
PHN-ARNP	6,151.03	6,459.00	6,782.00	7,121.00	7,477.00	7,851.00	8,244.00	8,656.00
	35.49	37.26	39.13	41.08	43.14	45.30	47.56	49.94

\$0.25 per hour will be added for continuing proof of ANA certification in public health or other job-specific specialty (i.e., MCH).

RN:

Registered Nurse

PHN:

Public Health Nurse

PHN-AP:

Public Health Nurse - Advanced Practice

PHN Supervisor: Public Health Nurse Supervisor

PHN-ARNP:

Public Health Nurse - Advanced Registered Nurse Practitioner

REGISTERED NURSE UNIT SALARY SCHEDULE

Effective 1/1/2021 through 12/31/2021

Classification*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	4,605	4,835	5,077	5,331	5,598	5,878	Step 7 6,172 35.61 6,677 38.52 7,011 40.45	6,481
	26.57	27.89	29.29	30.76	32.30	33.91	35.61	37.39
PHN	4,982	5,231	5,493	5,768	6,056	6,359	6,677	7,011
	28.74	30.18	31.69	33.28	34.94	36.69	38.52	40.45
PHN-AP	5,231	5,493	5,768	6,056	6,359	6,677	7,011	7,362
	30.18	31.69	33.28	34.94	36.69	38.52		42.47
PHN Supervisor	5,768	6,056	6,359	6,677	7,011	7,362	7,730	8,117
	33.28	34.94	36.69	38.52	40.45	42.47	44.60	46.83
PHN-ARNP	6,305	6,620	6,951	7,299	7,664	8,047	8,449	8,871
	36.37	38.19	40.10	42.11	44.22	46.43	48.75	51.18

\$0.25 per hour will be added for continuing proof of ANA certification in public health or other job-specific specialty (i.e., MCH).

RN:

Registered Nurse

PHN:

Public Health Nurse

PHN-AP:

Public Health Nurse - Advanced Practice

PHN Supervisor: Public Health Nurse Supervisor

PHN-ARNP:

Public Health Nurse - Advanced Registered Nurse Practitioner

APPENDIX D **HEALTH PROFESSIONAL AND TECHNICAL UNIT SALARY SCHEDULE** Effective 1/1/2019 through 12/31/2019

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
HPT-1	Custodian	2,537	2,664	2,797	2,937	3,084	3,238
		14.64	15.37	16.14	16.94	17.79	18.68
HPT-2	Custodian/Maintenance	3,030	3,182	3,341	3,508	3,683	3,867
		17.48	18.36	19.28	20.24	21.25	22.31
НРТ-3	Community Health Worker	3,092	3,247	3,409	3,579	3,758	3,946
	Health Services Worker	17.84	18.73	19.67	20.65	21.68	22.77
HPT-4	Licensed Practical Nurse 1	3,060	3,213	3,374	3,543	3,720	3,906
		17.65	18.54	19.47	20.44	21.46	22.54
HPT-5	Licensed Practical Nurse 2	3,374	3,543	3,720	3,906	4,101	4,306
		19.47	20.44	21.46	22.54	23.66	24.84
HPT-6	Social Worker 1	3,835	4,027	4,228	4,439	4,661	4,894
	Disease Intervention Spec	22.13	23.23	24.39	25.61	26.89	28.24
HPT-7	Social Worker 2	4,545	4,772	5,011	5,262	5,525	5,801
		26.22	27.53	28.91	30.36	31.88	33.47
HPT-8	Social Worker 3	5,262	5,525	5,801	6,091	6,396	6,716
		30.36	31.88	33.47	35.14	36.90	38.75
HPT-9	Public Health Educator	4,106	4,311	4,527	4,753	4,991	5,241
		23.69	24.87	26.12	27.42	28.79	30.24
HPT-10	Community Liaison	4,709	4,944	5,191	5,451	5,724	6,010
	Outreach & Educ Coord	27.17	28.52	29.95	31.45	33.02	34.67
HPT-11	Laboratory Assistant	3,092	3,247	3,409	3,579	3,758	3,946
		17.84	18.73	19.67	20.65	21.68	22.77
HPT-12	Laboratory Specialist	4,119	4,325	4,541	4,768	5,006	5,256
		23.76	24.95	26.20	27.51	28.88	30.32
HPT-13	Clinic Practitioner 1/PA	5,659	5,942	6,239	6,551	6,879	7,223
		32.65	34.28	35.99	37.79	39.69	41.67
HPT-14	Info Technology Specialist 1	3,709	3,894	4,089	4,293	4,508	4,733
		21.40	22.47	23.59	24.77	26.01	27.31
HPT-15	Info Technology Specialist 2	4,733	4,970	5,219	5,480	5,754	6,042
		27.31	28.67	30.11	31.62	33.20	34.86
HPT-16	Info Technology Specialist 3	5,219	5,480	5,754	6,042	6,344	6,661
		30.11	31.62	33.20	34.86	36.60	38.43
HPT-17	Info Technology Specialist 4	5,754	6,042	6,344	6,661	6,994	7,344
·	**************************************	33.20	34.86	36.60	38.43	40.35	42.37

HEALTH PROFESSIONAL AND TECHNICAL UNIT SALARY SCHEDULE Effective 1/1/2020 through 12/31/2020

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
HPT-1	Custodian	2,600	2,730	2,867	3,010	3,161	3,319
		15.00	15.75	16.54	17.37	18.24	19.15
HPT-2	Custodian/Maintenance	3,106	3,261	3,424	3,595	3,775	3,964
		17.92	18.81	19.75	20.74	21.78	22.87
HPT-3	Community Health Worker	3,169	3,328	3,494	3,669	3,852	4,045
	Health Services Worker	18.28	19.20	20.16	21.17	22.22	23.34
HPT-4	Licensed Practical Nurse 1	3,137	3,293	3,458	3,631	3,813	4,004
		18.10	19.00	19.95	20.95	22.00	23.10
HPT-5	Licensed Practical Nurse2	3,458	3,631	3,813	4,004	4,204	4,414
		19.95	20.95	22.00	23.10	24.25	25.47
HPT-6	Social Worker 1	3,931	4,127	4,333	4,550	4,778	5,017
	Disease Intervention Spec	22.68	23.81	25.00	26.25	27.57	28.94
HPT-7	Social Worker 2	4,659	4,892	5,137	5,394	5,664	5,947
		26.88	28.22	29.64	31.12	32.68	34.31
HPT-8	Social Worker 3	5,394	5,664	5,947	6,244	6,556	6,884
		31.12	32.68	34.31	36.02	37.82	39.72
HPT-9	Public Health Educator	4,209	4,419	4,640	4,872	5,116	5,372
		24.28	25.49	26.77	28.11	29.52	30.99
HPT-10	Community Liaison	4,827	5,068	5,321	5,587	5,866	6,159
	Outreach & Educ Coord	27.85	29.24	30.70	32.23	33.84	35.53
HPT-11	Laboratory Assistant	3,169	3,328	3,494	3,669	3,852	4,045
		18.28	19.20	20.16	21.17	22.22	23.34
HPT-12	Laboratory Specialist	4,222	4,433	4,655	4,888	5,132	5,389
		24.36	25.58	26.86	28.20	29.61	31.09
HPT-13	Clinic Practitioner 1/PA	5,800	6,090	6,395	6,715	7,051	7,404
		33.46	35.14	36.89	38.74	40.68	42.72
HPT-14	Info Technology Specialist 1	3,802	3,992	4,192	4,402	4,622	4,853
		21.93	23.03	24.19	25.40	26.67	28.00
HPT-15	Info Technology Specialist 2	4,853	5,096	5,351	5,619	5,900	6,195
		28.00	29.40	30.87	32.42	34.04	35.74
HPT-16	Info Technology Specialist 3	5,351	5,619	5,900	6,195	6,505	6,830
		30.87	32.42	34.04	35.74	37.53	39.40
HPT-17	nfo Technology Specialist 4	5,900	6,195	6,505	6,830	7,172	7,531
		34.04	35.74	37.53	39.40	41.38	43.45

HEALTH PROFESSIONAL AND TECHNICAL UNIT SALARY SCHEDULE Effective 1/1/2021 through 12/31/2021

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
HPT-1	Custodian	2,665	2,799	2,939	3,086	3,240	3,402
		15.38	16.15	16.96	17.80	18.69	19.63
HPT-2	Custodian/Maintenance	3,183	3,343	3,510	3,686	3,870	4,064
		18.37	19.29	20.25	21.27	22.33	23.45
HPT-3	Community Health Worker	3,249	3,411	3,582	3,761	3,949	4,146
	Health Services Worker	18.74	19.68	20.67	21.70	22.78	23.92
HPT-4	Licensed Practical Nurse 1	3,215	3,376	3,545	3,722	3,908	4,103
<u> </u>		18.55	19.48	20.45	21.47	22.55	23.67
HPT-5	Licensed Practical Nurse 2	3,545	3,722	3,908	4,103	4,308	4,523
ļ		20.45	21.47	22.55	23.67	24.85	26.09
HPT-6	Social Worker 1	4,029	4,231	4,443	4,665	4,898	5,143
	Disease Intervention Spec	23.25	24.41	25.63	26.91	28.26	29.67
HPT-7	Social Worker 2	4,775	5,014	5,265	5,528	5,804	6,094
		27.55	28.93	30.38	31.89	33.49	35.16
HPT-8	Social Worker 3	5,528	5,804	6,094	6,399	6,719	7,055
		31.89	33.49	35.16	36.92	38.76	40.70
нрт-9	Public Health Educator	4,314	4,530	4,757	4,995	5,245	5,507
		24.89	26.14	27.44	28.82	30.26	31.77
HPT-10	Community Liaison	4,947	5,195	5,455	5,728	6,014	6,315
	Outreach & Educ Coord	28.54	29.97	31.47	33.05	34.70	36.43
HPT-11	Laboratory Assistant	3,249	3,411	3,582	3,761	3,949	4,146
		18.74	19.68	20.67	21.70	22.78	23.92
HPT-12	Laboratory Specialist	4,328	4,544	4,771	5,010	5,261	5,524
<u></u>		24.97	26.22	27.53	28.90	30.35	31.87
HPT-13	Clinic Practitioner 1/PA	5,945	6,243	6,555	6,883	7,227	7,588
		34.30	36.02	37.82	39.71	41.70	43.78
HPT-14	Info Technology Specialist 1	3,897	4,092	4,297	4,512	4,738	4,975
		22.48	23.61	24.79	26.03	27.34	28.70
HPT-15	Info Technology Specialist 2	4,975	5,224	5,485	5,759	6,047	6,349
		28.70	30.14	31.64	33.23	34.89	36.63
HPT-16	Info Technology Specialist 3	5,485	5,759	6,047	6,349	6,666	6,999
		31.64	33.23	34.89	36.63	38.46	40.38
HPT-17	Info Technology Specialist 4	6,047	6,349	6,666	6,999	7,349	7,716
		34.89			•	•	.,

Dated this 14th day of DECEMBER, 2	018.
Professional & Technical Employees, Local 17	Kitsap Public Health District
any Marc	My
Executive Director, Local 17 Acting	Chair, Kitsan Public Health Board
Union Representative, Local 17	Administrator
Employee Representative	
Employee Representative	
Employee Representative	
Employee Representative	

Memorandum of Understanding

This Memorandum of Understanding is reached between the Professional and Technical Engineers, Local 17 ("Local 17"), and Kitsap Public Health District (the "District"), to memorialize agreement reached during negotiations for a collective bargaining agreement covering the period beginning January 1, 2019 (the "Agreement").

Now, therefore, the parties agree as follows:

- 1. Part-time employees of the District hired prior to July 1, 1981, who work 50% FTE or more, have historically received the same contribution to health insurance premiums that full-time employees receive. The parties have removed from the Agreement words memorializing this arrangement due to the anticipated retirement of Lori Werdall, the last eligible part-time employee still employed by the District. The parties agree that Ms. Werdall will continue to receive the full-time employee contribution to health insurance premiums until her retirement.
- 2. The length of the probationary period served by new employees has been changed in the Agreement. The parties agree that the new provisions regarding probation, included in Section 26.1 of the Agreement, will apply to employees hired on or after January 1, 2019, or the effective date of the Agreement, whichever is later. For employees currently serving a probation period as of December 31, 2018, the probation period will remain six (6) months in length, but may be extended by the District to a maximum of nine (9) months where specific circumstances warrant.

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Signed and Dated this 4th	_day of Decom 34/L
Kitsap Public Health/District	Professional and Technical Engineers, Local 17
By Keith Grellner, RS	By JEFF FEAZIER
Its Administrator	ItS UNION REPRESENTATIVE