

AGREEMENT

between

**Professional and Technical Employees,
Local 17**

And

Yakima County Health District

**Effective January 1, 2018 through
December 31, 2020**

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PREAMBLE

THIS AGREEMENT entered into by YAKIMAHEALTH DISTRICT, hereinafter referred to as the “Employer”, and the PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Employees, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

- 1.1 In accordance with RCW 41.56, Yakima Health District recognizes the Professional and Technical Employees, as the exclusive representative for all Employees within the bargaining unit whose job classifications are listed in the attached exhibit.

ARTICLE 2 DEFINITIONS

- 2.1 The following definitions apply throughout the contract unless the context indicates another meaning:
- (a) **Anniversary Date**: Original date of hire into Yakima Health District service as adjusted by leave without pay or break in service once an employee has completed their 6-month probationary period.
 - (b) **Call Back**: Employees required to leave home to work outside the regular work schedule.
 - (c) **Seniority**: Seniority shall be defined as all accumulated time in any classification that is currently represented by the bargaining unit. Seniority shall not be established until after completion of the probationary period.
 - (d) **Discipline**: An interaction between the Employer and Employees which may result in a verbal warning, written reprimand, suspension and/or termination.
 - (e) **Holidays**: Paid non-work days for Employees as established and as provided in Article XVII of this Agreement.
 - (f) **Immediate Family**: For the purpose of determining immediate family, this term includes persons related by blood, marriage, legal adoption or guardianship, specifically limited to the following individuals: spouse, registered domestic partner; children; foster children, parent; parent-in-

law; grandparent, sibling, registered partner or spouse of a sibling, or grandchild.

- (g) **On-Call Pay:** Additional compensation for an Employee who is required to be available for work, outside normal work hours.
- (h) **Out of Classification Pay:** Additional compensation for an Employee who is performing the duties of a higher classification.
- (i) **Overtime Pay:** Work authorized in excess of forty (40) hours per week.
- (j) **Per Diem:** An employee hired to work during the absence of a regular Employee or employment necessitated by emergencies or work load peaks. Said Employees will receive a base hourly rate of pay for work performed and are not entitled to any other benefits. Per Diem Employees are not in the bargaining unit and are not covered by this Agreement.
- (k) **Position:** A group of duties and responsibilities normally assigned to an Employee.
- (l) **Probationary Period:** The initial period of employment, not to exceed six (6) months, unless extended by agreement between the Employer and the Employee, during which an Employee may be terminated without cause.
- (m) **Pay-For-Performance:** Upon the completion of the employee's 10th year of service, the employee and his/her supervisor will establish performance goals the employee will be responsible for accomplishing during the subsequent year. At the conclusion of the year, the employee and supervisor will meet to discuss the employee's success in accomplishing the goals, and the supervisor will recommend to the Chief Operating Officer that the employee may receive a salary step increase in the amount of 0-3%.
- (n) **Regular Full-time:** An employee hired in a regular position to work (40) hours per week who has successfully completed a probationary period.
- (o) **Regular Part-time (20 hours or more):** An Employee hired in a regular position to work twenty (20) hours or more per week who has successfully completed a probationary period.
- (p) **Regular Part-time (Less than 20 hours):** An Employee hired in a regular position to work less than twenty (20) hours per week.
- (q) **Temporary:** Temporary Employees are persons hired for a period not to exceed two (2) years, who do earn seniority rights, but otherwise are treated under Agreement like any other regular Employees.

ARTICLE 3
MAINTENANCE OF MEMBERSHIP

- 3.1 It shall be a condition of employment that all regular Employees in the bargaining unit covered by the agreement who are members of the Union remain members in good standing of the Union or agree to pay the Union an agency fee. It shall also be a condition of employment that all Employees covered by this agreement who are hired on or after its effective date shall within thirty (30) days following commencement of such employment become and remain members in good standing in the Union or agree to pay the Union an agency fee. Good standing is herein defined as the tendering of Union dues or an agency fee on a timely basis.
- 3.2 Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the Employee fulfills the membership obligations set forth in this Agreement.
- 3.3 Any Employee who is a member of and adheres to established and, traditional tenants or teaching of a bona fide religion, body, or sect while has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an Employee shall, in lieu of dues and fees, pay sums equal to such duties and fees to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and mutually agreed to by the Employee and the Union.
- 3.4 The Employer shall make newly hired Employees aware of the membership conditions of employment, at the time of hire.
- 3.5 The Employer agrees to deduct (once monthly) Union dues from the pay of those Employees who individually request such deductions in writing. The amounts deducted shall be computed using the formula on the employees' dues deduction authorization form provided by the Union, and the aggregate deductions of all Employees shall be remitted, together with an itemized statement, to International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, 2900 Eastlake Ave. East, Suite #300, Seattle, Washington 98102.

ARTICLE 4
EMPLOYER RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority in conformity with the terms of this Agreement whenever possible. All matters not expressly covered by the language of this Agreement, or other written agreements with the Union, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine.
- 4.2 The Employer's prerogatives include, but are not limited to, the following matters:
- (a) The right to establish lawful work rules and procedures.
 - (b) The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of public interest.
 - (c) The right to hire, transfer, lay off and promoted Employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
 - (d) The right to discipline, suspend or discharge an Employee for just cause in accordance with the provisions of this Agreement.
 - (e) The right to determine the size and composition of the work force and to assign Employees to work locations. The District will seek to minimize the hardship on Employees caused by work locations changes.
 - (f) The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the Employee when requested by Supervisor.
 - (g) The right to take actions as may be necessary to carry out Employer services in emergencies.
- 4.3 The retention of these rights by the Employer shall not impair the Employee's right to invoke the grievance procedures set forth in this Agreement, nor to obtain redress thereof.

ARTICLE 5
EMPLOYEE RIGHTS

- 5.1 Employees may request the presence of a union representative in any meeting between the Employer and Employee, if said meeting is called for disciplinary consideration and/or reason.

- 5.2 An Employee, or their Union representative, shall have the right, upon the Employee's written request, to inspect his/her personnel file within one (1) working day following the request. No adverse materials referring to the Employee's competence shall be placed in the file without the Employee's knowledge and the opportunity to attach his/her comments, or insert other material relating thereto. A copy of the material to be placed in the Personnel file shall be given to the Employee.
- 5.3 Safe and healthy working conditions are recognized as mutually beneficial to Employees and the Employer. Employees may report what they believe to be an unsafe and/or healthy working condition to the Employer. The Employer shall investigate and report the results of the investigation of the alleged unsafe working conditions to the Safety Committee. Unresolved safety issues may be processed as a grievance.
- 5.4 To the extent practical, work rules and policies shall be provided to Employees in writing and they shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, Employees shall be notified in writing, and the new rule of procedure shall be posted prominently on appropriate bulletin boards for a period of seven (7) calendar days before becoming effective, except for changes of an emergency nature.
- 5.5 Performance standards used to measure Employee performance shall be reasonable and uniformly applied.

ARTICLE 6 **NON-DISCRIMINATION**

- 6.1 There shall be no discrimination by the Employer or the Union against any Employee or applicant for employment based upon membership or non-membership in the union, race, religious creed, sex, sexual orientation, gender identity, veteran status, color, national origin, age, marital status, sensory, mental or physical disability. Based on a bona fide occupational qualification. There shall be no discrimination against any Employee who provides service to the Union, as an authorized representative, in negotiating or administering provisions of this Agreement.

No Employee shall be pressured to support any political candidate or issue.

ARTICLE 7
UNION-MANAGEMENT RELATIONS

- 7.1 Union/management meetings may be schedule, at which time matters involving wages, hours and working conditions affecting Employees covered by this Agreement will be discussed. Meetings may be schedule at a mutually agreeable time, but not later than fifteen (15) working days from the date of request for a meeting. Such requests shall be in writing and contain the items at issue. The request shall be sent to the Health Executive Director.
- 7.2 Collective Bargaining: Employees representing the Union, not exceeding two (2) in number shall be granted to release time from work without loss of pay for collective bargaining sessions if said sessions take place during normal working hours. If collective bargaining sessions take place outside of normal working hours, Employees shall not receive compensation for said time.

ARTICLE 8
JOB POSTING/PROMOTIONS/CLASSIFICATIONS

- 8.1 **Job Posting:** If the Employer determines the need to fill a vacancy or new position, said opening shall be posted for ten (10) calendar days, with copies of the job announcement to be distributed to all regular Employees and a copy posted on the Employee bulletin board. Any Employee on authorized leave may make application within three (3) days after returning to work, provided that application is received in the Human Resources Representative's office not more than fifteen (15) days after the vacancy is first posted.

Decisions on filling vacancies shall be recommended by an interview panel consisting of a minimum of one supervisor and member of the bargaining unit. Filling of vacancies shall be based on seniority; qualifications and performance evaluations. Employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted to Human Resources Office on or before the closing date. Insofar as is practical, first consideration will be given to Employees within the District. In event the vacancy cannot be filled by qualified applicants currently employed by the District, selection may be made from applicants from the general public.

- 8.2 **Promotions/Position Changes:** Insofar as practical, first consideration shall be given to Employees within the Yakima Health District when promotional/position vacancies occur. In the event the vacancy cannot be filled by qualified applicants

currently employed, selection may be made from applicants from the general public.

- (a) Filling of vacancies shall be based on seniority, qualifications and performance evaluation. Where performance evaluations and qualifications are relatively equal applicants, seniority shall apply.
- (b) An Employee who is promoted shall complete a six (6) month work performance probationary period.
- (c) Employees assuming promotional positions will be notified of performance deficiencies in a timely manner and given the opportunity to correct deficiencies.
- (d) An Employee may revert to a vacant position in the former position, if available.

8.3 **Job Classifications:** Individual positions or sets of tasks and duties performed by an Employee shall be allocated to a job classification. Job classifications are written statements as to the definition, typical duties and minimum qualifications for positions with common characteristics.

- (a) Employees shall not normally be assigned duties foreign to their job classification.
- (b) Job classifications and salaries thereto shall be those in effect at the signing of this Agreement, unless changes are agreed to in writing by both the Employer and the Union.
- (c) **Out of Classification Pay:** Employees performing the duties of a higher position working in excess of five (5) working days shall be compensated at the entrance step of the higher position.

ARTICLE 9 **INSURANCE PROGRAMS**

9.1 For calendar year 2018- 2020 the Employer contribution toward group medical, dental, vision and life coverage shall be as follows:

Effective January 1, 2018, the Health District will pay insurance coverage, on the behalf of the employee, up to the amount of the cost of the Kaiser Permanente Classic plan, not to exceed \$1,000 for the duration of the current contract. In 2018, the Health District will pay the premium of \$879 dollar per month. In addition, the Health District will contribute:

\$100 for child(ren) coverage

\$150 for spouse coverage

\$200 for full family

The total fees the District will contribute to health care coverage for the employee and his/her family will not exceed \$1,200 per month for the employee and family for the duration of the contract.

The Health District will continue to offer health care coverage, medical, dental, vision, and life coverage under the Public Employees Benefits Board ("PEBB").

- 9.2 State Industrial insurance will also be provided. The Employer and the Employee will each pay a portion of the premiums as established by the State Department of Labor and Industries for the Employer's job classification.
- 9.3 The Employer agrees to maintain coverage under the Washington State Public Employee Retirement System, OASI, and Washington State Unemployment Insurance and the Workmen's Compensation Act. The District also agrees to maintain liability insurance which provides the District Employees named insured status while in the scope of their employment.

ARTICLE 10 **TRAVEL ALLOWANCE AND PARKING**

- 10.1 The Employer agrees to provide transportation or to reimburse Employees for use of their own automobiles on District business.
- 10.2 District vehicles will be assigned based on estimated mileage to be driven. An employee required to travel to a public health investigation shall have priority to use YHD vehicles. Vouchers supporting requested mileage reimbursement shall be submitted by the employee to accounting, at least once monthly.
- 10.3 Mileage reimbursement shall be paid at the rate approved by the I.R.S. prospectively, after the data such increase is announced by the I.R.S., for Employees who are required to drive their own vehicles on District business.
- 10.4 Employees required to travel to a location other than his/her normal work site to perform his/her duties shall be allowed sufficient time to travel within normal hours; except when permitted for the convenience of the Employee.

ARTICLE 11
LABOR MANAGEMENT COMMITTEE

- 11.1 A separate Labor Management Committee shall be established for Management and union represented employees. Two representatives elected from the bargaining unit, two representatives of management will meet as indicated in the Labor Management Guidelines. The purpose of the committee is to foster improved communications and relations within the agency and to assist with problem solving, client concerns, and personnel matter such as reclassifications, organizational change, program development and implementation, etc. The parties understand the employee will have first raised such issues with their supervisor and/or appropriate management staff. It is understood that all final decisions as to such matters including reclassification requests rests with the Board; provided that if there is any conflict between the Labor Management Committee recommendations and this contract, the terms of the contract agreement shall prevail.
- 11.2 Labor Management meetings are not intended to include topics which are subject to collective bargaining, therefore, they will include only Employees, shop stewards and management staff. Employees shall be allowed to attend Labor Management meeting without penalty; during normal work hours.

ARTICLE 12
IN-SERVICE TRAINING

- 12.1 At the discretion of the Executive Director, leaves with or without pay may be granted for attending professional meetings, conventions, symposia, workshops, college short courses, etc. Requests for in-service denied for other than budgetary reasons may be reviewed by the Labor Management Committee.

ARTICLE 13
HOURS OF WORK

- 13.1 The basic work week shall begin at 12:00 a.m. Saturday, and end at 11:59 p.m. Friday.
- 13.2 A full time Employee's hours of work within the week shall ordinarily consist of forty (40) hours.
- 13.3 A minimum of a 30-minute lunch period shall be provided within each regular working day.

- 13.4 All Employee's work schedules shall provide for a 15-minute rest period during each half day work period.
- 13.5 Individual Employee's daily and weekly work schedules shall be that which is mutually agreeable to the Employee and his/her supervisor. Employees with this bargaining unit have reason to occasionally work on weekends. Subject to the limitations of the Fair Labor Standards Act, and the other applicable law, the parties agree to work together to develop mutually convenient schedules so that weekend work can be covered. To the greatest practical extent, the parties will develop schedules which do not require any individual Employee to work more than fifteen (15) hours per month on weekends without his/her agreement.

ARTICLE 14 **OVERTIME COMPENSATION**

- 14.1 Overtime is work in excess of forty (40) hours during a work week. Overtime compensation will be paid at the rate of one and one half time the Employee's basic rate of pay.
- 14.2 Opportunity for overtime work will be assigned as equitably as possible. Employees may decline overtime work assignments, except in emergency.
- 14.3 Holidays and paid leaves shall be counted as time worked for the purpose of computing overtime.
- 14.4 Accumulated overtime may be taken as time off ("comp time") within sixty (60) days from the date of accrual; otherwise, it will automatically be paid the following pay period.

ARTICLE 15 **PREMIUM PAY**

- 15.1 **On Call Pay:** Additional compensation for an Employee who is required to be available for work outside normal work hours. Employees designated by management to be "on call" will be paid an additional \$2.75 per hour while on "on-call" status.
- 15.2 **Call Back Pay:** Employees scheduled to be "on call" who are required to leave home to work outside the regular work schedule will be compensated at the regular hourly rate for a minimum of two (2) hours. Employees who are not

scheduled to be “on call”, and are required to leave home to work outside the regular work schedule will be compensated at the rate of one and one-half (1 ½) times the regular hourly rate for time worked, for a minimum of two (2) hours.

15.3 **Shift Differential:** The employer agrees to pay shift differential for scheduled work hours approved in advance by the employee’s supervisor as follows:

Outside regular hours shift differential (7:01 p.m. to 5:50 a.m.)	\$1.40/hr.
Weekends (Midnight Friday to Midnight Sunday)	\$3.00/hr.

Shift differential can be earned while flexing the schedule, provided the flex schedule has been mutually agreed on by the supervisor and employee. Employees may not claim more than one shift differential for the same time period.

ARTICLE 16 SALARY

16.1 The District agrees to first meet with the Union and discuss any proposed changes to the payroll system, prior to implementation of the changes.

16.2 **Regular full-time Employees** accrue sick leave, annual leave and holidays at the established rates in Article XVIII and Article XIX.

Regular part-time (20 hours or more): Employees accrue sick leave, annual leave, holidays and Employer paid health insurance contributions, pro-rated based upon the number of regularly scheduled work hours.

Regular part-time (less than 20 hours): Employees are entitled to progress across the pay grid in accordance with the length of service and skill points, however, they are not entitled to any other benefits.

Temporary: Employees are persons hired for a period not exceed two (2) years, who do not earn seniority rights, but otherwise are treated under this Agreement like any other regular Employee.

Per Diem: Employees are hired to work during the absence of a regular Employee or employment necessitated by emergencies or work load peaks. Said Employees will receive a base hourly rate of pay for work performed and

are not entitled to any other benefits. Per Diem Employees are not in the bargaining unit and are not covered by this Agreement.

- 16.3 The District shall, with prior approval, reimburse Employees for meals and lodging associated with work-related out-of-county travel.
- 16.4 Effective January 1, 2018 wages shall be increased across the board, pursuant to the following formula of eighty percent (80%) of the January to June Seattle CPI-U Index (Clerical and Urban Workers CPI) for the years of 2017, 2018, 2019. This will be subject to a minimum wage increase of 1.3% and a maximum wage increase of 4%.
- 16.5 Bargaining unit employees shall progress through the pay grid based on years of service through Step 10; thereafter salary step increases in the amount of 0-3% per year based on the employee's success in completing the goals as established during the Pay-For-Performance goals setting process involving both the employee and his/her supervisor.
- 16.6 (a) Employees shall normally advance from steps one (1) through ten (10) of the salary Matrix (attached as Exhibit B) on the first day of the month in which their (anniversary date) falls. "Anniversary date" in this context refers to the date of hire; except, an employee hired at step one (1) usually moves to step two (2) after six (6) months. If an employee is hired at any other step other than step one (1) that employee will go to the next step twelve months after their hire date and the anniversary date then becomes date the employee went to step two (2) or their hire date and shall be so from thereafter.
- (b) If an employee's hire date falls between the first (1) and fifteenth (15th) day of the month the effective date of the step increase will be the first day of that month. If the hire date falls between the sixteenth (16th) and the end of that month the effective date of the step increase will be the first (1) day of the following month.
- 16.7 An employee may be eligible to receive one (1) additional Salary Step increase with proof the employee is fluent in communicating verbally and in writing in a language, in addition to English, that is needed to serve the communities served by the Yakima Health District. The employee may also receive one (1) additional Salary Step increase upon receipt of their Registered Sanitation (R.S.) certification.
- 16.8 Yakima Health District shall reimburse an employee (Local 17) for the cost of the initial test to be receive their Registered Sanitation certification. The Yakima Health District will only pay for the initial or first test for the purposes of becoming

certified. If the employee is unable to acquire certification after the first exam, the employee will be responsible for paying all expenses incurred during the RS Sanitation certification process. Once certified, the employee will be responsible for any annual fees required to maintain their certification to perform the essential functions of his/her Environmental Health position

- 16.9 The District shall, with prior approval, reimburse employees for purchasing safety boots for use in their jobs up to \$150 every two (2) calendar years.

ARTICLE 17
HOLIDAYS

- 17.1 The following shall be recognized and observed as paid holidays each calendar year:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25 th

(and one floating holiday per calendar year, with one additional floating holiday per calendar year starting in the year the employee completes five (5) continuous years of service).

- 17.2 The floating holidays per calendar year, listed above, must be requested by the Employee by submitting a written request to the supervisor.
- 17.3 Whenever any of the above designated holidays fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the above designated holidays fall on Saturday, the preceding Friday shall be observed as the holiday.
- 17.4 If an Employee works on a holiday, he/she shall be paid at the rate of time and one-half in addition to the Employee's regular pay.

ARTICLE 18
ANNUAL LEAVE

18.1 Regular full-time Employees shall accrue annual leave benefits based upon the following schedule:

Continuous Years District Service	Days Per Year	Hours Per Month 40 Hour Week
Up to 1	12	8.000
Over 1	13	8.667
Over 2	14	9.333
Over 4	15	10.000
Over 7	16	10.667
Over 10	17	11.333
Over 13	18	12.000
Over 15	24	16.000

Regular part time (20 hours or more) Employees accrue pro-rated annual leave based upon the number of regularly scheduled work hours. Employees may not accrue more than 32 days (256 hours) annual leave; provided, however, Employees shall not lose annual leave accrual if the Employee's scheduled annual leave is canceled, at the request of management, due to an emergency; provided the annual leave lost because of an emergency is rescheduled within ninety (90) days.

18.2 Employees may not use accrued annual leave until they have completed six months of continuous employment.

18.3 If a recognized holiday falls during an Employee's annual leave, the holiday shall not be counted against the Employee's annual leave.

18.4 If an Employee becomes ill during his/her annual leave, he/she may choose to apply sick leave rather than annual leave, as appropriate.

18.5 Requests for annual leave shall be approved by the supervisor. The sequence of requests (first) and seniority (second) shall determine annual leave requests for the same time.

- 18.6 Upon termination of regular employment, an Employee or his/her beneficiary shall be paid for all accrued annual leave at the Employee's rate of pay at the time of termination.
- 18.7 The District shall inform each Employee of his/her accrued annual leave upon request.
- 18.8 Employees will accrue one day of annual leave for the month in which they are hired if they begin work on or before the fifteenth (15th) of the month and work continuously through the rest of the month. Employees who separate from the District on or before the 15th day of any month will not accrue annual leave for that month.

Employees who separate from the District after the 15th day of any month shall accrue one day of annual leave for that month.

ARTICLE 19 **SICK LEAVE**

- 19.1 To reduce the financial loss to an Employee who is unavoidably absent from work because of illness to himself or his family, the District will maintain his salary during such absence under the provisions of this Article.
- 19.2 Regular full-time Employees shall accrue sick leave benefits at the rate of one 8 hours per month. Regular part-time (20 hours or more) Employees accrue sick leave at the rate of one hour of paid sick leave for every 40 hours worked.

Employees accrue 8 hours of sick leave for the month in which they are hired, regardless of the day the employee begins employment. Employees who separate from the District will accrue sick leave at the rate of one hour of paid sick leave for every 40 hours worked for the month in which they separate. An Employee shall be informed of his/her accrued sick leave balance upon request.

Employees may use paid sick leave increments as small as 15 minutes (or .25 hours). Employees are paid their normal hourly compensation when using paid sick leave.

- 19.3 Employees may not accrue more than 960 hours of sick leave.
- 19.4 Conditions under which an Employee may use accrued sick leave are limited to the following:

- (a) An employee's mental or physical illness, injury or health condition; preventive care such as a medical, dental or optical appointments and/or treatment;
- (b) Care of immediate family with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;
- (c) Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
- (d) If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

Bereavement Time:

- (a) In the event of death in the employee's immediate family as defined in Article 2.1 (f), Employee shall be granted up to five days of bereavement leave, per year, without loss of pay. These five days shall not be credited against the employee's sick leave or vacation accrual. In event the that there is a necessity of days beyond the initial five bereavement days per year, additional leave days may be debited against the Employee's sick leave accrual with the Employer's prior approval. If there is no sick leave available to the Employee, then leave without pay may be granted at the discretion of the Employer. Probationary employees are entitled to the same benefits referenced herein.
- (b) **Special Circumstances:** At the discretion of the Administrator, additional sick leave may be granted pursuant to a written request.
- (c) **Washington State Family Leave Law:** Washington law allows employees to use sick leave or other paid time off to care for a child whose health condition requires treatment or supervision and to care for spouses, parents, parents-in-law, and grandparents who have serious or emergency health conditions. Family members include registered domestic partners.
- (d) Employees may use their accumulated sick leave for emergency illness or death in the immediate family requiring attendance of the employee (funeral included).

19.5 Employees may elect to transfer sick leave days to a co-worker who suffers (or for the co-worker's immediate family member as defined in 2.1 (f), who suffers) a catastrophic or serious illness or injury. However, leave may only be transferred if the co-worker who is receiving the sick leave has exhausted their sick leave,

personal leave, annual leave, and has been on unpaid status for a minimum of 40 hours. Provided, however, the Employer is notified in writing, signed by the transferor, and that such transfer is approved by the Employer. The Employer may consider other requests from the Employee as needed.

19.6 Sick leave pay shall be reduced by the amount of any industrial insurance time-loss compensation paid the Employer; if the Employee elects to use the sick leave.

19.7 **Advance Notice Requirements**

- (a) If an Employee's health-related absence is foreseeable, the Employee must provide notice to his or her supervisor or a regular supervisor at least ten (10) days, or as early as possible, before the first day of sick leave is to be used. Whenever possible, notification should include the expected duration of the absence for which sick leave is to be used.
- (b) If an Employee's health-related absence is unforeseeable, the Employee must contact his or her supervisor or a regular supervisor as soon as possible.
- (c) If the need for paid sick leave is unforeseeable, and arises before the required start of the Employee's shift, notice should be provided no later than one (1) hour before the Employee's required start time.
- (d) In the event it is not possible to provide notice of an unforeseeable absence, a person, on the employee's behalf, may provide such notice.
- (e) Whenever possible, the notification should include the expected duration of the absence.
- (f) Where the need for use of sick leave for qualifying domestic violence, sexual assault or stalking reasons is foreseeable, the Employee must provide give advance oral or written notice to his or her supervisor as soon as possible.
- (g) Where the need for use of sick leave for qualifying domestic violence, sexual assault or stalking reasons is not foreseeable, i.e., in emergent or unforeseen circumstances, the Employee or a designee must give oral or written notice to the Employee's

supervisor no later than the end of the first day that the Employee takes such leave.

19.8 **Verification Requirements**

If an Employee is seeking to use or has used sick leave for any of the above health-related authorized uses for more than three (3) consecutive workdays, he or she may be required to provide verification that establishes or confirms that the use of sick leave is for an authorized purpose.

When an Employee or the Employee's immediate family is sick for more than three (3) consecutive days for which he or she would otherwise be required to work, acceptable verification will typically be in the form of a doctor's note or a signed statement by a health care provider, indicating that the use of sick leave is necessary to take care of the Employee or the Employee's immediate family. (In exceptional circumstances where the Employee can demonstrate that the doctor's note requirement will impose an undue burden or expense on the Employee, a written or oral statement from the Employee indicating that the use of sick leave is necessary to take care of themselves or immediate family will be deemed acceptable verification.)

In all cases when verification is required, sick leave will be paid no later than the regular payday for the pay period during which verification is provided by the Employee to the Health District.

19.9 Any Employee covered by this Agreement on the date of signing in 1995 upon separation of employment for any reason shall be compensated for all unused sick leave subject to the following limitations:

(a) The rate of payoff shall be twenty-five (25%) of all the Employee's accumulated sick leave. Payment of accumulated sick leave is paid by multiplying the Employee's base hourly rate times twenty-five percent (25%) of the Employee's accumulated sick leave hours. All payments of accumulated sick leave are based on the Employee's salary at the time of separation.

(b) For this purpose, retirement shall not include Employees who have terminated prior to retirement, but left their vested Washington Public Employees Retirement Funds on deposit with the Department of Retirement Systems (DRS).

19.10 Any new Employees hired after the date of signing of this Agreement in 1995, upon separation of employment (either voluntarily or is terminated), shall forfeit

any unused sick leave and any unused sick leave shall not be paid as separation pay except in the case of death, retirement, or layoff. In the case of death, or retirement, or lay off employees shall be compensated for all unused sick leave subject to the following limitations:

- (a) The rate of payoff shall be twenty-five percent (25%) of all the Employee's accumulated sick leave. Payment of accumulated sick leave is paid by multiplying the Employee's base hourly rate times twenty-five percent (25%) of the Employee's accumulated sick leave hours. All payments of accumulated sick leave are based on the Employee's salary at the time of separation.
- (b) For this purpose, retirement shall not include Employees who have terminated prior to retirement, but left their vested Washington Public Employees Retirement funds on deposit with the Department of Retirement Systems.

19.11 If an Employee leaves employment and is rehired within 12 months of separation, any accrued, unused sick leave will be reinstated to the employees paid sick leave balance.

If an Employee is rehired within 12 months of separation, the Employee will not be required to wait another 30 days to use the accrued sick leave if the Employee met that requirement during the previous period of employment. If an employee did not meet the 30-day requirement for the use of sick leave prior to separation, the previous period of time the employee worked will count towards the 30-day waiting period for use of accrued sick leave.

19.12 Consistent with Washington's Paid Sick Leave Law, no Employee will be retaliated against for using sick leave for authorized purposes.

ARTICLE 20 **LEAVE OF ABSENCE**

20.1 Leave with pay shall be allowed any Employee called to serve as a juror or under subpoena to testify in a court proceeding. Any compensation from a third party for such jury service or testimony (except for travel, meals, or lodging) shall be paid to the District.

20.2 Military Leave: Military leave shall be granted in accordance with 38.40 RCW. Employees who are members of the Washington national guard or the army, navy, air force, coast guard, or marine corps reserve of the United States, or of

any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period no exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. Such military leave of absence shall be in addition to any vacation or sick leave to loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive from the District their normal pay. The Employee shall be charged military leave only for days that he or she is scheduled to work for the District.

Injured Service Member Leave: An employee with a family member (child, spouse, parent, or next of kin) serving or having served in the armed forces, including the Reserves and the National Guard, may take up to twenty-six (26) weeks unpaid leave in a single 12-month period to provide care if the family member suffers a serious injury or illness in the line of duty. Leave may be taken continuously, intermittently, or on a reduced schedule. The leave prior expires 12 months from the first day leave is taken, regardless of the leave year used for non-military leave. After the period expires, the employee cannot take additional caregiver leave for the same condition.

The District can ask for a medical certification from the service member's health care provider but cannot require second opinions or re-certifications.

Active Duty Family Leave: An employee whose spouse, child, or parent is called to active duty in the armed forces may take up to 12 weeks of continuous, intermittent, or reduced schedule leave in a 12-month period to handle non-medical "exigencies" related to such service. The leave (unpaid) counts against the employer's 12 week FMLA entitlement.

Active duty family leave can be taken to attend send-off to welcome home ceremonies, to provide emergency child-care; to join the service member on rest leaves for up to five days, or for other reasons detailed in the DOL regulations.

To verify active duty status, employer can require a copy of the service member's orders. Employees can also be asked to fill out a certification form giving details of why the leave is needed.

- 20.3 The Executive Director may grant additional leave of absence without pay, in her/his discretion, provided the Employee has first expended all annual leave and in the case of illness, all sick leave.

- 20.4 Upon return from any authorized leave of absence without pay extending for more than thirty (30) days, an Employee's anniversary date and step increase date shall be adjusted for the period while on leave of absence without pay. While on leave without pay status, an Employee may continue medical, dental and life insurance benefits provided premiums are paid by that Employee.
- 20.5 (a) Qualifying Leaves: Employees may receive leaves of absence for qualifying circumstances as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, this collective bargaining agreement and other relevant statutes, if any of the above statutes are applicable.

(b)FMLA. An FMLA eligible employee may, upon meeting eligibility requirements, take up to twelve (12) work weeks of job-protected leave from work because of their own serious health conditions; to care for a spouse, child or parent of the employee with a serious health condition; or to care for a newborn, newly adopted, or foster child. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave. Once an employee has used a total of twelve (12) work weeks of FMLA (paid or unpaid), while employed by Yakima Health District available accruals must be exhausted during any future FMLA leave before taking unpaid leave. Compensatory time use shall not be deducted from the FMLA leave entitlement. Unless the birth mother chooses to invoke FMLA, birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave.

ARTICLE 21 **LAY-OFF AND RECALL**

- 21.1 The Executive Director will lay off in inverse order of seniority within the bargaining unit. Seniority shall be defined as all accumulated time in any classification that is currently represented by the bargaining unit. A non-bargaining unit employee shall not be placed into the bargaining unit during, or required to obtain such certificates within a reasonable amount of time.
- 21.2 After a layoff occurs management may, at its discretion, change an employee's program assignment. It is understood that a new program assignment may require an employee to obtain necessary certification(s) to perform the duties of the new program and the employee will be required to obtain such certifications within a reasonable amount of time. All employees who replace a less senior employee shall be placed on a three-month trial period. The Employee retains all union rights during this trial period.

- 21.3 No new Employee shall be hired by the Employer until all available Employees place on layoff have been offered reemployment, provided the layoff period does not exceed one (1) year and that the Employees keep the Employer advised of their current address. An offer of reemployment shall be in writing and sent by registered and regular mail to the Employee. An Employee so notified must indicate his/her acceptance of said reemployment within fourteen (14) days of mailing of the notice and shall be back on the job within 30 days of acceptance of an offer or forfeit all reemployment rights under this Article.
- 21.4 Accumulated seniority and accrued sick leave shall be restored to an Employee recalled from layoff. All other benefits, including but not limited to, health care, vacation rate accrual, sick leave that was not cashed out at the time of separation, and step placement shall be reinstated.
- 21.5 The Employer shall provide not less than fourteen (14) calendar days of notice to Employees to be laid off.
- 21.6 Employees laid off under the provisions of this Article shall receive compensation for all accumulated annual leave and sick leave in accordance with 19.9 (sick leave cash-out), in the next regular pay period.

ARTICLE 22 **DISCIPLINE**

- 22.1 The parties agree that in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective Employee management relations. The primary objectives of discipline shall be to correct and rehabilitate, not to punish or penalize.
- 22.2 In order of increasing severity, the disciplinary actions which the District may take against an Employee include:
- (a) Verbal warning;
 - (b) Written reprimand;
 - (c) Suspension; and
 - (d) Termination.

What disciplinary action is taken depends upon the seriousness of the affected Employee's conduct.

- 22.3 An Employee may be suspended or terminated for just cause.

- 22.4 Employees may request the presence of a union representative in any meeting between the Employer and Employee, if said meeting is called for disciplinary consideration and/or reason.
- 22.5 The Employer will not maintain extraneous personnel files for use in matters of discipline.
- 22.6 An Employee's off-duty activities shall not be cause for discipline unless clearly detrimental to performance on the job.
- 22.7 In cases of suspension, termination and demotion, the specific charges and duration, where applicable, of the action shall be furnished to the Employees in writing at least fifteen (15) calendar days prior to the effective date of the action, unless in the judgment of the Executive Director or designee, circumstances are such that retention of the Employee will likely result in disruption of District programs, damages to or loss of District property or be injurious to District Employees, fellow Employees or clientele of the District. In such cases, the specific charges shall be made available to the Employee in writing at the District office not later than one (1) working day after the action became effective.
- 22.8 An Employee may not be suspended for more than thirty (30) days as single action; or for more than sixty (60) days accumulation of several actions during a calendar year.
- 22.9 Only the District Administrator may demote an Employee to the next lower class when it can be shown that the Employee is not satisfactorily performing work at the higher level; however, demotion shall not be used as an instrument of discipline.
- 22.10 In a demotion, the principles and rules of disciplinary action as set forth above shall be applicable.

ARTICLE 23
GRIEVANCE PROCEDURE

- 23.1 The parties hereto, recognize the need for fairness and justice in the adjudication of Employee grievances and enter into this agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 23.2 Grievances shall be heard on work time where practicable and feasible.

23.3 Whenever the investigation of a grievance requires the inspection of records, both parties will make available to the other, upon written request, such records as are needed.

24.4 A "grievance" is hereby defined as an alleged violation of the terms of this agreement by the District, an Employee, or a group of Employees.

(a) **Step One:** Prior to any formal grievance action, the Employee(s) and supervisor will attempt to resolve the problem.

(b) **Step Two:** Any Employee(s) or supervisor who finds that the problem cannot be resolved at Step One shall immediately present the problem to the Chief Operating Officer. The Chief Operating Officer shall work with the Employee(s) and supervisor to resolve the problem. (Employees may wish to seek assistance from their bargaining representative at this step.) If resolution is not accomplished within a time period which is satisfactory to the aggrieved Employees(s), the Chief Operating Officer will inform the Employee of the method of filing a "Notice of Grievance."

(c) **Step Three:** When Step One through Two fail to resolve the problem, the Employee(s) shall notify their bargaining representative and request the filing of a "Notice of Grievance." The bargaining representative shall prepare and present to the Executive Director a written "Notice of Grievance," such notice to be signed by the aggrieved Employee(s). The "Notice of Grievance" shall set forth, so far as may be applicable:

- (1) The nature of the grievance, and the circumstances out of which it arose.
- (2) The remedy or correction the District or Union is requested to make.
- (3) The section or sections of this agreement alleged to have been violated.

23.5 Any Employee "Notice of Grievance" must be presented to the Executive Director in writing within fourteen (14) working days after failure of Step Two. The Executive Director will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within one (1) working week of receipt of the "Notice of Grievance."

23.6 Should either the Executive Director or bargaining representative desire extension of the allotted time for Step Three, such extension can be accomplished by mutual agreement.

- 23.7 Grievances asserted by the District shall be initiated at the Step Three level by the Executive Director serving upon the bargaining representative a “Notice of Grievance.” The bargaining representative shall take appropriate action to review the merits of the grievance and issue a written decision to the Executive Director within fourteen (14) working days of receipt of the grievance. Such time can be extended by mutual consent.
- 23.8 If any dispute under this Article cannot be settled as provided in Step Three, then Step Four shall apply.
- (a) **Step Four:** The party dissatisfied with the proposed settlement of the grievance may within seven (7) work days after failure to adjust the grievance, serve upon the other party a written demand for mediation. The selection of mediator shall be by one of the following means:
- (1) The parties shall attempt to select an impartial mediator by mutual agreement, or
 - (2) The parties shall agree to request that the Public Employment Relations Commission (PERC) assign a mediator.
- 23.9 The mediation shall commence within fourteen (14) working days, or as soon thereafter as is possible, and conclude by signed settlement of the parties or declaration of impasse by the mediator.
- 23.10 Expenses for the mediator’s service and the proceedings shall be borne equally by the Employer and the Union.

ARTICLE 24
UNION REPRESENTATIVES

- 24.1 The Union shall, within ten (10) days after the signing of this agreement, elect a Steward where members of the Union are employed. The Steward shall see that the provisions of this agreement are observed and shall be allowed reasonable work time to do so. The names(s) of Steward(s) so appointed shall be furnished to the Employer and kept current.
- 24.2 The Union Representative of the Union shall have access to the office during business hours, providing he/she does not interfere or cause Employees to neglect their work.
- 24.3 The Union will provide copies of this agreement to new Employees and to all existing Employees through the Steward(s).

- 24.4 The District shall provide bulletin board space for the use of the Union in areas accessible to members of the bargaining unit.
- 24.5 The District shall make available to the Union meeting rooms, etc. for purpose of conducting Union business, where such activities would not interfere with normal work of the District. However, the District will allow one-half hour per month for morning meetings on work time. Said meetings shall be conducted between the hours of 8:00 a.m. and 9:00 a.m.

ARTICLE 25
TERM OF AGREEMENT

- 25.1 This agreement shall become effective January 1, 2018 and shall continue in effect through December 31, 2020.
- 25.2 The parties agree that a target schedule for conferences and negotiations to be carried on by the parties with respect to extension of this agreement beyond its term is as follows:
- (a) Submission of the Union's recommendations in writing to the Employer by August 15.
 - (b) Submission of Employer's answer in writing by September 15.
 - (c) Negotiations (if required) to begin by October 1.

ARTICLE 26
SAVING CLAUSE

- 26.1 In the event any provision of this agreement shall at any time be made invalid by applicable legislation, or declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire agreement. It is the intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect. However, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article or Sections.

EXECUTED THIS 22 day of January, 2018

Local 17, Professional and Technical Employees

Amy Barnes + Denise Cobden
Executive Director, Actings
Amy Barnes / Denise Cobden

Anne D. Costello
Union Representative

EXECUTED THIS 22 day of January, 2018

Yakima County Health District

Andre Fresco
Andre Fresco, Executive Director

**YAKIMA HEALTH DISTRICT
Local 17 – Environmental Health**

**YAKIMA HEALTH DISTRICT
Local 17 – Environmental Health**

Exhibit A

PAY GRID PROGRESSION

1. The Employee's placement to a specific Salary Step for Steps One (1) through Ten (10) Steps. will be based on longevity except as referenced below in number Four (4).
2. Effective with the adoption of this agreement, all salary increases thereafter will be based on the employees' success in accomplishing the predetermined performance goals. On an annual basis, an employees' eligibility for a salary increase will align with the calendar year.
3. Effective January 1, 2018, if an employee has exceeded 10 years of service, the employee and supervisor will establish a set of performance goals that the employee will be responsible for achieving throughout the year. In 2018, the supervisor and employee will meet to discuss the employee's progress in accomplishing the established goals, and based on the supervisor's review, the employee will be eligible to receive a 0-3% salary step increase in 2019. The salary step increase granted in the Pay-For-Performance program will be incorporated into the base pay.
4. If an employee is hired at any Step other than Step One (1), that employee goes to the next Step after completion of twelve (12) months service within that classification. The six (6) month probationary period for the purpose of the performance evaluation process still applies even if a new employee is hired at a Step other than Step One (1).
5. An employee will receive One (1) additional Salary Step for use of their Bilingual skills to translate and interpret to English the non-English language. The employee will be required to demonstrate their ability to speak, write, and translate in the other language.

An employee will receive One (1) additional Salary Step upon receipt of his/her Registered Sanitarian certification as issued by the Washington State

Board of Registered Sanitarian. The employee will be required to provide a copy of the RS certification which will be placed in the employee's personnel file.

6. Environmental Health Specialists are required to acquire their Registered Sanitation certification within 2 years of being hired. If the employee is unable to secure the RS certification within the timeframe as identified, the employee will be released from their employment as they are no longer able to perform the essential functions of the Environmental Health Specialist position.
7. An employee will be reimbursed for the cost of the actual administration of the exam for one time only. Any subsequent costs associated with additional exam administration will be absorbed by the individual employee.

Yakima Health District

Local 17 – Salary Grid

Exhibit B

See Attached EXCEL document.

	A	B	D	F	H	J	L	N	P	R	T	V
1	40 HR EH Local 17		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2	2018 (2.5% COLA)											
3												
4	Range Five	Hourly	\$ 22.84	\$ 23.53	\$ 24.23	\$ 24.96	\$ 25.71	\$ 26.48	\$ 27.27	\$ 28.09	\$ 28.93	\$ 29.80
5	EH Specialist	Monthly	\$ 3,959	\$ 4,078	\$ 4,200	\$ 4,326	\$ 4,456	\$ 4,589	\$ 4,727	\$ 4,869	\$ 5,015	\$ 5,165
6		Annual	\$ 47,506	\$ 48,931	\$ 50,399	\$ 51,911	\$ 53,469	\$ 55,073	\$ 56,725	\$ 58,427	\$ 60,180	\$ 61,985

Yakima Health District

Local 17 – Environmental Health

Pay-For-Performance Overview

Exhibit C

Overview of Pay-For-Performance Program

A committee consisting of the Chief Operating Officer, Human Resources representative, and Two (2) Local 17 representatives will work together to develop a Pay-For-Performance (PFP) program in 2017. This group will develop performance elements and goals that incorporate professional standards required of Environmental Health professionals in accordance with industry standards; Washington State Department of Health; the Centers for Disease Control; a wide range of local and state regulations and laws, i.e. RCW 43.20.050, WAC 246-272 A and C; the Yakima Health District; and operational goals as determined by the District Administrator.

The PFP will incorporate the development of program and individual performance goals that will be established prior to the evaluation cycle.

The Employee and the EH Director will strive to achieve those goals during the evaluation cycle and will meet each quarter to discuss the employee's progress, successes, and any challenges/obstacles the employee may have encountered during the quarter.

In those instances when the Employee is unable to achieve the desired goals/objectives, the Employee and the EH Director will develop strategies for the Employee to achieve the necessary improved performance. The quarterly meeting will be documented in the supervisor's notes which will be reviewed by the manager and the Employee prior to the preparation of the annual performance evaluation. The final components of the elements of the Pay-For-Performance program will be developed in the beginning of 2018 and may incorporate the following:

- Performance goals and objectives will be developed at the beginning of the evaluation processes.
- An Employee may submit a written response to any performance evaluation prepared by the EH Director.

- In those instances when an employee disagrees with the performance evaluation as prepared by the EH Director, the Employee may request an in-person meeting with the Executive Director. The determination of the Executive Director will consider the information by the EH Director and the Employee and determine if any changes in the performance evaluation will be changed and whether the Employee is to receive a salary increase.
- The EH Director will provide the Employee with performance related feedback as soon as possible after the questionable behavior or performance occurs.
- Should improvement in performance or a change in behavior be warranted, the EH Director and the Employee will work to develop a Performance Improvement Plan.
- This list is not inclusive and will be entered as an Amendment to the CBA at the conclusion of the development of the Pay-For-Performance program.