

AGREEMENT

BY AND BETWEEN

BENTON-FRANKLIN HEALTH DISTRICT

AND

SUPERVISORY EMPLOYEES, LOCAL 17 (PROTEC17)

JANUARY 1, 2025 TO DECEMBER 31, 2026

SUPERVISORS

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THIS AGREEMENT is between **Benton-Franklin District Health District** (hereinafter called the District) and the **Professional and Technical Employees, Local 17 (PROTEC17)**, (hereinafter called the Union). The purpose of this Agreement is to set forth wages, hours and other conditions of employment of those employees of whom the District has recognized the Union as the exclusive bargaining representative.

PREAMBLE

The purpose of this Agreement is to establish compensation and working conditions for employees in the bargaining unit. This Agreement has been reached through the process of collective bargaining. The District believes that the practices and procedures of collective bargaining constitute a fair and orderly way of conducting its relations with its full-time employees and regular part-time employees insofar as such practices and procedures do not interfere with the District's right and obligation to operate efficiently and effectively in order to best serve the citizenry within the District.

ARTICLE 1 - RECOGNITION AND BARGAINING UNITS

Section 1: The District hereby recognizes the Union as the exclusive bargaining representative of Clerical Supervisor I, II, and III, Environmental Health Specialist III and IV, Microbiologist III and IV, Nutritionist III and IV, and Operations Supervisor III and IV; and excludes those positions listed in Section 3 of this Article. Current represented supervisory job classifications are listed in the attached appendix.

Section 2: Employees in Section 1 above shall be meant to include full-time employees and regular part-time employees.

Section 3: The Union hereby recognizes that those positions which are excluded from supervisory bargaining unit are as follows: District Administrator, Health Officer, Deputy to the Health Officer, Director Level (i.e. Environmental Health, Community Health, etc.), Manager Level (i.e. Performance, Operations, etc.), Administrative Services (i.e. Administrative Assistant, HR Generalist, Systems Analyst, Payroll Coordinator, etc.) all temporary employees, agency temporary employees, irregular part-time employees, independent contractors, and those employees represented by a Union other than PROTEC17. The Environmental Health, Clerical, and Allied Health Professionals in the District shall be a separate PROTEC17 bargaining unit.

Section 4: Grant and Special Funded Project/Program Supervisor: Inclusion of positions in grants and/or specially funded projects/programs will be determined with regard to specific provisions and requirements after discussions with the Union. Employees who are hired into positions posted as grant and/or specially funded projects/programs from outside the Health District may be discharged in the event the grant and/or project/program is discontinued without regard to the layoff provisions and any other provisions which could impede and/or cause expense in the event of discontinuance of the grants and/or projects/programs. However, grant-funded employees who have been subjected to layoff shall receive preference for openings within this bargaining unit for which they are qualified for one year from the date of the layoff. In the event a bargaining unit employee, who is not originally hired into a grant and/or specially funded project/program takes a

position in a grant and/or specially funded project/program which is discontinued, the discontinuance shall be treated as a layoff of those employees working in the project/program who shall have the rights as set forth in the layoff article, herein. Project employees whose grants are funded beyond two (2) years shall be converted into regular-status employees.

Should District management deem it necessary, during the life of this Agreement, to create positions that may be included in this supervisory bargaining unit, the following procedures will be used: (1) the District will inform the Union of its desire to create the new position(s); (2) the District and the Union will meet and confer at a reasonable time thereafter; (3) if the Union does not object to the creation of the new position(s), then the District may create such position(s); (4) if the Union and the District cannot agree as to the need for the new position(s), then the matter shall be referred to arbitration as provided for in the grievance procedure article of this Agreement, however, each party will equally bear the cost of the third and neutral arbitrator.

Section 5: For the purposes of this Agreement, seasonal employees shall mean those employees hired for peak work periods that do not exceed six (6) months in duration; casual employees shall mean those hired for incidental purposes or one-time projects; irregular part-time employees shall mean those hired for on-call purposes or who do not have a regular work schedule and who work less than eighty-seven (87) hours per month; special funded programs shall mean programs such as the Blue Mountain Action Program; and CETA employees shall only be exempt until such times as they are integrated into the system.

Section 6: All elected officials and officers of the District are excluded from the bargaining unit.

Section 7: The Union recognizes that the District's management is not precluded nor restricted from performing any and all types of work performed by the bargaining unit members.

Section 8: Where those duties covered by this Agreement are assigned to a different or new classification, the Union will continue to be recognized as the exclusive bargaining representative.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

Section 1: The District agrees to deduct from the paycheck of each employee monthly dues if the employee has voluntarily signed an application for membership. The amount deducted shall be transmitted monthly to the Union on behalf of the employees who voluntarily authorized the deduction. The employee's authorization remains in effect until expressly revoked in writing by the employee to the union. Members may receive information regarding their membership status by contacting PROTEC 17 at (800)783-0017 ext. 123.

The employee contributions towards the Political Action Committee shall be between the employee and the Union and shall not be by payroll deduction by the employer.

Section 2: The Union agrees to indemnify, defend and hold harmless the District from any and all claims, lawsuits, issues, ULPs, grievances, arbitrations and any as well as all liability resulting from the administration of the provisions of this Article including issues with dues deduction,

attorney's fees, etc. If an improper deduction is made, the Union shall immediately refund said deduction directly to said employee.

Section 3: The District will notify the Union office of employees hired into a position included in the bargaining unit. The Union is provided with the Application for Membership form.

Section 4: The District will provide the Union with access to new employees covered by the bargaining agreement. The District will allow the Union no less than thirty (30) minutes to meet with new employees during the employee's work hours and at his or her usual worksite, virtually, or mutually agreed upon location. Prior notification to be provided to the employee's supervisor.

Section 5: Steward Training – During each year of this Agreement, PROTEC17's Executive Director may request that Union stewards be provided up to four (4) hours of release time without loss of pay to participate in the steward training programs sponsored by the Union.

The Union shall submit to Human Resources as far in advance as possible the names of up to two (2) stewards who will be attending the training course. Time off for these purposes is subject to advance approval by the employee's supervisor. Such training will not interfere with required work duties.

The union will present in writing to Human Resources the names and contact information of all Union Stewards and Officers within two (2) weeks of any changes occurring.

ARTICLE 3 - NON-DISCRIMINATION

Section 1: Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discrimination. The purpose is to provide guidelines to department heads, elected officials, employees and members of the public to help ensure equal access to the District's services and employment opportunities regardless of a person's age, color, national origin, race, religion or creed, sensory, mental or physical disability, use of a service animal, pregnancy and maternity, HIV/AIDS and Hepatitis C status, genetic information, marital status, victims of domestic violence, sexual abuse, or stalking, sex, sexual orientation, gender identity, veteran or military status, or any other protected status under federal, state, or local law. Additionally, the District strives to provide a work environment in which all individuals are treated with respect and dignity.

Section 2: The District shall not discriminate against any employee on account of membership in the Union or other Union activities, except as is provided for in the Union Security Clause of this Agreement.

Section 3: No employee shall be subject to any pressure regarding support and/or financial contribution to any candidate for political office or ballot issue against the will of the employee.

ARTICLE 4 - MANAGEMENT RIGHTS

Core management rights are exclusively controlled by the District. The District is hereby vested with the authority to exercise and implement such rights without having to bargain about the decisions nor about the effects of such decisions. Core management rights are as follows:

- (1) The right to establish any and all lawful work rules and procedures which are not in conflict or inconsistent with the terms of this Agreement.
- (2) The right to schedule any and all work and overtime work and any and all methods and processes by which said work is to be performed in a manner most advantageous to the District and consistent with the requirements of the public interest and which are not in conflict or inconsistent with the terms of this Agreement.
- (3) The right to hire, transfer, layoff and promote employees as deemed necessary by the District.
- (4) The right to discipline an employee, as provided for in Article 22 hereof, for just cause in accordance with the terms of this Agreement.
- (5) The right to make any and all determinations as to the size and composition of the work force and the right to make any and all assignments of employees to work locations and shifts.
- (6) The parties understand that incidental duties connected with operations, not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by management. Incidental duties shall mean those duties which do not constitute a substantial departure from the employee's job classification.
- (7) The right to take whatever actions management deems necessary to carry out District services in an emergency. Management shall be the sole determiner as to the existence of emergency and any and all actions necessary to implement service during said emergency.
- (8) The right to determine and implement, from time-to-time, the quality insurance standards of the District.
- (9) The right to determine the District's budget.

ARTICLE 5 - EMPLOYEE RIGHTS

Section 1: The off-duty activities of employees shall not be cause for disciplinary action unless said activities are clearly detrimental to the employee's work performance.

Section 2: District employees shall not secure or obtain employment during off-duty hours if said employment could result in a conflict of interest between their official duties for the District as it relates to their off-duty employment activities.

Section 3: An employee or their authorized representative shall have the right, upon written request to the Director of Human Resources, to inspect their personnel file in the presence of the Director of Human Resources at a reasonable time during the workday. For the authorized representative to inspect the employee's personnel file, the employee must submit, to the Director of Human Resources, a signed authorization statement granting the authorized representative authority to inspect said file.

Section 4: No evaluation or other material referring to competence in job performance, personal conduct on the job, off-duty activities of the employee which are clearly detrimental to the employee's work performance or other documentation that may have an adverse effect on employment shall be placed in the employee's personnel file without the knowledge of the employee. The employee shall sign and date this material and/or evaluation indicating he/she has seen the material and/or evaluation. Said signature may or may not imply agreement.

Section 5: Employees shall have the right, subject to grievance time limitations, to challenge any material included in their personnel file through the grievance procedure as provided for in this Agreement.

Section 6: The District may maintain files regarding supervisors for the sole purpose of gathering pertinent information for corrective actions, counseling, coaching, annual performance evaluations and performance improvement plans. In cases where files document violations and/or misconduct for supervisors, which result in disciplinary action pursuant to the discipline article, those records shall be kept consistent with the law and this CBA. As a public agency, the District is required to adhere to approved records retention schedules and cannot destroy records outside of those timelines. This includes retaining records that may reflect employee behavior patterns, which may subject the present employer to liability if not maintained. Any information gathered for performance evaluations shall be managed in compliance with applicable retention policies. Each supervisory employee, if the employee so requests, will be provided the opportunity to view the supervisor's personnel file. The employee may be provided a copy of their personnel file if such file does not have confidential information such as any complaint seeking anonymity and obtaining said status from the Employer so as to avoid retaliation, discrimination, harassment, intimidation and/or bullying. If such is the case, then the District has the right to redact the employee names and aspects of the statements which would readily identify the reporting employee. Any copying is subject to prior approval of the Director of Human Resources and will be provided within a reasonable period of time.

Section 7: Any performance standards used to measure the performance of employees shall be fair, just and reasonable and uniformly applied throughout the District.

Section 8: Nothing in this Agreement shall be interpreted to detract from or circumscribe the rights which have been given to employees under Chapter 41.56 RCW, except as the rights of the employees are otherwise affected by the terms of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURES

Section 1: The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or District 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.

Section 2: A grievance is defined as a question or challenge raised by an employee, a group of employees as a class action, or the District as to the correct interpretation and/or application of this Agreement or its references.

A class action may be initiated where action on the part of the District creates a grievance which impacts either a supervisor or the entire bargaining unit.

Section 3: Throughout the procedure as set forth in this Article, a grievance may be presented by a supervisor, a group of supervisors as a class action, or the District. A class action or one brought by the District must be initiated at Step 2 of this Article.

Section 4: Grievances may be heard at any time where practical and feasible.

Section 5: The parties agree that the time limitations provided 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. The District representative and the employee or their representative may extend the time limits by mutual agreement.

Section 6: Whenever the investigation of a grievance requires the inspection of certain records, the District shall make available such records to the Union representative provided a prior written request is made by the employee and signed by the employee.

Section 7: No grievance, other than a class action or grievance initiated by the District, shall be valid unless it is submitted at Step 1 within fifteen (15) working days after the occurrence of the grievance or within fifteen (15) working days after the employee knew or reasonably should have known of the event giving rise to the grievance. If a grievance is not presented within the time limits referenced herein, said grievance shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the last written answer.

Section 8: The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the Division Director and Director of Human Resources within fifteen (15) working days of its occurrence or within fifteen (15) working days after the aggrieved party knew or reasonably should have known of the event-giving rise to the grievance. The Division Director shall respond in writing within fifteen (15) working days after receiving the grievance and after conducting a

meeting inclusive of the Division Director, Director of Human Resources, the aggrieved party and the Union, if requested.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within fifteen (15) working days of the response in Step 1 above, the grievance in written form shall be presented to the District Administrator. Thereafter, the District Administrator shall have a grievance meeting between the grievant, Union Representative (or Steward when authorized by the Union Representative) and the District Administrator or designee before responding in writing to the Union. This meeting and response shall be issued no later than thirty (30) working days after the Union presented the grievance to the District Administrator.

A grievance brought as a class action must be initiated at Step 2 in written form to the District Administrator within fifteen (15) working days of its occurrence or within fifteen (15) working days after the employees knew or reasonably should have known of the event giving rise to the grievance. Thereafter, the District Administrator shall have a grievance meeting between the grievant, Union Representative (or Steward when authorized by the Union Representative) and the District Administrator or designee before responding in writing to the Union. This meeting and response shall be issued no later than thirty (30) working days after the Union presented the grievance to the District Administrator.

A grievance filed by the District against the Union must be initiated at Step 2, in written form to PROTEC17 Executive Director or PROTEC17 Union Representative, within fifteen (15) working days after District Management knew or reasonably should have known of the event giving rise to the grievance. Thereafter, the parties shall have a grievance meeting within thirty (30) days. The PROTEC17 representative shall respond within thirty (30) working days after the meeting of the parties.

Step 3:

(a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the Union or the District may refer the dispute to final and binding arbitration.

(b) Notice - Time Limitation: The Union or the District shall notify the other in writing by email, mail of submission to arbitration within ten (10) working days after the receipt of the Step 2 response.

(c) Arbitrator - Number - Selection: After timely notice, the parties will select an arbitrator in the following manner:

- (i) The Union and the District representatives shall attempt to select an arbitrator within fifteen (15) working days after receipt of the written grievance at Step 3. Thereafter, the hearing of the matter shall be at the earliest possible date. If the parties cannot agree upon an arbitrator, the arbitrator will be selected through the procedure as provided for in (ii) below.

- (ii) In the event the parties cannot mutually agree on an arbitrator then either party shall request that the Public Employment Relations Commission (PERC) submit a list of eleven (11) names from the PERC register. If the parties cannot mutually agree on an arbitrator from the list of eleven, then the two parties shall meet and flip a coin. The winning party shall strike two (2) names from the list and communicate that choice to the other party. The losing party will strike two (2) names from said list and so on until one (1) name remains. The remaining name shall be the arbitrator.
- (d) Decision - Time Limit:
 - (i) The arbitrator will meet and hear the matter at the earliest possible date. After completion of the hearing, a decision shall be rendered as soon as possible subject to the arbitrator's determination.
 - (ii) The arbitrator's decisions shall be final and binding on the parties. Appeal to the courts may only take place if the arbitrator was clearly erroneous, arbitrary or capricious, or disregarded the law.
- (e) Limitations - Scope and Power of Arbitrator:
 - (i) The arbitrator shall not have authority to add to, subtract from, alter, change or modify the terms or provisions of this Agreement.
 - (ii) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement.
 - (iii) The arbitrator shall consider and decide only the question(s) or issue(s) raised a Step 1 or Step 2 as determined by the Step where the grievance was first initiated, or continuations of the original grievance which do not constitute a new or different basis for a grievance.
- (f) Arbitration Award - Damages - Expenses:
 - (i) Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being fifteen (15) calendar days or less prior to the initial filing of the grievance.
 - (ii) The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full unless the award is appealed as indicated in (d)(ii) above.
 - (iii) The arbitrator shall not have authority to award punitive damages.

- (iv) Each party shall pay one half (1/2) the fees and expenses of the arbitrator. Each party shall be solely responsible for paying their attorney's fees, representative's fees, costs, witness fees, etc. If either party requests a court reporter or record keeper, each party shall bear one half (1/2) the expenses and if a transcript is requested then each party shall pay one half (1/2) the fees for the transcript and copying.
- (g) Default: If either party refuses to meet to attempt to settle such grievance with the arbitrator at the time or times scheduled for purposes of settling the grievance, such party shall be deemed to have recognized the merits of the other's position, and the grievance will be deemed to have been settled in the favor of the non-defaulting party.

ARTICLE 7 - PERSONNEL RULES

Section 1: The District, through the District Administrator, has the right to and may develop and implement personnel rules and policies, except where said rules and policies are in conflict with the terms and provisions of this Agreement. All personnel rules and policies not specifically referred to in this Agreement shall be set forth in writing and each employee in the District will be provided access to said rules and policies.

Section 2: If there is a conflict between said personnel rules and policies and the specific Article(s) or Section(s) of this Agreement, then the specific Article(s) or Section(s) of this Agreement shall prevail.

ARTICLE 8 - CONTRACTING OUT

Section 1: The District will make every effort to utilize its employees to perform all work, but the District reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the District work force, or (2) the contract will result in a clear cost savings to the District, or (3) the occurrence of peak workloads above the work force capacity.

Determination as to (1), (2), or (3) above shall be made by the Administrator. Prior to contracting out under this provision, the District shall notify the Union of the date the District intends to contract out. The timing of said notice shall depend on the nature of the contracting out circumstances and only such notice as the Administrator determines is reasonably and practicably available shall be given. The Union may suggest alternatives or make other comments to the District. The Administrator shall make available to Local 17 upon request: (1) description of the services to be so performed, and (2) the factual basis supporting the reason for such action.

ARTICLE 9 - COMPENSATION AND RATES OF PAY

Section 1: Only active employees on the payroll at the time of the union ratification will be eligible for negotiated retroactive increases, provided the agreement is ratified by the employer.

Section 2: Effective January 1, 2025, the rates of pay shall be increased by a 4.5% COLA across the board.

Effective January 1, 2025, Step G will increase to five percent (5%) above Step F.

Effective January 1, 2025, Step H will increase to five percent (5%) above Step G.

Effective January 1, 2026, the rates of pay shall be increased by a 3.5% COLA across the board.

Section 3: The longevity plan shall be as follows: six (6) years - \$25.00 per month; at ten (10) years - \$80.00 per month; at fifteen (15) years - \$140.00 per month, and at twenty 20 years - \$200.00 per month.

Section 4: Salaries shall be described in the Appendix of this Agreement and by this reference is made a part hereof. During the life of this Agreement, the salary schedule shall not be changed without the prior agreement of the parties' signatory to this Agreement.

Section 5: For all supervisory bargaining unit positions, new hire placement in the salary ranges may be one (1) step for every four (4) years of directly relatable experience, up to a maximum of Step C. Public Health experience shall be preferred, but the Administrator may accept general experience. During the new hires six-month probationary period the Administrator, in their sole discretion, on a case-by-case non-precedent setting basis, may determine, at any time, that a new hire has demonstrated the skills, abilities, experience and education to fully perform at an exceptional level all aspects of the class specification. If the Administrator makes such a determination the Administrator may advance the employee to a higher Step than Step C in recognition of the demonstrated competencies. The progression from a classification series II to a classification series III is not an automatic progression and is determined by the Employer. The classification III and IV series are supervisory positions and are not subject to automatic progression but are determined by the Employer.

Section 6: Bilingual Premium Pay. BFHD reserves the right to determine which languages will apply for the bilingual pay differential and which positions will be eligible for bilingual pay. Employees who demonstrate, to the satisfaction of the District, the ability to communicate in a foreign language by completing a bilingual fluency assessment will be eligible to receive an addition to their base salary of eighty (\$80) per month as premium pay. Employees who are certified interpreters in a foreign language will be eligible to receive an addition to their base salary of one hundred (\$160) per month as premium pay. Staff will not be penalized for a failed initial assessment. Staff who have not passed an assessment or certification and have been hired under positions where a bilingual preference was specified, are still expected to provide good customer service to clients by speaking in their language or using the language line when needed. Staff who are in positions where bilingual skills are/were required will be required to pass the Tier 1 assessment and will be entitled to premium pay. The premiums in this Section will only be paid to those employees assigned to a position for which their particular language skills are a preferred qualification, as determined by the District. Effective January 1, 2023, until further determination by BFHD the following personnel are eligible:

- Supervisors

ARTICLE 10 - HOURS OF WORK

Section 1: The basic work week shall be forty (40) hours, 5:00 p.m. Friday through 5:00 p.m. the following Friday. The basic workday shall be an eight (8) hour period between 6:00 a.m. and 9:00 p.m., as established by the Administrator or Division Director for each employee. Any employee asked to work more than 40 hours within a work week shall be compensated at the appropriate overtime rate of pay subject to the provisions below pertaining to fairs, festivals and clinics. The District shall not schedule split shifts, (*i.e.*, four (4) hours on, four (4) hours off and four (4) hours on), except in emergencies. District management may change an employee's regular schedule, however, at least one (1) week notice of change of regular working schedule shall be given to the employee, except to fill a position due to absence of the employee filling said position (*i.e.*, illness or vacation).

The District has the right to change an employee's schedule on a temporary basis to accommodate special programs or unusual circumstances or weekend events (*i.e.*, fairs, festivals and clinics). When work is performed on an employee's regularly scheduled day off for such temporarily adjusted work schedules, it shall be the employee's option to work their regularly scheduled hours for that day so that another full work day may be flexed off that work week or flex their work week to accommodate those extra hours. Overtime shall not be worked unless there has been prior approval. When flexing the work week as described above is not possible due to workload as determined by the Division Director (or designee) and the employee, upon mutual agreement between the Division Director (or designee) and the employee, the employee will be compensated, at the employee's option, either overtime or compensatory time at time and one-half (1½ x) the employee's regular rate of pay.

Example of Flex Time: A Registered Dietitian is scheduled, as a District representative, to staff a booth at a five (5) hour community event on Saturday. During the preceding week, the employee worked five (5) consecutive days in the WIC Clinic.

Following communicating with the Division Director or designated Supervisor, the employee could choose to work the five (5) hours on Saturday and then reduce to three (3) hours a regular workday during the next week. This would be considered "flexing" time.

OR, following the end of the community event, the employee could return to their regularly scheduled office site and work the additional three (3) hours (content of work to be performed should be established with Supervisor) to complete an eight (8) hour day. The employee would work only four (4) days (or thirty-two (32) hours) during the following week.

If, due to workload demands as determined by the Division Director or designated Supervisor, the "flexing" of the additional time is not possible, then the Division Director will approve that the employee be compensated, at the employee's option,

either overtime or compensatory time at time and one-half (1½ x) the employee's regular rate of pay.

Nothing in this section is to be construed as preventing the Administrator from changing work schedules, on a temporary basis, in the event of an emergency.

Employees may make requests for alternate work week schedules, such as 4/10's and 9/8-off. Requests must be made in writing by the Employee to the Division Director. Denials shall be made in writing and include the reason(s) for denial. The record keeping timesheet for a 9/8 - off schedule must be one which meets the FLSA standards dividing between two (2) work weeks mid-shift on the fifth day of work, which is either eight (8) hours or a day off. Granting alternate workweeks will be at the discretion of the District. Employees may request to work a hybrid remote schedule by completing the Employer's applicable forms. The approval or denial of hybrid remote work will be indicated in writing on the request form. Disputes arising out of this section will not be the subject of the grievance procedure but will be the proper subject of labor management discussion.

Section 2: Work performed in excess of forty (40) hours per week will be compensated at one and one-half (1.5) times normal hourly rate. Overtime shall not be worked unless there has been express prior approval by the Division Director or the Administrator. If the Division Director or the Administrator has granted express prior authorization to work overtime, then the employee who has worked overtime may receive overtime compensation as compensatory time off or be paid, at the employee's election, consistent with State statutory provisions.

Section 3: Compensatory time off (comp-time) shall be earned at the rate of one and one-half (1.5) times the regular hourly rate for overtime worked. Comp-time must be taken within three (3) months of its being earned by the employee.

Section 4: One (1) hour will be provided in the middle of the day for lunch or with supervisor approval, on a case-by-case basis, based upon need, the lunch hour can be reduced to one-half (1/2) hour. This shall not prohibit the District from scheduling staggered lunch periods to provide coverage during lunch periods. One (1) fifteen (15) minute rest break will be provided during each four (4) hour work period.

Section 5: An employee who is specifically directed by their Division Director to work more than two (2) hours beyond their regular workday, and who actually purchases a meal away from their residence as a result of such additional hours worked, shall be reimbursed for the reasonable cost of such meal in accordance with the District's travel policy. To receive reimbursement, the employee must furnish the receipt for said meal to the Division Director. This provision shall not apply to workshops or professional conferences.

Section 6: For the purpose of computing overtime, authorized time off in pay status shall be construed as time worked (*i.e.*, annual leave, sick leave, bereavement leave, civil leave, etc.).

Section 7 - Emergency Call-Back: Whenever an employee is called back to work after completion of their regular workday, he/she shall be compensated according to the following scale:

- | | | |
|-----|--|---|
| (a) | Up to one hour worked. | One hour comp-time at one and one-half (1.5) times the regular hourly rate. |
| (b) | Up to one and one-half half (1.5) hours worked | Two hours comp-time at one and one-half (1.5) times the regular hourly rate. |
| (c) | Up to two (2) hours worked | Two and one-half (2.5) hours comp-time at one and one-half (1.5) times the regular hourly rate. |
| (d) | Etc. | |

Emergency call-back time shall include the reasonable commuting time to and from the employee's residence. Emergency call-back provisions shall not be granted without prior approval for said emergency call-back by the employee's Division Director.

ARTICLE 11 – VACATIONS

Section 1: Full-time employees shall be entitled to and shall be credited at the end of each calendar month of employment with the following amounts of vacation:

<u>Years</u>	<u>Hours Per Month</u>
0 - 1	8
1 - 2	9
2 - 4	10
4 - 7	11
7 - 10	12
10 - 13	13
13 - 16	14
16 - 19	15
19 - 22	16
22 - 25	18
25 plus	20

Section 2: Regular part-time employees are entitled to the same rate of vacation eligibility based on past years of employment as full-time employees. However, their monthly accumulation of vacation credit will be in the same proportion as the number of hours they work each month divided by one hundred seventy-four (174).

Section 3: Payment, carry-over or reinstatement of vacation credit earned during periods of employment of less than six (6) months in duration shall not be granted.

Section 4: An employee may take their vacation time off at any time subsequent to the employee's completion of the first six (6) months of their probationary period. Vacations in excess of five (5) days must be scheduled at least two (2) weeks in advance of the requested time off and are subject to approval by the Division Director. Vacation leaves of less than five (5) days should normally be requested at least three (3) days in advance. Whenever possible, leave requests shall be

responded to within two (2) working days. Use of accumulated vacation time may include partial days off in units of not less than one-quarter (1/4) hour. Employees may not use earned vacation until they have completed the first six (6) months of their probationary period.

Section 5: An employee may, at their option, accumulate a maximum of three hundred (300) hours of vacation credit. Unused vacation credit will not be credited beyond three hundred (300) hours, unless the employee's vacation is deferred at the request of the Administrator or designee, and then only if the employee has filed and received approval of a request for deferral of vacation for a maximum of forty-five (45) calendar days beyond the date on which the employee has reached three hundred (300) hours vacation credit.

Section 6: An employee who is terminated at the option of the District or who voluntarily resigns or retires from their position and has given twenty-one (21) calendar days advance written notice of resignation or retirement shall be paid their straight-time rate for all credited hours of unused vacation time upon termination or retirement. An employee who voluntarily resigns or retires and who fails to give such notice twenty-one (21) days in advance of termination or retirement will receive pay for their unused vacation credit at their regular straight-time hourly equivalent of the difference between the actual hours worked after notice and the hours he/she would have worked had he/she given twenty-one (21) calendar days advance notice and continued their regular work schedule. At its option, the District may release a terminating employee prior to expiration of the employee's 21-day notice upon the employee's request, in which case no reduction in the employee's vacation payoff would be made. An employee whose services are terminated before six (6) months of continuous employment is not eligible for payment of any accumulated vacation credit. Upon the death of an employee, their beneficiary shall be paid for unused annual leave at the rate being paid the employee at the time of death.

Section 7: If a holiday recognized under this Agreement falls on a normal working day during which the employee is on vacation the holiday shall not be counted against the employee's vacation account.

Section 8: Employment which begins on or before the fifteenth (15th) day of any month will be credited with one (1) day of vacation; employment which begins after the fifteenth (15th) day of any month will be credited with one half day of vacation.

ARTICLE 12- HOLIDAYS

Section 1: The District and the Union agree that the following are holidays with pay:

New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1 st Monday in September
Veteran's Day	November 11th

Thanksgiving Day
Day Immediately Following Thanksgiving
Christmas Day
One (1) Personal Holiday
One (1) District-wide Floating Holiday

4th Thursday in November
December 25th

Section 2: Each employee shall be entitled to one (1) personal holiday after six (6) months of employment. In order for the employee to use said personal holiday, he/she must provide the District with sufficient prior written notice so that the District can properly plan for continuity of service. Management will decide the sufficiency of notice in its own discretion. Employees must take the one (1) personal holiday within the calendar year in which it was earned or lose it.

For each calendar year, Management will decide on one (1) District-wide holiday.

Section 3: If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

Section 4: All work performed on a holiday shall be compensated at two and one-half (2.5) times the employee's regular hourly rate.

Section 5: Should the Division Director determine that work on a holiday is necessitated, the Director may assign employees to perform said work. Work performed on holidays shall be on a voluntary basis within a classification first, or if there are no volunteers, assigned to the least senior employee within a classification second.

Section 6: For an employee to receive holiday pay, the employee must be in pay status on the workday before and the workday after a holiday.

Section 7: An irregular part-time or temporary employee shall not be entitled to a floating holiday or to other paid holidays.

ARTICLE 13 - SICK LEAVE

Section 1: Each regular full-time employee shall accumulate eight (8) hours of sick leave per month credited at the end of each calendar month. Each regular part-time employee shall accumulate sick leave in proportion to their hours worked per month based on 8 hours for every one hundred seventy-four (174) hours worked per calendar month and credited at the end of each month. An employee may accumulate a maximum of 600 hours.

Section 2: Sick leave with pay shall be allowed an employee who is incapacitated due to illness or injury or when necessary for medical or dental examination or treatment of the employee or for illness in the immediate family. For Purposes of this Article "immediate family" shall be interpreted to mean the following persons related to the employee by blood, marriage or legal adoption (spouse, state registered domestic partnership, children, parents, siblings and grandparents, but shall exclude aunts, uncles and cousins). Those family terms shall be as defined by RCW 49.12.270 Section 2 (effective January 1, 2003) and the term child as defined by RCW

49.12.265. State registered domestic partnership criteria as set forth in RCW 26.60.030. Sick leave may be used as it is accrued. Sick leave may be used to assist with illness care or birth of a grandchild subject to prior approval by the District based on the circumstances and the workload on a case-by-case basis.

Section 3 - Sick Leave Abuse: The parties recognize that sick leave is to be used for genuine illness, injury, or qualified conditions as outlined by the applicable WAC provisions and is not accrued earned leave as is vacation leave. Abuse or misuse of sick leave, including but not limited to its use for non-qualifying purposes, constitutes just cause for disciplinary action in accordance with the disciplinary procedures outlined in this agreement.

BFHD has the right to request documentation from the Union member's health care provider establishing the need/basis for an absence of more than three (3) days from work due to a medical condition of the Union member or the Union member's minor child (or for other reasons set forth in Section 2 of this Article). The Union member shall provide said documentation if requested by the District. Such documentation from the Union member's health care provider shall reflect sufficient information to allow the District to determine whether the absence was justified, but said documentation need not reveal the specific diagnosis. All employee requests for verification may not result in an unreasonable burden or expense on the employee.

If in response to a request for documentation the Union member is unable to immediately provide satisfactory documentation of the use of sick leave consistent with the provisions of Section 2 of this Article, the District may require the Union member to seek such documentation from the Union member's health care provider as soon as reasonably possible in order to establish the validity of the request for sick leave and the absence from work due to a medical condition of the Union member or the Union member's minor child or for the other reasons set forth in this Article. If the Union member is still unable to provide such documentation within a reasonable period of time, then the matter will be reviewed further with the employee. In any event, the District shall have the right to mandate that the affected Union member provide satisfactory documentation with respect to any future sick leave requests for a reasonable period of time inclusive of up to one (1) year and the Union member will be notified of such requirement and will comply with such requirement. Non-compliance will result in disciplinary action. The satisfactory documentation need not reveal the specific diagnosis but must include sufficient information to allow the District to make a reasonable assessment of the validity of a sick leave request.

It is recognized that, at any time, a Union member may be subject to progressive discipline for falsifying documentation or being absent from work without appropriate documentation (*e.g.*, medical documentation or prior approval by the employee's division director) consistent with the reasons identified in this Article or for use of sick leave for reasons other than those set forth in this Article.

Notwithstanding the provisions of this Article as they pertain to sick leave and the necessity of documentation to support such sick leave, the provisions of this Article do not redefine, nor do they alter the District's right to discipline for absenteeism. Productivity and efficiency of service is essential to the continued viability of the Health District.

Section 4: An employee on sick leave must report daily, early in the day, to their supervisor or Division Director or to the Human Resources Director if the supervisor and director are unavailable. It is understood that when an employee is hospitalized or on an extended sick leave, daily reporting will not be required.

Section 5: An employee with a year or more of service will receive pay for twenty-five percent (25%) of accumulated sick leave based upon the rate of pay at the time of termination. Employees terminated for cause shall not receive any pay for accumulated sick leave.

Section 6: Upon an employee's death, the employee's beneficiary will receive payment for all accumulated sick leave based upon the employee's rate of pay at the time of death.

Section 7: Sick leave shall continue to accrue during paid leaves of absence.

Section 8: If an employee is injured or taken ill while on paid vacation or compensatory time off, he/she shall notify the Division Director on the first day of such disability, either by telephone (including text message) or email, or by letter postmarked the first day of the disability. If it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible. In that case, the notice shall be accompanied by a showing of acceptable reason for the delay.

In order for the employee to be compensated under their sick leave account for illness or disability suffered while on vacation or compensatory time off, a doctor's statement or other acceptable proof of illness or disability must be presented to the Division Director upon the employee's return to work.

Section 9: Whenever an employee is injured on the job and their condition demands immediate medical treatment, the employee will be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account, subject to approval by the Division Director.

Employees injured on the job and on Worker's Compensation leave shall have return rights to their former position for a period of three months from their last day worked. At the discretion of the Administrator return rights may be extended.

Section 10: The parties agree that an employee may donate annual leave hours to another employee who is suffering from a serious illness or serious injury, both as determined by the Administrator. An employee may donate eight (8) hours of sick leave per year to another employee on an hour-for-hour basis not based on pay.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 1: Up to five (5) days off with pay not chargeable to the employee's sick leave or vacation account may be allowed an employee for the death of (1) a relative or (2) any individual related by close affinity; or (3) due to pregnancy loss including miscarriage, stillbirth, or other loss.

Eligibility Criteria – Bereavement Leave for Pregnancy Loss:

To qualify for Bereavement Leave for Pregnancy Loss, employees must meet the following conditions:

- Provide medical documentation from a licensed healthcare provider confirming the pregnancy loss. The documentation must include the date of the loss and confirm the need for leave.
- Employees must notify their supervisor or designated HR representative of their need to take Bereavement Leave for Pregnancy Loss as soon as practicable.
- Medical documentation must be submitted within 10 business days following the leave notification.

Leave for Pregnancy Loss Provisions:

Eligible employees are entitled to:

- Up to five (5) consecutive or non-consecutive working days of paid bereavement leave.
- Leave not deducted from the employee's accrued sick leave or vacation accounts.
- Payment at the employee's regular rate of pay.

Confidentiality:

- All medical documentation and information related to this bereavement leave will be kept strictly confidential and stored securely, separate from the employee's personnel file.

Section 2: Subject to prior approval from Human Resources, up to five (5) additional days may be used from the sick leave or vacation account of the employee.

Section 3: Subject to prior approval from Human Resources, sick or vacation leave may be used in order to attend the funeral in the case of a death outside the employee's immediate family.

Section 4: Except as limited above, any time off for bereavement leave purposes needs prior approval from the Director of Human Resources prior to the use of such time.

Section 5: For purposes of this Article, "relative" shall be interpreted to mean persons related to an employee by blood, marriage or legal adoption (spouse, state registered domestic partnership, children, parents, siblings and grandparents, but shall exclude aunts, uncles and cousins), and any person living in the employee's household for whose financial or physical care the employee is principally responsible. State registered domestic partnership criteria as set forth in RCW 26.60.030 and child as defined in RCW 49.12.265, regardless of age.

"An individual related by close affinity" includes relationships such as unmarried partners, household members, "chosen family," and any person with whom the employee has a significant personal bond that is like a familial relationship, regardless of biological or legal relationship.

A qualifying pregnancy is defined as the pregnancy of the employee or employee's spouse or partner; or any pregnancy, including through surrogacy or adoption, where the employee or employee's spouse or partner would have been parent or primary caregiver.

ARTICLE 15 - LEAVE OF ABSENCE

Section 1: Civil Leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state or municipal court when a subpoena compels such testimony. An employee must notify their Division Director, show proof of compulsion, and make necessary arrangements prior to taking civil leave. When an employee receives any payment fee for service as a juror or witness, the amount of payment received by said employee shall be deducted from their check by the District, exclusive of mileage and meals. Any employee who would otherwise be prevented from voting in a primary, general or special election due to extended hours of work shall be allowed sufficient time off with pay for voting purposes.

Section 2: Military Leave shall be granted in accordance with RCW 38.40.

Section 3: Military Family Leave shall be granted in accordance with RCW 49.77.

Section 4: Domestic Violence, Sexual Assault, and Stalking Leave shall be granted subject to the provisions of RCW 49.76.

Section 5 - Family and Medical Leave: The Employees shall be entitled to family medical leave as provided under the Federal Family Medical Leave Act (FMLA), the Washington Family Care Act, or other applicable laws Employees are required to exhaust all accrued paid leave (sick leave, comp time, annual, etc.) before becoming eligible for unpaid leave under this section, except forty (40) hours annual leave may be retained. In no event shall an employee be entitled to combined leave time for FMLA purposes of over twelve (12) weeks. On an exception basis, the Administrator may grant up to an additional twelve (12) weeks of parental leave beyond the FMLA limits. FMLA leave is intended to conform to changes in the law inclusive of limited eligibility depending on circumstances affecting the District, of the use of such leave for the care of parents-in-law and grandparents.

Eligible employees on family and medical leave shall have their health insurance benefits continued by the Health District for the term of the leave at the same levels as if the employee were not on family and medical leave. Additionally, under certain circumstances outlined by federal law, an employee may be entitled to take leave on an intermittent basis.

Section 6: Paid Family and Medical Leave: Chapter 50A.04 RCW provides that Washington will have paid family leave available to employees beginning January 1, 2020. Paid Family and Medical Leave is a mandatory statewide insurance program.

Employees are required to pay their portion of the premium for paid family & medical leave by payroll deduction. Paid family medical leave premiums shall be paid by the employee and the employer in accordance with the current RCW provisions in terms of percentages of contributions. The Employer's share is approximately thirty seven percent (37%) of the premium and the Employee's share is approximately sixty three percent (63%) of the premium paid by payroll deduction. These premium contributions shall commence January 1, 2019. The first payment to ESD is due April 30, 2019. Only as an example, if an employee had a monthly wage of \$3,000 the

statutory percentage of 0.4% of wages would equate to \$12.00/Employee share would be \$7.56 and the Employer share would be \$4.44. The Human Resources Director will determine the final calculation applicable to each employee based on guidance from the Employment Security Department.

Section 7: Other Leaves of Absence: Any employee may take leave of absence without pay provided the District grants prior written approval of such leave. No leave of absence shall be permitted unless the employee has first expended all accumulated annual leave.

Section 8: Return From Leave of Absence: At the expiration of authorized leave of absence of not more than three (3) months, employees shall resume their same class of work. At the expiration of authorized leave of absence in excess of three (3) months, an employee shall only be entitled, upon approval of the Administrator, to their former position or a similar position in the same or lower class if such position is available.

Seniority, status or pay step, except for pay increments to the salary schedule, shall be frozen at the commencement of the leave of absence and shall not continue to accrue until and if the employee returns from said leave. An employee during leave without pay may continue medical, dental, vision and life insurance benefits provided such employee makes satisfactory arrangements for payment of premiums. (Note: The District will continue to cover the District paid premiums for medical coverage while an employee is on leave under FMLA.)

Section 9: At the discretion of the Administrator, leaves with or without pay may be granted for attending professional meetings, conventions, symposia, workshops, college short courses, etc.

Section 10: Employees may use up to two (2) days leave (annual leave or comp-time at the employee's discretion) when they are unable to report for scheduled work because of inclement weather. The employee must seek prior approval from District management before using these days, except in extreme circumstances (*i.e.*, Mt. St. Helen's).

ARTICLE 16 - INSURANCE BENEFITS

Section 1: The District will contribute the following percentages toward the average medical insurance costs, as determined by the Employer, not including the consumer directed health care plans, for employees and dependents:

Employees – 85%
Employee + Spouse – 80%
Employee + Child(ren) – 80%
Full Family – 80%

The “average medical insurance” cost will be determined by computing the average cost of the medical plans, not including the consumer directed health care plans, offered by the District’s provider. The calculations shall be determined by the District’s Human Resources Director. The Director’s calculations shall be final and binding on the parties. These provisions are not subject to the grievance procedures. These calculations shall be reflected in Appendix B.

Effective January 1, 2022, until December 31, 2024, the parties agree to share equally the increase in insurance premiums. The revised contributions shall be calculated by the Human Resources Director.

The employee's share of the premiums necessary to pay for insurance coverages shall be carried out by payroll deduction. If the premiums for any coverages decrease, then the Employer's contribution obligation is limited to the lesser premium rate.

If the applicable insurance companies or brokers notify the District of changes in benefit levels or coverages, then the District shall request negotiations regarding benefit and coverage changes and the Union shall agree to negotiate with the District concerning proposed benefit modifications.

Section 2: The District agrees to maintain professional liability insurance to cover District employees while they are performing their duties. The amount of coverage shall be as determined by the Administrator and the Health Board.

Section 3: The District shall provide copies of health, medical and life insurance benefit brochures, including a summary of professional liability coverage amount, to all employees of the District.

Section 4: The District shall make a monthly deposit into the MSA/VEBA equal to (1%) of the employee’s regular monthly salary. This section is subject to the provisions of Sections 2, 3 and 4 above.

Section 5: Eligible employees who elect not to participate in any medical plan offered by the District must comply with PEBB guidelines and complete a PEBB Employee Enrollment/Change form to effectively waive medical coverage. For the calendar year 2023 and 2024 those employees who have waived medical coverage offered by the District, the District will provide a \$50.00 per month contribution deposited to the Health Reimbursement Arrangement Voluntary Employees’ Beneficiary Association (HRA VEBA) plan. These provisions are not subject to the grievance procedures. This section is subject to the provisions of Sections 2, 3 and 4 above.

Section 6: The District provides an Employee Assistance Program and reserves the right to change such program, from time to time, and further reserves the right to terminate such program if budget constraints necessitate.

Section 7: The District will carry out the payroll deduction for the employee’s contribution towards the WA Cares Fund (Long-Term Care Fund) as established by the Washington State Long-Term Services and Supports Trust Program RCW 50b.04.

ARTICLE 17 – RETIREMENT

Section 1: All eligible employees shall be covered by the Public Employees Retirement System (PERS).

ARTICLE 18 - GENERAL CONDITIONS

Section 1 - Certification:

- A. The District will pay for the cost of certification testing for Hematocrit Certification for those positions for which certifications are required as a condition of work performance.
- B. Required Certifications in Environmental Health:
 - (1) All new and existing employees must obtain certification(s) as required by the District which relate to the performance of their duties within two (2) years of employment in the program for which the District and/or the law requires such certification or within the timeframe mandated by legislation and/or applicable laws, whichever is applicable and sooner.
 - (2) The District shall pay the certification and/or renewal fee. The District may allow employees to take applicable training and exams on paid time status; provided, however, the District has the sole discretion to make this decision on a case-by-case non precedent basis. Any other costs and/or expenses associated with preparation for examination for initial certification and/or any renewal of certification, such as study time, shall be the responsibility of the employee. Employees may utilize the education allowance subject to the terms of Article 28, Section 1.
 - (3) Failure to obtain certification and/or renewal on a timely basis as determined by the District as set forth above and as set forth in legislation and/or the law will result in disciplinary action pursuant to Article 22 up to and including discharge/termination. In addition, any re-testing and/or fees associated with failures to obtain certification and/or renewal will be the sole responsibility of the employee. Exceptions may be reviewed on a case-by-case basis as determined by the Division Director.
 - (4) Upon certification if an employee leaves employment prior to fifty percent (50%) of the certification period having expired, then the employee shall reimburse the District for the fee paid by the District. Said reimbursement shall occur by payroll deduction from the employee's last check.

Section 2 - Clothing and Uniforms: The District may provide employees with protective clothing or uniforms. In the event the District chooses to provide employees with protective clothing or uniforms, said employees agree that they shall wear said protective clothing or uniforms as a

condition of employment with the District. The District will provide all personnel who, based on their job requirements, perform work which necessitates specific shoe-wear for safety purposes as determined by the District, with an annual shoe allowance of up to one hundred fifty (\$150.00) dollars. Shoe allowance purchases are intended to be used solely for department related work purposes. The shoe allowance shall be for a maximum of one (1) pair of work designed, safety reinforced type of shoe per calendar year.

Section 3 - Transportation: The District agrees to provide transportation or to reimburse employees for the use of their own automobiles on District business. Any changes in mileage compensation will be administered and processed in compliance with the Office of Financial Management (OFM) applicable rate.

Section 4 - Travel Reimbursement: Reimbursement for travel related to official business shall be in accordance with the District's travel policy. The District shall reimburse the employee on a per diem basis for necessary expenses in travel if said expenses are related to official business. Arrangements for such reimbursement must be made and approved by the Division Director or Administrator prior to such expenses being incurred.

Whenever an employee is covered by this Agreement is temporarily assigned by their Division Director or Administrator to work (*i.e.*, perform their regular duties) at a location greater than twenty (20) miles from their normal place of employment, any time less meal time, consumed in travel to and from the new location, shall be considered part of the work day. Employee's schedules should be adjusted to allow for travel during normal work hours whenever possible, however, should it be necessary for an employee to travel outside the employee's regular working hours, said time shall be compensated at the applicable overtime rate upon prior approval of the Division Director. If the employee fails to request prior overtime approval from the Division Director, or, after requesting prior overtime approval and said approval is denied, the employee elects to work overtime, no compensation for said overtime will be granted by the District. This Section does not apply to travel to attend workshops or professional conferences.

Section 5 - Safety Committee: There shall be formed a safety committee to meet and discuss issues of safety and well-being and make recommendations on such issues. Said committee shall be formed in compliance with the Washington Administrative Code (WAC) Chapter 296-800 (296-800-130, et seq). The committee shall meet on a quarterly basis each year; however, the committee may meet more often to discuss safety problems that require more immediate attention.

Section 6 - Board of Health Meetings: In the event that the District continues to conduct its meetings during employee's regular working hours, the District shall compensate one (1) bargaining unit member at their regular rate of pay for all time spent attending board meetings.

ARTICLE 19 – CLASSIFICATION

Section 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.

Section 2: Employees shall not normally be assigned duties foreign to their job classification and specifications; however, employees may be assigned to perform duties which are incidental to their classification. Incidental duties shall mean only those duties which are related to the employee's job classification and specification.

Section 3: Working a higher classification for training purposes shall not be in violation of Section 2 above, provided such training shall not exceed three (3) calendar months duration. During such training, employees shall not be paid above their regular rate of pay. An employee shall be worked in training status only one (1) time for each job classification. The Supervisor or Division Director shall officially note the start of such training period.

Section 4: Effective January 1, 2012, when an employee is temporarily assigned by the Supervisor or Division Director to perform duties at a higher classification for one (1) consecutive hour or more, he/she shall be compensated at the step of the higher rate for the higher classification that provides for a minimum of a one-step increase. This provision does not apply to employees in training as provided for in Section 3 above.

Section 5: An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.

Section 6: Job specifications for classifications shall be those mutually accepted by the parties at the time of negotiation of the collective bargaining agreement.

Section 7: Classifications assigned hereto shall be in effect at the time of the signing of this Agreement unless District Management determines it is necessary to change a classification, and such change does not substantially alter the duties, responsibilities, definition and minimum qualifications previously indicated in prior job classifications. Maintaining accreditation will require revisions to class specifications to include core competencies and other functional requirements.

Section 8: The District agrees to consult with the Union before it makes any substantial changes in the class specifications covered in the classifications listed in the attached appendix, provided, however, the District agrees it will not make any substantial change in said class specifications that would result in the elimination of jurisdiction of the Union (*i.e.*, changing a bargaining unit position to an exempt position, etc.).

Section 9: Where the District wishes to create a new classification, the following procedure shall apply:

- (a) The District shall set forth in writing its proposal and salary assigned and forward same to the Union by certified mail and email. Within three (3) days after such mailing, the proposal will be deemed to have been received by the Union.
- (b) The Union may review the proposed classification and the salary range for twenty (20) calendar days following receipt thereof. During this period, the Union shall notify the District as to agreement or non-agreement on the proposed classification

and salary range. If agreement is reached, it will remain in effect unless changed in negotiations for a new collective bargaining agreement.

- (c) If no agreement is reached, the District shall make the final decision.

Section 10: The parties agree that classification reviews shall 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.

An employee who continues in a position which is reallocated downward shall be paid an amount equal to his/her previous salary. Employees whose current salary falls between two steps or exceeds the top step of the new position shall be Y-rated.

The Y-rated employee shall retain their existing periodic increment date provided the salary is not equal or greater than the maximum of the lower sub-range. Employees whose salaries are Y-rated between steps will move to the first dollar amount step for the class in the lower sub-range on their periodic increment date.

Section 11: The parties understand and agree that the following classifications are supervisory employees: Clerk-Typist III, Clerk-Stenographer III, Environmental Health Specialist III, Environmental Health Specialist IV, Microbiologist III, Microbiologist IV, Nutritionist III, and Nutritionist IV. These employees have an affirmative duty to provide supervisory guidance and to make supervisory decisions as relates to subordinate employees.

ARTICLE 20 - HIRING, PROMOTIONS & TRANSFERS

Section 1: Whenever it is necessary to fill position vacancies, the following procedure shall be used:

- (a) A description of the vacancy shall be posted for four (4) working days or longer as determined to be necessary and reasonable by District management prior to the intended filling date of the position. It shall be posted in a place conspicuous to employees in the bargaining unit.
- (b) Such description shall have additional information describing the job and the desired qualifications for it for the information of the applicants.
- (c) Employee applications shall follow procedures established by District management.
- (d) A current employee shall respond to the Human Resources Department in writing expressing their interest in any job posting. The Human Resources Director may request further job relevant information such as qualifications or experience. The employee may provide additional relevant information to Human Resources.

- (e) An employee who is on vacation or authorized leave of absence during the posting period shall be permitted to make application within two (2) days after return to work; however, said application need not be accepted by the District if it is received more than fifteen (15) calendar days after the vacancy is first posted, inclusive of the four (4) day posting period.
- (f) Preference for filling vacancies and new positions created during the term of this Agreement may be given permanent employees having the necessary minimum qualifications as defined in the job specifications, except as restricted by the Layoff Article of this Agreement. District management shall determine which applicant is to be selected to fill vacancies or new positions. District management shall take into consideration experience, job knowledge, past performance and seniority; however, where experience, job knowledge and past performance are relatively equal as determined by District management, the seniority will apply.
- (g) In the event of a public health emergency, the District may temporarily suspend the above hiring procedure. The District will provide the employees with twelve (12) hours' notice if possible.

New employees or existing employees who are selected to fill vacancies or new positions must fulfill a six (6) month probationary period. The probationary period may be extended up to three (3) months. The District shall give ten (10) working days' notice, including a letter of expectation, to the employee and five (5) working days' notice to the Union Representative. The letter of expectation shall provide a written action plan. During the entire probationary period, a new employee may be terminated without reason. Existing employees may be returned to their former position if they do not perform satisfactorily.

Upon successful completion of the probationary status, the employee shall be given permanent status in that position.

Section 2: Promotions will be based on experience, job knowledge, past performance and seniority. District management shall determine which employee shall be promoted. District management shall take into consideration experience, job knowledge, past performance and seniority; however, when experience, job knowledge and past performance are relatively equal as determined by District management, then seniority will apply.

Section 3: Promotion is an employee's reassignment under the provisions of this Agreement to a position having a higher salary range. On the date of promotion, an employee is entitled to the higher of:

- (a) First step of the range for their new job class.
- (b) Advancement to the step of the range for the new class which most closely approximates five percent (5%) more than their previous salary.

On the first of the month nearest six (6) months following the date of promotion, the employee progresses again to the salary step closest to five percent (5%) above the step which was gained on the date of promotion, provided that the employee may not progress beyond the top step of the range for their class. This second progression date becomes the employee's "step-increase date." Subsequent step increases within the range are at annual intervals and each step shall be to the step closest to five percent (5%) above the previous step, and which does not exceed the top of the range.

The first six (6) months after promotion are probationary during which time the employee may be returned to their former position.

This provision shall not apply to work performed during the six (6) month training period as provided for in Article 19.

If an employee would otherwise have received a step increase on the same day as a promotion, demotion, reclassification upwards or downwards, or a range adjustment, the step increase will be considered to have occurred before any of the other actions.

Section 4: Permanent transfers of employees to a new or different permanent work site beyond a twenty (20) mile radius of their present permanent work site (*i.e.*, Richland to Prosser) shall be by mutual consent. Provided, however, if no qualified volunteer comes forward, then the least senior employee with the necessary qualification in the classification of the position to be filled, as determined by the Administrator, shall be so assigned.

ARTICLE 21 - LAYOFF AND RECALL

Section 1: The Public Health District Administrator shall be the sole determiner of when layoffs are necessary. The District may only lay off employees when such action is made necessary by reason of lack of work, lack of funds or a good faith reorganization.

Section 2: The District shall give fifteen (15) working days' notice or pay in lieu of notice not to exceed fifteen (15) days at straight time pay to designated employees during which time the employee and the Union may suggest alternatives to the action.

Section 3: An employee whose position is abolished may:

- (a) Transfer to a vacant position, if one exists, in the same classification and meets the minimum qualifications.
- (b) Bump the employee with the least seniority in a progressively lower classification that the employee was previously employed in by the District, (Example a Health Services Worker previously employed as a Clerk-Typist could bump into a Clerk-Typist position).

- (c) Bump the employee with the least seniority outside of their series but within their reduction-in-force unit, for which they meet the minimum qualifications (see below).
- (d) An employee is only permitted to bump a progressively lower classification in their series or RIF unit, for which they meet the minimum qualifications. Under no circumstances will an employee be permitted to bump up to a higher classification.
- (e) The "bumped" employee has the same rights to bumping as outlined above.
- (f) For the purpose of section (d) above, classes will be grouped in the following RIF units:
 - (i) Operations Supervisor – Environmental Health 3, 4
Environmental Health Specialists 3, 4
 - (ii) Operations Supervisor – Emergency Preparedness 3, 4
 - (iii) Clerical Supervisor 1, 2, 3
 - (iv) Nutritionist 3, 4
Operations Supervisor – WIC 3, 4
 - (v) Social Worker 1, 2
 - (vi) Operations Supervisor – HIV 3, 4
Operations Supervisor – Care Connect 3, 4
 - (vii) Operations Supervisor – CD/Epi 3, 4

If Management makes a good faith determination that an employee lacks the ability and/or attitude and professionalism to effectively and efficiently perform the work given a layoff situation based on a disciplinary record of a serious offense and/or serious offenses, that employee shall not have the right to bump a less senior employee.

Employees shall not be permitted to bump employees outside of the bargaining unit and non-bargaining unit employees, including employees who formerly served in the bargaining unit, shall not be permitted to bump back into the bargaining unit.

The bumping employee will move to the salary step in the classification to which they bumped at a salary level closest to their current salary.

Section 4: Laid off employees may be eligible for re-employment to open positions they held when they were laid off as long as they keep the employer informed of their current address. This applies for a period of one (1) year from the date of layoff. Any offer of eligibility for re-employment will

be in writing and sent by certified mail to the employee. The employee shall be deemed to have received the notice within three (3) days after the District mails the notice.

An employee so notified must indicate their acceptance of said re-employment within ten (10) calendar days of receipt of notice and shall be back on the job within thirty (30) days of acceptance of said offer or forfeit all call-back rights under this Article.

Section 5: Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave provided all other provisions of this Article are complied with, including that the employee must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed their six (6) months probationary period. However, employees shall not have vacation time or sick leave time reinstated where the employee has been compensated for said time by the District as a result of the layoff.

Section 6: For the purposes of this Article only, seniority is defined to be the length of employment since employee's hire date into their current classification. In cases of part-time employees or employees with the same hire date, total hours paid shall be calculated to determine seniority. Existing employees of the District will retain seniority for all other Articles (*i.e.*, vacation, promotion, etc.).

ARTICLE 22 – DISCIPLINE

Section 1: The Administrator or their designee may reprimand, suspend without pay, demote or discharge/terminate an employee for just cause including the following causes, but not limited thereto:

- (a) Neglect of duty: The failure to perform job duties and responsibilities;
- (b) Absenteeism: Absence from work affecting work performance and operations;
- (c) Tardiness: Arriving late to work or work-related activities;
- (d) Unsatisfactory performance: Failure to meet the standards of work performance such as lack of quality, inefficiency, or inability to meet job employer expectations;
- (e) Inefficiency: Inability to complete tasks in a timely, organized, or productive manner;
- (f) Insubordination: Refusal of directives or showing disrespect towards supervisors;
- (g) Incompetence: Lack of skills, knowledge, or ability to perform job duties satisfactorily;
- (h) Conviction and/or plea bargain of any crime which may have an adverse impact: Conviction of a crime or entering into a plea bargain for a crime, which may adversely affect the ability to work, the relationships with colleagues, or the reputation of the District;
- (i) Malfeasance or misfeasance: Malfeasance refers to wrongdoing or misconduct by an employee in a public job. Misfeasance refers to negligent fulfillment or lawful duties.
- (j) Misconduct: Breaches of professional standards, job duties, directives, workplace policies or procedures, etc.;
- (k) Dishonesty, theft, or fraud: Engaging in deceitful, illegal, or unethical conduct,

examples of which are lying, stealing, misrepresentations or manipulating information;

- (l) Violation of rules regulations, policies or procedures: Failure to comply with workplace guidelines or standards;
- (m) Violation of the No Strike Clause in Article XXVII hereof: Participating in or organizing strikes, work stoppages, or any other work disruptions in violation of Article XXVII;
- (n) Any discrimination, harassment, bullying, intimidation, retaliation: Engaging in any activities which discriminate against, harass, bully, intimidate, or retaliate against others based on protected characteristics or as retaliation for reporting issues;
- (o) Conflicts of interest: Situations where an employee's personal interests, relationships, or activities conflict with their official responsibilities to the District, examples of which are biased decisions or unethical behavior, etc.;
- (p) Failure to maintain, any suspension of and/or any loss/revocation of certification(s) and/or license(s): Not maintaining or renewing professional certifications or licenses necessary for the performance of essential job functions; and
- (q) Any other disciplinary causes normally associated with the work environment: This refers to any behaviors, actions, or conduct not specifically listed above but which may be considered as basis for disciplinary action inclusive of those supported by past grievance arbitration decisions.

Section 2: An informal meeting between an employee and his/her Director, and/or District Administrator may be held to discuss a personnel problem prior to any formal meeting regarding the discussion of possible disciplinary action. The Director and/or Administrator may place a copy of notes regarding such a meeting in the employee's personnel file with a copy to the employee.

Employees shall have the right to Union representation in any meeting regarding the discussion of possible disciplinary action. If an employee desires Union representation, said employee shall be provided reasonable time to arrange Union representation. Such representation may include a Steward or Union Representative as is appropriate and timely to the situation. Prior to such a meeting, the Director involved shall notify the employee of the employee's right to such representation.

Section 3: In order of increasing severity, the formal disciplinary actions, corrective actions, which the District may administer include:

- (a) Verbal warning;
- (b) Written reprimand;
- (c) Suspension without pay;
- (d) Demotion, where applicable; and
- (e) Discharge/termination.

The District/Employer is not restricted to administering disciplinary action/corrective actions in a progressive manner. The disciplinary action/corrective action is dependent on the District/Employer's assessment of the significance of the violation(s)/misconduct(s) as determined

by the Administrator or designee. For example, an employee could receive suspension without pay even though there may not be prior disciplinary action/corrective action in their personnel file. Another example would be if the employee engaged in very serious misconduct, they might be subject to discharge/termination even though there are no disciplinary actions/corrective actions in their personnel file. The District/Employer has the right to administer disciplinary action/corrective action which combines several of the above actions and which may be coupled with a last change agreement providing that if the employee violates the terms of the last change agreement, they are subject to discharge/termination.

Section 4: In cases where suspension without pay, demotion or discharge is contemplated by the District, the employee shall have the right to a pre-disciplinary action meeting with a Union Representative present. The meeting will be scheduled on a date and time mutually convenient to the parties taking into consideration potential for the need to deal with the issues on an emergent basis. The purpose of the meeting is to provide the employee the opportunity to respond to allegations made against them. Prior to such a meeting and included with the notice of pre-disciplinary action meeting will be a written summary of allegations provided to the employee and copied to the Union Representative. However, this summary of allegations shall not be construed to limit nor to prevent the admissibility and applicability of any subsequently discovered evidence of violation(s) and/or misconduct by the District. The District will issue a final determination of the disciplinary action within a reasonable period of time from the meeting except if further investigation is needed in which case a reasonable time after the further investigation is concluded.

Section 5: When circumstances are such that retention of the employee will likely result in disruption of District programs, damage to or loss of District property or be injurious to the District employee, fellow employees or the clientele of the District, the Administrator or their designee may immediately suspend an employee with pay pending the outcome of the investigation. Upon conclusion of the District's investigation, if the discipline contemplated could be a suspension without pay, demotion or discharge, the District will issue a notice of pre-disciplinary action meeting.

Section 6: The Administrator or their designee may demote an employee to the next lower classification in this classification series for cause as specified in this Article.

Section 7: The parties agree that a Performance Improvement Plan (PIP) is a non-disciplinary method for the purposes of providing coaching and guidance to employees. The focus of a PIP is to encourage and assist the employee with improving their performance by establishing specific goals, providing feedback, and developing options for improvement. The PIP is intended as a constructive framework to help employees improve their skills, address performance issues, and guide the employee to meet the job expectations without the imposition of disciplinary measures.

Corrective Action Plan (CAP) as set forth in Section 3 above, is a formal disciplinary process implemented when there are performance issues, behavioral issues, or any other work environment problems which require correction. A CAP sets forth expectations addressing improvement, timelines, and the consequences of failing to meet the CAP. CAPs are necessary to hold employees accountable for their conduct and/or actions with consequences for non-compliance, up to and including discharge or termination of employment.

Section 8: The parties recognize that the District retains the right to engage a third-party investigator to conduct internal investigations when deemed necessary by the Employer. Examples of reasons for third-party investigators are the need for expertise, to reasonably avoid potential for accusations of bias and/or lack of impartiality and fairness in the investigatory process. The decision to hire a third-party investigator is at the sole discretion of the District/Employer. The use of a third-party investigator does not alter the procedural rights of the employees outlined in this agreement.

ARTICLE 23 - UNION REPRESENTATIVES

Section 1: The Union shall, within ten (10) days after the signing of this Agreement, provide in writing the name(s) of Steward(s) and officers to the District's Director of Human Resources. The Union shall also notify in writing to the Director of Human Resources of any changes to officers, the leadership and the Stewards when those changes occur. The Steward shall see that the provisions of this Agreement are observed and shall be allowed reasonable work time to do so.

Section 2: The Union Representative shall have access to the office during business hours, providing they do not interfere or cause employees to neglect their work.

Section 3: The District and the Union agree to share the expense of providing copies of this Agreement to new employees and all existing employees.

Section 4: The District shall provide bulletin board space in each office for use of the Union in areas accessible to members of the bargaining unit.

ARTICLE 24 - CONFERENCE COMMITTEE

Section 1: The District and the Union agree to establish a joint supervisor conference committee consisting of two (2) supervisors including the Union representative(s) and two (2) District representatives including the Administrator and/or a representative. The purpose of this committee is to deal with matters of a group or District wide nature rather than individual concerns that are best addressed through the normal chain of command and contract enforcement procedures. Either the Union Representative or the District representative may initiate discussion of any subject affecting employees covered by this Agreement. Both parties agree that when either desires to call a meeting of the committee, they will inform the other party in writing stating the subjects they wish to discuss.

ARTICLE 25 - SAVINGS CLAUSE

Section 1: If an Article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 26- SUBORDINATION OF AGREEMENT

Section 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. When any provision thereof are in conflict with or is different from the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

ARTICLE 27 - NO WORK STOPPAGE AND NO LOCKOUT

Section 1: The District and the Union agree that the public interest requires the efficient and uninterrupted performance of all District services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, slow down or other interference with District functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. District employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to appropriate disciplinary action as may be determined by the District. The determination as to whether disciplinary action shall be taken is one left to the sole discretion of District Management.

Section 2: It shall not be considered a violation of Section 1 above if employees covered by this Agreement refuse to cross a picket line where their physical health and safety will be jeopardized by doing so. However, said employee must thereafter report and confer with District management regarding the incident.

Section 3: The District agrees that there will be no lockouts during the term of this Agreement; however, the District reserves the right to keep District offices closed where the situation is such that opening the office to District employees would result in loss or damage to the District or District property.

ARTICLE 28 - EDUCATIONAL ASSISTANCE

Section 1: At the discretion of the Administrator, leaves with or without pay may be granted for attending professional meetings, conventions, symposia, workshops, college short courses, etc. If the Administrator or Division Director approves of the professional meetings, conventions, etc., regular full-time and part-time employees may be provided up to four hundred dollars (\$400.00) per year for purposes of tuition payments, licensure renewals, or attending educational meetings approved by the Administrator or Division Director provided the number of employees attending does not jeopardize District services. The terms "professional meetings, conventions, etc." is defined as those conducted to develop the skills and qualifications of the employee for the purpose of enhancing and upgrading work performance subject to the District's prior approval. Approval for the purchase of educational materials may be granted as part of the Educational Assistance program, on the condition that funding is available as determined by the District and such materials become a shared resource for all employees. Employees may submit a written request using the Employer's form at least ninety (90) calendar days prior to December 31, indicating a desire to

carry over the four hundred dollars (\$400) into the following year. If such a request is timely submitted, the employee shall be eligible for six hundred dollars (\$600) to use in the next year for purposes of workshops, seminars, and educational programs subject to the above provisions inclusive of transportation costs, lodging and meals. If the employee does not use the six hundred dollars (\$600), then the employee will be eligible to carry over a maximum of six hundred dollars (\$600) into the third year. This carryover opportunity shall never exceed a total of three (3) years' accumulation of six hundred dollars (\$600). If an employee does not use all six hundred dollars (\$600), the unused funds shall be forfeited. Said employee shall comply with all the District's travel policies. The employee shall submit to the Employer written proof of attendance by way of receipt(s) for expenses and certificate(s) of satisfactory completion to be eligible for the educational assistance.

ARTICLE 29 – FURLOUGH/TEMPORARY FUNDING EMERGENCY

Section 1: A furlough is defined as placing employees in a temporary unpaid status during a temporary funding shortage, such as reduction in grants, outside funding resources and/or governmental shutdown at the Local, State and/or Federal levels. During this furlough period, the employees will maintain their employment status except for being in unpaid status. For example, vacation leave accruals, sick leave accruals and pension benefits would remain unaffected at the levels when the furlough started. Seniority would remain unaffected and would continue during the furlough period. A furlough is intended to address temporary funding shortages not mismanagement of District funds or to fill breaks in fee-for-service inconsistencies.

In the event of a temporary funding emergency the Administrator or designee will provide notification to the Union within 48 hours of formal notification of a potential temporary funding interruption. Management will provide the union bargaining team with written notification to discuss furlough options. The parties will negotiate the effects within the time frame announced in the Administrator's or designee's notification and permitted in terms of when the reduction will take place. If the parties reach agreement during that time frame, then such agreement shall be implemented. If the parties do not reach agreement, then the Administrator or designee shall follow emergency provisions, such as minimum essential staff required, and in good faith will implement necessary and fiscally responsible actions based on the best interests of the Employer and the Employees. Upon the return of the funding source, employees impacted shall return to work under their previously held positions, unless otherwise bargained.

There may be other "effects" the parties may wish to address during the "effects" bargaining timeframe addressed above.

ARTICLE 30 - SUPERVISOR RESPONSIBILITIES AND EXPECTATIONS

Section 1: Supervisors' duties shall be carried out in a professional manner, exhibiting support for the mission, goals, and directives of the Benton-Franklin Health District.

Section 2: Supervisors shall help manage resources in a responsible and fiscally sound manner. Supervisors shall carry out their supervisory responsibilities in an efficient, productive, and accountable manner.

Section 3: Supervisors are expected to consistently present the District's services in a professional manner to both the general public and staff. They are required to adhere to all written rules, codes, directives, policies, and procedures, with regard to enforcement action and service provisions, including explaining those written rules, codes, directives, policies, and procedures to the public and staff. Supervisors will explain all written rules, codes, directives, policies, and procedures to the public and staff in a consistent and professional manner, working collaboratively with the District Administrator or designee, other managers, and staff members.

Section 4: Supervisors will work closely with direct reports and employees on resources and budget development for their programs.

Supervisors may participate, if directed by management, in confidential discussions with the District Administrator or designee and other non-union staff members. Documents and discussions associated with agency wide budget, layoffs, and/or disciplinary actions are deemed confidential. The District Administrator or designee will identify confidential topics or materials in writing during such a meeting. Disclosure of such confidential material shall not occur without express approval from the District Administrator or designee.

Section 5: Supervisors will work with Human Resources to address personnel issues involving staff in a pro-active, private, and constructive manner. Supervisors are expected to follow through with personnel actions inclusive of disciplinary action, performance appraisals, and other personnel actions regarding staff members consistent with the directives of the Human Resources Director and/or District Administrator.

Section 6: It is important that Supervisors act professionally and present any potential questions and/or disagreements they might have regarding policies, procedures and the administration thereof directly to the appropriate Director, HR Director and/or District Administrator on a confidential basis; or in a Supervisors' only group meeting and/or venue designed for a purpose identified by the District Administrator, HR Director or designee on a confidential basis.

Section 7: Supervisors will comply with their class specifications, agency policies and the provisions of this Article and the CBA.

Section 8: Supervisors may be disciplined for misconduct(s) and/or violation(s) of this Article and other CBA provisions, in accordance with Article 22.

ARTICLE 31 - TERM OF AGREEMENT

Section 1: This Agreement shall become effective January 1, 2025, except as otherwise indicated, and shall remain in effect until December 31, 2026.

Negotiations for a successor Agreement for 2027 and beyond are subject to the parties providing written notice of intent to modify this Agreement at least one hundred twenty (120) days prior to December 31, 2026, except for the provisions of Article 16 and Article 24. The terms and

conditions of this supervisory collective bargaining agreement shall be effective the payroll period following signature by last signing party, except for wages and benefits.

Section 2: Upon submission of such notice, negotiations shall begin no later than ninety (90) calendar days prior to the expiration of this Agreement. If the parties have not reached agreement within sixty (60) days after negotiations commence, either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from PERC shall be advisory only and not binding on either party.

Section 3: In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect in accordance with Chapter 41.56 RCW.

IN WITNESS WHEREOF, the parties have caused this Agreement to signed by their duly constituted and legal authorities this date set below the signature of each party.

**BENTON-FRANKLIN DISTRICT
HEALTH DEPARTMENT**

**PROFESSIONAL & TECHNICAL
EMPLOYEES LOCAL 17**



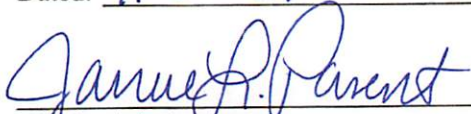
Chairperson, Board of Health

Dated: 11-5-25



Executive Director

Dated: 10-14-2025



District Administrator

Dated: 11/5/2025



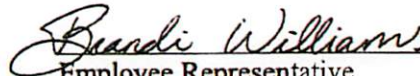
Union Representative

Dated: _____



Director of Human Resources

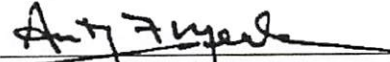
Dated: 11-5-2025



Employee Representative

Dated: 10/23/25

Represented by:



Anthony A. Menke
Management Labor Attorney

Dated: 12/01/25



Employee Representative

Dated: 10/23/2025



Employee Representative

Dated: 10/24/2025



Employee Representative

Dated: 10/24/2025