

**AGREEMENT**

**Between**

**SNOHOMISH HEALTH DISTRICT**

**and**

**PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17  
Environmental Health Unit - Supervisors**

**Effective**

**June 8, 2021 – December 31, 2022**

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This AGREEMENT is made and entered into this day between the SNOHOMISH HEALTH DISTRICT, a municipal corporation existing under the laws of the State of Washington, hereinafter called the “District,” and the PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17, hereinafter called the “Union.”

**1. DISCRIMINATION**

**1.1 Discrimination.**

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

**2. DEFINITIONS**

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

**2.1 Employee Representatives.**

Two members of the employee unit certified to the District by the bargaining representative.

**2.2 Full-time Exempt Employee.**

An employee, paid on a salary basis and not eligible for overtime pay, regularly scheduled to work forty (40) hours per week.

**2.3 Employee/Regular.**

An employee who has successfully completed the equivalent of twelve (12) months of full-time compensated hours as a trial service employee.

**2.4 Initial Trial Service Period.**

The first twelve (12) months of employment with the District, during which an employee will be required to demonstrate suitability for the position. Twelve (12) months is defined as twelve (12) months of full-time work or the equivalent of twelve (12) months of full-time work. During the Initial Trial Service Period, an employee serves “at will” and the employment relationship may be terminated by either the employee or the District without recourse to the grievance procedure.

## **2.5 Promotional Trial Service Period.**

The twelve (12) months following a promotion to the EH Supervisor Position Classification, during which the employee will be required to demonstrate suitability for the new position. Twelve (12) months is defined as twelve (12) months of full-time work or the equivalent of twelve (12) months of full-time work. In the event the District determines an employee has not passed the Promotional Trial Service Period:

**2.5.1** If the employee previously completed the initial trial service period in a position in the EH Non-Supervisory bargaining unit, the employee will be returned to a vacant position in the previously held classification, or will be permitted to bump the least senior employee in the bargaining unit, provided that the least senior employee was hired on or after May 24, 2021. If an employee bumps an EHS I through the provisions of this paragraph, the employee doing the bumping will be placed in the EHS II classification

**2.5.2** If the employee did not previously complete initial trial service period in a position in the EH Non-Supervisory bargaining unit, the employee may apply for a vacant position in the EH Non-Supervisor bargaining unit; otherwise, the employment relationship may be terminated.

## **2.6 Employee Temporary.**

An employee hired to meet transient needs of the District with the understanding that employment will be terminated when the District determines the need for temporary help is over. Such employees are not covered by collective bargaining agreements and are not eligible for insurance or leave benefits, except as otherwise required by law. A temporary employee may not be employed by the District for more than 1,040 hours in a consecutive nine (9) month period without at least a break in service of three (3) consecutive months.

## **2.7 Position Classification.**

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

## **2.8 Domestic Partner.**

A domestic partnership is composed of two unmarried persons satisfying the requirements of “state registered domestic partners,” as defined by RCW 26.60.030, who

have been issued a certificate of state registered domestic partnership by the Secretary of State.

## 2.9 Full-time Equivalent (FTE).

The proportion of full-time an employee is regularly scheduled to work. FTE is computed by dividing regularly scheduled weekly hours by 40.

Full-time =  $40/40 = 1.00$  FTE

Half-time =  $20/40 = .50$  FTE

24 hours per week (3 days per week @ 8 hours) =  $24/40 = .60$  FTE

## 2.10 Service Credit Calculation.

Certain benefits are based on an employee's years of service with the District, multiplied by their monthly FTE status. This calculation is referred to as the employee's "service credits." For full-time employees, this calculation is straight-forward. For example, a full-time employee with twelve months of continuous service will receive 12 service credits (12 months times 1.0 FTE), while an employee with 10 years of continuous full-time employment would have 120 service credits (12 months times 1.0 FTE).

The calculation for employees that are less than full-time shall be calculated on a *pro rata* basis using monthly FTE. When the sum of the monthly FTE equals 12, it is the equivalent of one continuous year of full-time service. For example, if an employee works six (6) months at .80 FTE (4.8), and six (6) months at .40 FTE (2.4), and eight (8) months at .60 FTE (4.8) the total is 12 ( $4.8+2.4+4.8=12$ ), or 12 service credits (equivalent to one (1) full-time year of service).

## 2.11 Appointment/Original.

The beginning date of a current period of continuous appointment in any one or sequence of positions. This definition applies to any new employee hired from outside of the District.

## 2.12 Appointment/Promotional.

Appointment of an employee to a job in a different Position Classification having a higher salary schedule. This definition applies to any existing employee promoted from within the District.

## 2.13 Classification Seniority

Classification seniority will only apply for the purposes of reduction in force. Classification seniority is based on total length of continuous service with the District in a particular classification. Classification seniority is measured in service credits, as described in Section 2.9. Authorized leaves of absence without pay will not constitute a break in classification seniority, but time spent on such leaves in excess of fifteen (15)



calendar days will not be included in calculating seniority. In the event that two employees have the same classification seniority, ties will be broken first by total service credits with the District and, if a tie remains, by a coin toss.

#### **2.14 EH Supervisor Bargaining Unit**

Employees occupying the EH Supervisor Position Classification who are covered by this Agreement.

#### **2.15 EH Non-Supervisor Bargaining Unit**

Employees at the District holding EHS I, EHS II, and EHS III (grandfathered) Position Classifications, who are covered by a separate collective bargaining agreement.

### **3. ASSOCIATION OR UNION MEMBERSHIP**

#### **3.1 Employee Organizations Recognized.**

The District recognizes the Union as the sole and exclusive bargaining representative for all employees employed in the Environmental Health Supervisor (“EH Supervisor”) Position Classification, listed in Addendum A of this Agreement.

#### **3.2 Union Membership.**

All employees in the bargaining unit shall have the option to become members of the Union.

#### **3.3 Union Dues/Payroll Deduction.**

The District shall, for the duration of this Agreement, deduct regular periodic Union dues from the paycheck of each employee who has authorized the withholding of such dues in a form determined by the Union. The District will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union that an employee has authorized dues deduction. Funds so deducted shall be remitted by the District to such officer or agent of the Union as the agent shall, in writing, designate.

#### **3.4 Union Dues/Cancellation.**

Employees may cancel their dues deduction by written notice to the Union in accordance with the terms and conditions of their dues authorization. The Union will provide timely written notice to the District of the cancellation of dues authorization by an employee. Dues deduction will end not later than the second payroll after the District’s receipt of notice of cancellation from the Union.

#### **3.5 Union Activities.**

Any employee who requests time-off for association or union activities, including shop steward training, in addition to regular time-off may be granted such request if such time-off will not inconvenience the operations of the District or increase thereby its operating

expenses; PROVIDED, further, that such employee shall receive no compensation from the District for such time-off. During contract negotiations two employee representatives will join with the employee bargaining representative in all phases of negotiations without loss of compensation to any employee.

### **3.6 Union Notification.**

The District will provide written notice to the Union membership coordinator of employees newly added to the bargaining unit. Notice will be provided on the 1<sup>st</sup> or the 15<sup>th</sup> of the month, whichever date occurs sooner after the employee's addition. The notice will include the following information about the employee:

- 3.6.1** First and last name;
- 3.6.2** Home address;
- 3.6.3** Home phone number;
- 3.6.4** Work e-mail address;
- 3.6.5** Job Classification;
- 3.6.6** Division;
- 3.6.7** Program;
- 3.6.8** Date of hire;
- 3.6.9** Exempt or non-exempt status;
- 3.6.10** Pay range and step; and
- 3.6.11** FTE status.

### **3.7 Union Introduction.**

Within ninety (90) days of an employee newly joining the bargaining unit, the District will permit a Union representative, shop steward, officer or other individual designated by the Union to meet with the employee for thirty (30) minutes to discuss the Agreement and Union representation under the Agreement. The meeting will occur during the new employee's work time, and the Union designee will be allowed to participate in the meeting without loss of pay. All such meetings must be scheduled in advance with new employee's supervisor, and with notice to Human Resources. The request to meet will not be unreasonably denied.

#### **4. MANAGEMENT RIGHTS**

##### **4.1 Management Rights.**

The District retains the right and obligation in accordance with said applicable laws of the State of Washington and said applicable rules and regulations of the Washington State Board of Health to:

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

**4.1.2** Relieve employees from duty because of lack of work, or other legitimate reasons; or to increase employment for the convenience of the government to meet or satisfy any emergency, catastrophe or public responsibility vested in the District by applicable laws of the State of Washington or the rules and regulations of the Washington State Board of Health;

**4.1.3** Determine the method, technological means and number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the work to be performed, the location of the work, the methods and processes involved therein; and

**4.1.4** Determine the District's mission, policies, and to set forth all standards of service offered to the Public. Plan, direct, control, and determine the operations or services to be conducted by employees of the District.

##### **4.2 Discrimination/ Union Membership.**

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

#### **5. RECRUITMENT AND APPOINTMENT**

##### **5.1 Recruitment.**

In order to obtain qualified applicants for vacant positions, public notice of job openings shall be given by means of announcements posted electronically on the District's job opportunities website. In addition, the District will post electronically, for not less than 5 working days prior to filling, notice of positions which will become vacant and/or changes in District policies and regulations which refer to positions which will be filled by the District.

##### **5.2 Appointing Authority.**

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

### **5.3 Qualifications for Appointment.**

The District recognizes that it is generally of advantage to the District to fill vacancies whenever practicable by the promotion of qualified employees rather than by appointment of other persons. Other qualities being equal, the District will give selection preference in filling vacancies through promotion of qualified employees.

### **5.4 Background Checks.**

The District may perform periodic criminal background checks on employees who, as part of their job duties, have or potentially have unsupervised access to children under sixteen (16) year of age, disabled persons, or vulnerable adults (as those terms are defined in RCW 43.43.830). For purposes of this section, criminal background checks shall involve only those crimes identified in RCW 43.43.830 and RCW 43.43.832. Employees affected by this provision will be notified in advance of the background check, and will complete required authorization forms or take other necessary steps to allow the District to perform required background checks. All information obtained by the District in response to criminal background checks will be disseminated on a strict need-to-know basis, and will be maintained in employees' confidential files.

### **5.5 Physical Examinations.**

Physical examinations may be required by the District prior to original appointment or prior to advancement to regular status.

### **5.6 Vaccines/Screenings.**

Employees and the District will comply with all Centers for Disease Control recommendations, Federal or Washington State laws and regulations regarding communicable disease and risk exposure, and the District's Personnel Requirements Relating to Communicable Diseases, which is incorporated by reference. Prophylactic medications, vaccines and laboratory testing for immunity required by this provision that are not covered by employees' insurance will be provided without cost to employees. The District will maintain a list of screening and/or vaccines applicable to employees.

The District will not discriminate based on the results of such screening or vaccinations, so long as the public health is not placed at risk. Employees refusing prophylactic medications, vaccines or other recommended course of action based on religious or other personal beliefs will be assigned other duties or placed on leave without pay, if necessary in the judgment of the District to protect the public health.

### **5.7 HIV Exposure.**

The District will comply with all Centers for Disease Control recommendations and current Washington State regulations regarding HIV risk and exposure. Any employee exposed to the HIV virus during the course of their duties will receive baseline and follow-up studies at no cost.

### **5.8 Original Appointments/Trial Service.**

All original appointments to a regular position with the District shall begin with an Initial Trial Service Period so that the District may observe, train, counsel, and aid new employees in learning the duties required and reject any employee whose work performance fails to meet required work standards. An employee so hired will automatically acquire regular status at the conclusion of the Initial Trial Service Period, per Section 2.4.

### **5.9 Temporary and/or Emergency Appointments.**

When required, appointments will be made on a temporary or emergency basis. Such employment will be short-term in nature and persons employed under such terms will not advance to regular status. An employee who is officially appointed on a temporary basis to a position having a higher classification than his/her permanent position will be paid at the same step of the higher position's salary schedule for such time as the temporary appointment shall be in effect.

### **5.10 Reappointment.**

A person rehired after a break in employment will undergo a full Initial Trial Service Period commencing on the date of reemployment. This section shall not apply to employees returning from a layoff.

## **6. POSITION CLASSIFICATIONS.**

### **6.1 Classifications in Effect.**

Classification descriptions are those that are in effect at the time of the signing of this agreement or those which have been established or modified by mutual agreement subsequent to that time.

### **6.2 Position Classification Duties.**

The District will make every effort not to assign duties foreign to those set forth in the employee's Position Classification while recognizing that a flexible interpretation is necessary in order to achieve efficient and effective operation. Nothing in this section is to be construed as preventing the District from changing assignments, on a temporary basis, in the event of a *bona fide* public health emergency.

### **6.3 Temporary Assignment Outside the Bargaining Unit**

Employees who accept a temporary assignment to a position outside of the bargaining unit designated to last six (6) months or less will retain all rights under this Agreement during the term of the temporary assignment, and will return to their original position at the end of the temporary assignment; provided that if an employee's original position is affected by a reduction in force during the term of a temporary assignment, the employee will be permitted to exercise those options provided by Section 14.3 (Reduction-in Force)

at the conclusion of the temporary assignment. Nothing in this paragraph will be interpreted to alter the bargaining unit or the positions included within it.

#### **6.4 Position Classification Amendment or Reallocation of Position.**

The District will notify the Union of any changes to the Position Classification covered by this Agreement.

**6.4.1** When the duties, qualifications, or requirements of a position are changed sufficiently to require a revision of the position description, the position will be reevaluated to determine if substantial change has occurred requiring a reallocation into a different Position Classification. Such reevaluation can be initiated by either the District or the Union. The District will inform the Union in writing of its evaluation results.

**6.4.2** If the District wishes to propose revision of an existing Position Classification or establish a new Position Classification, the District shall submit its proposal in writing to the Union, including proposed salary. The Union shall have thirty (30) days after receipt of the District's proposal to request a meeting to discuss the proposed Position Classification and negotiate a salary. The time may be extended by mutual consent. If the Union does not respond within the agreed-upon time, the District is entitled to implement its proposal. If the Union does respond and request a meeting, such meeting shall take place as soon as practical.

**6.4.3** If a position is assigned to a lower class, either after application of Section 6.3 or as a result of negotiation of a new Agreement, affected employees will be assigned to the step of the lower class which most closely approximates their current salary. If their current salary exceeds the maximum step of the lower class, they shall retain their current salary. They shall receive one-half of the amount of each negotiated pay increase until the new classification salary equals or exceeds the employee's current salary.

**6.4.4** If a position allocation review warrants reallocation to a Position Classification with a higher salary, the employee whose position moves to a classification with a higher salary range shall move to the lowest step in the higher classification which is at least 5% greater than the former step, but shall not exceed the top step of the higher range. The effective date of the reallocation shall be the date that the District or the Union submits a request in writing for a review of the position.

## **7. COMPENSATION**

### **7.1 Establishment of Salaries.**

Salaries will be determined through the collective bargaining process. Salaries of full-time employees are established on a monthly basis. When necessary, the hourly rate of pay is determined by dividing the full-time salary by 173.33 hours.

## **7.2 Salary Schedules.**

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

## **7.3 Calculation of Salary Schedules.**

The method of calculating salary schedules will be as follows:

**7.3.1** The agreed upon overall salary increase for the classification will be applied to the first step of each classification or classification series; the salaries for steps above the first will be determined by increasing each step by five percent (5.0%) above the prior step.

**7.3.2** All calculations will be rounded to the nearest dollar.

## **7.4 Step System Adopted.**

The step system is employed in establishing salaries for regularly budgeted positions.

## **7.5 Salary Upon Original Appointment.**

All original appointments will be to the first step of the appropriate salary schedule unless specific authorization for an exception is approved by the District.

## **7.6 Environmental Health Credentials.**

All employees covered by this Agreement must be Registered Sanitarians and must maintain their status as Registered Sanitarians as a condition of employment. Employees are required to submit proof of Registered Sanitarian status annually.

## **7.7 Employee Progression Through Steps.**

Each employee will move regularly through each step established for the position subject to change by disciplinary action or leave of absence. On the first of the month nearest six (6) months subsequent to an employee's original appointment or promotion, the employee shall advance to the next higher step. The date of such advancement becomes the employee's step-increase date. The employee will advance to each next higher step annually on the step-increase date. Once at the top step an employee does not continue to have a step-increase.

## **7.8 Establishment of Step Increase Date.**

When the original appointment, promotion, or other significant personnel action has occurred between the first and the fifteenth of a month, the step-increase date will be the first of the month. When the original appointment, promotion, or other significant personnel action has occurred between the sixteenth and the end of the month, the step increase date shall be the first of the following month.

### **7.9 Effect of Nonpaid Leave of Absence/Step-Increase Date.**

When an employee is granted nonpaid leave of absence of 50% or more of the regularly scheduled working hours in a calendar month, the employee will not earn credit for said month. The date of salary progression shall be adjusted accordingly.

### **7.10 FLSA Overtime Exempt Status.**

All employees covered by this Agreement are exempt under the Fair Labor Standards Act and therefore are not eligible for overtime payments or FLSA compensatory time off.

### **7.11 Salary Upon Reemployment.**

The salary of an employee who is reemployed and who previously terminated employment through voluntary resignation shall be at the first step of the appropriate salary schedule unless specific authorization for an exception is approved by the District. If the District authorizes reemployment at a step other than the first step, then the employee will not be entitled to progress to the next higher step in six (6) months and the step-increase date will be established in twelve (12) months' time.

### **7.12 Service Pay.**

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

**7.12.1** Additional payment of \$30.00 per month after completion of 120 service credits (equivalent to 10 years of continuous full-time service).

**7.12.2** Additional payment of \$30.00 per month (or a total of \$60.00 per month) after completion of 180 service credits (equivalent to 15 years of continuous full-time service).

**7.12.3** Additional payment of \$30.00 per month (or a total of \$90.00 per month) after completion of 240 service credits (equivalent to 20 years of continuous full-time service).

**7.12.4** Additional payment of \$30.00 per month (or a total of \$120.00 per month) after completion of 300 service credits (equivalent to 25 years of continuous full-time service).

### **7.13 Payroll Procedures.**

Employees will be paid on a bi-monthly payroll system with pay periods ending on the 15th and the last working day of each month. Employees will submit a verified electronic record on the last working day of each pay period recording the hours worked during the period. Employees will be paid via direct deposit on the 8th and 23rd of the month. In the event a pay day described in this section falls on a weekend or holiday, pay amounts will be directly deposited on the next regular business day.



#### 7.14 **Bilingual Premium Pay.**

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

### 8. **HEALTH AND OTHER INSURANCE PLANS**

#### 8.1 **Eligibility for Insurance Benefits.**

**8.1.1 Full-Time Employees.** Full-time employees will receive the District's full monthly contribution toward the cost of the medical, dental, vision and basic life insurance benefits described below.

**8.1.2 Newly Hired Employees.** Newly hired employees shall be eligible for medical benefits immediately if their start date is the first day of the month, and the month following the month the employee is placed on the payroll if their start date is after the first of the month. Newly hired employees shall be eligible for dental, vision and basic life insurance benefits the first day of the month following the month the employee is placed on the payroll. Employees will not receive the District's contribution towards benefits until they are eligible for those benefits.

#### 8.2 **Insurance.**

The District offers medical, dental, vision, and basic life (including AD&D) insurance plans for eligible employees. Each eligible employee shall select medical insurance from the plans available to the District through its participation in the Public Employees Benefits Board (PEBB), and shall select dental, vision and basic life insurance from the plans available to the District through its participation in the Washington Counties Insurance Fund (WCIF). Information regarding current insurance plans and policies can be obtained from the Human Resources Department. Full-time employees may opt out of coverage under the District's medical insurance plans with proof of coverage under another medical insurance plans. Eligible employees may elect to cover their dependents under the insurance plans in which they are participating, and may make different choices with respect to dependent coverage under the District's medical insurance and its dental/vision/basic life insurance.

### 8.3 Payment of Insurance Premiums.

#### 8.3.1 Medical Insurance.

a) Except as provided in paragraph (b) below, each year the District will contribute the following percentages of the “average medical insurance costs” for employees and dependents:

Employees – 95%

Employee + Spouse – 90%

Employee + Child(ren) – 90%

Full Family – 85%

b) For employees choosing the least expensive plan for their category of coverage, excluding high-deductible (CDHP) plans, the District shall contribute the following percentages of the “average medical insurance costs” for employees and dependents:

Employees – 100%

Employee + Spouse – 90%

Employee + Child(ren) – 90%

Full Family – 90%

c) The “average medical insurance costs” will be determined by computing the average cost of the medical plans offered by the District’s provider in Snohomish County that are not high-deductible plans (CDHPs) for each category of coverage (*i.e.*, employee, employee + spouse, employee +child(ren), full family). The “least expensive plan” will be determined from the list of plans used in calculating the average medical insurance costs. This calculation will be performed and updated annually.

d) In the event that the District’s insurance provider adds, drops, or substantially reduces the benefits of one (1) or more plans in Snohomish County, or substantially reduces the benefits provided by the least expensive plan offered in Snohomish County, the Union may reopen the Agreement for the sole purpose of bargaining over the impact of that change on the formulas contained in this section.

#### 8.3.2 Dental, Vision and Basic Life/AD&D Insurance.

a) Each year, the District will contribute the following percentages of the “average annual costs” of the insurance package consisting of dental

and vision insurance employees and dependents, and basic life (\$48,000 per employee) insurance for employees:

Employees – 95%

Employee + Dependent(s) – 90%

b) The “average annual costs” of the dental, vision, and basic life insurance package will be determined by computing the average cost of the dental plans available to the employee, and adding that average cost to the vision and basic life insurance premiums. This calculation will be performed and updated annually.

c) In the event a full-time employee opts out of the District’s medical insurance plan but still wishes to have dental/vision/basic life insurance, the District will pay the full cost of the employee’s dental/vision/basic life insurance, and if applicable, his/her dependents’ dental and vision coverage.

**8.3.3** Employees are responsible for paying through payroll deduction the difference between the District’s contribution and the cost of the plan/options they choose.

**8.3.4** Employees may, at their option and expense, purchase additional life and AD&D insurance coverage from the District’s provider according to the rates and terms set by the provider.

#### **8.4 Liability Insurance.**

The District shall provide liability insurance policies to protect the District and its employees from liability lawsuits filed against the District and/or the District’s employees. Persons insured under these policies include any employee acting within the scope of duties related to employment. The District agrees that if it is necessary to decrease the limits of coverage from those in existence at the time of signing this Agreement, the District will so advise the Union of such action and the reason for it.

#### **8.5 VEBA.**

The District will maintain its Voluntary Employees’ Benefit Association Medical Expense Plan (“VEBA Plan”) during the term of this Agreement. The VEBA Plan shall be considered a post-employment VEBA Plan option, limited to eligible medical expenses after an employee’s active employment at the District ends. Employees do not have access to VEBA Plan funds while employed at the District. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless the Union determines through a majority vote that it does not wish to participate in the VEBA Plan during that calendar year. The Union must notify the District by November 30<sup>th</sup> if it wishes to change the funding choice for the following year. Provider, however, that no contributions to the VEBA Plan by employees or the District will be permitted in any

calendar month or year that triggers tax liability under the excise tax (“Cadillac Tax”) of the Affordable Care Act.

## **9. TRANSPORTATION**

### **9.1 Field Staff Vehicles.**

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

### **9.2 Use of Personal Vehicle.**

In the event an employee is asked by the District to use the employee’s personal automobile on District business, reimbursement will be at the IRS business expense standard mileage rate. If the IRS changes this rate during the term of this Agreement, the new rate will be applied thirty (30) days after the District receives notice of the change from the Union.

## **10. HOURS OF WORK**

### **10.1 Work Week**

Unless otherwise agreed by the parties, the District’s work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday.

### **10.2 Basic Work Day.**

Normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. The job duties of employees may at times require employees to work hours outside of, or beyond, the basic work day, including weekends and seasonal fluctuations. Employees have flexibility over their schedules, but are normally expected to be present during the majority of normal business hours and to set their schedules so that all tasks and responsibilities can be efficiently performed.

The District recognizes employees may have occasional upward fluctuations to their work schedules, including work performed during evenings or weekends. If an employee experiences such an upward fluctuation, to a substantial degree beyond the normal workweek, with the prior approval and discretion of the Division Director, the employee may exercise flexibility over his/her schedule in the same or subsequent workweek.

## **11. HOLIDAYS**

### **11.1 Holidays Enumerated.**

The District recognizes the legal holidays designated by state statute (RCW 1.16.050). In the event that the state adds Juneteenth as a legal holiday during the term of this Agreement, the District will recognize it as such:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September;
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Friday after Thanksgiving
Christmas Day	December 25

## 11.2 **Holiday Pay.**

Eligible full-time employees will receive eight (8) hours of pay at their straight-time rate for each holiday.

## 11.3 **Eligibility for Holiday Pay.**

Employees must be on paid status at least 50% of the scheduled working days of the month in which a holiday or holidays fall in order to receive holiday pay.

## 11.4 **Floating Holidays.**

**11.4.1** Each employee is entitled to take five (5) floating holidays per calendar year on a day chosen by the employee provided: (1) The floating holidays will be taken at a time approved by the District and at a time that will not impair the efficiency of the District; (2) The employee has been employed for at least two (2) months full-time or the equivalent. The floating holidays are non-cumulative and non-compensable upon termination.

**11.4.2** Employees beginning work before April 1 will be entitled to five (5) floating holidays during the calendar year. Employees beginning work after March 31 but before October 1 will be entitled to three (3) floating holidays during the calendar year. Employees beginning work on or after October 1 will not be eligible for a floating holiday during the calendar year.

**11.4.3** After notice of termination has been given, and employee may use a floating holiday with approval by his/her manager.

## 12. **LEAVES WITH PAY**

### 12.1 **Annual Leave Earned.**

Annual leave earned by full-time employees is set forth as follows and shall be credited at the following accrual rates:

Service Credits	Hours Earned Per Month	Days Earned Per Year
0-12	8	12
13-24	8.67	13
25-60	10	15
61-108	12	18
109-132	14	21
133-156	14.67	22
157-180	15.33	23
181-204	16	24
205-252	16.67	25
253+	20	30

**12.2 Annual Leave Accrual.**

New employees whose first day of work is on or before the 15<sup>th</sup> of the month shall earn annual leave for that month. Employees starting work after the 15<sup>th</sup> will not earn annual leave for that month.

**12.3 Annual Leave/Nonpaid Leave Status and Termination.**

Employees on paid status less than fifty (50%) percent of the regularly scheduled working days in the month will not earn annual leave for that month. Employees on paid status fifty (50%) percent or more of the regularly scheduled working days in the month will earn annual leave for that month.

**12.4 Annual Leave Policies.**

Each employee shall be expected to take a minimum of ten (10) days annual leave each year commencing after completion of two (2) years employment unless specifically exempted from this requirement by the District. Annual leave days shall normally be used in full-day increments (*i.e.* 8 hours). Absences of less than half a day for personal reasons shall not require the use of any annual leave days. For absences beyond half a day but less than an entire day, employees may be required, at the discretion of the District, to deduct a half-day day absence from annual leave banks. Such deductions, if any, will not be required where an employee has been granted flexible time off by the District or has been otherwise granted approval in advance to take a partial day absence without a deduction.

**12.4.1** Except as provided by Section 12.4.2, annual leaves are subject to the approval of the District. Employees shall submit requests for leave to their supervisor. Leave requests of three (3) days or more shall require a minimum of ten (10) working days' notice. Working days are defined as days scheduled for work. Leave requests of less than three (3) days shall require a minimum of two (2) days' notice.

**12.4.2** At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Section 12.6.3. Employees using vacation for this purpose are expected to provide their supervisor notice of their absence as described in Section 12.7.

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

**12.4.4** Once an employee has selected a time for annual leave such employee may be permitted to change that selection provided there is no conflict with the choice of another employee or conflicts with the best interests of the District.

**12.4.5** When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and seniority. When all other factors are judged to be substantially equal, the employee with the greatest District seniority will be given preference for the desired vacation period.

**12.4.6** Emergency leave shall be any condition arising that required the employee to be absent from work within 48 hours of condition notice.

**12.4.7** Employees may not use earned annual leave until they have completed six (6) months of continuous employment with the District. An employee whose service terminates before six (6) months of continuous employment is not eligible for payment for any accumulated vacation credit.

**12.4.8** An employee may accumulate up to a maximum of 320 hours of vacation credit. Unused vacation will not be credited beyond 320 hours unless the employee's vacation has been deferred at the request of the District.

**12.4.9** An employee who is terminated at the option of the District or who voluntarily resigns and has given ten (10) working days' advance notice of resignation shall be paid the straight-time rate for all credited hours of unused annual leave time upon termination.

## **12.5 Sick Leave Accrual.**

**12.5.1** Each regular full-time employee will be credited at the end of each calendar month with eight hours of sick leave eligibility. New employees whose first day of work is on or before the 15th of the month shall earn sick leave for

that month. Employees starting work after the 15th will not earn sick leave for that month, unless otherwise required by Washington State law.

**12.5.2** Employees on paid status less than fifty (50) percent of the regularly scheduled working days in the month will not earn sick leave for that month, unless otherwise required by Washington State law. Employees on paid status fifty (50) percent or more of the regularly scheduled working days in the month will earn sick leave for that month.

## **12.6 Sick Leave Eligibility.**

**12.6.1** An employee is eligible for paid sick leave when the employee is personally sick or disabled because of illness, pregnancy, injury or while receiving necessary preventive health care.

**12.6.2** An employee is eligible for paid sick leave following exposure to a contagious disease which would jeopardize the health of fellow workers or the public should the employee attend work as scheduled. Time off from work under such circumstances must be consistent with current medical practice and approved by the District.

**12.6.3** An employee is eligible for paid sick leave when an illness in the employee's family requires that employee's presence. For purposes of this paragraph, the employee's family shall include the employee's spouse or domestic partner, and any of the following relatives of the employee, spouse or domestic partner: child, foster child, parent, stepparent, brother, sister, grandchild, grandparent, or other relative residing in the employee's household. An employee may use all available accrued sick leave to care for a child with a health condition requiring treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent with a serious health or emergency condition (as those terms are defined by Washington State law). In all other circumstances covered by this paragraph, an employee may use his or her accumulated sick leave eligibility or five (5) days, whichever is less, to care for the illness of a family member, except if the employee can establish that additional time off is necessary by reason of travel distance. In such case additional paid time may not exceed the accumulated sick leave eligibility or ten (10) days, whichever is less.

**12.6.4** An employee is eligible for paid sick leave for any other purpose when required by Washington State law.

**12.6.5** An employee is eligible for paid sick leave when a sick leave eligible condition arises while an employee is on paid annual leave. In such case, the employee shall be granted accrued sick leave for the condition (in lieu of paid annual leave) provided the employee requests such sick leave within five (5) working days after returning to work and provided that the employee substantiates to the satisfaction of the District that such condition did exist during that time.



**12.6.6** Family Medical Leave shall be administered in accordance with the District's Family and Medical Leave policy and procedure. The parties agree to negotiate any changes to the current policy as required by RCW 41.56.

**12.7 Sick Leave/Other Policies.**

**12.7.1** Each employee shall be responsible for notifying the Division Director or his/her designee of the cause of absence at the beginning of any period of sick leave.

**12.7.2** Sick leave shall normally be taken in full-day increments (*i.e.* 8 hours) unless intermittent leave is allowed as protected leave, or if otherwise required by Washington State law, in which case such leave shall be paid in less than full-day increments. Absences of less than half a day for medical or other personal reasons shall not require the use of any sick leave hours. For absences beyond a half day but less than an entire day, employees may be required, at the discretion of the District, to deduct a half-day absence from sick leave banks. Such deductions will not occur where the employee has been granted flexible time off by the District or has otherwise been granted approval in advance to take a partial day absence without a deduction.

**12.7.3** To qualify for sick leave payment after the third day of sick leave, an employee, if requested by the District to furnish proof, shall furnish a physician's statement of the existence of a condition eligible for sick leave payment.

**12.7.4** Falsification of a sick leave report is grounds for dismissal.

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

**12.7.6** Whenever an on-the-job injury or illness causes an employee to take time off work for treatment and/or recuperation ("time loss") under the State Workers' compensation program, that time will be charged to the employee's sick leave balance, if and, until the Washington State Department of Labor and Industries has determined whether the claim is covered under the program. If the injury is covered by Workers' Compensation, then the dollar amount of the time loss award will be divided by the employee's normal hourly rate of pay to determine the number of hours which will be restored to the employee's sick or annual leave balance. Under such circumstances, District sick and annual leave pay will be sufficiently reduced or reimbursed so the total pay from both Workers' Compensation and sick leave by the District does not exceed 100% of an employee's normal salary for the same period.

If the ruling is that the time loss is not covered by Workers' Compensation, the employee will continue to be charged sick leave for the time lost due to a *bona fide* injury or illness. If the employee exhausts all sick leave, then the absence

will be charged against all other leave balances until exhausted. Thereafter such leave shall be nonpaid.

## **12.8 Sick Leave Payment/Termination.**

Accumulated sick leave upon termination under favorable circumstances will be paid according to the schedule below (with “years” based on service credit calculation):

For employees hired prior to January 1, 2015:

**12.8.1** Employment through the 6th year: no payment of any portion of accumulated sick leave upon termination.

**12.8.2** Employment from the 7<sup>th</sup> through the 14th year: 25 percent of accumulated sick leave upon termination.

**12.8.3** Employment 15 years or longer: 50 percent payment of accumulated sick leave upon termination.

For employees hired on or after January 1, 2015:

**12.8.4** Employment through the sixth (6th) year: no payment of any portion of accumulated sick leave upon termination.

**12.8.5** Employment from the seventh (7th) year and following: twenty-five percent (25%) payment of accumulated sick leave hours upon termination, with a maximum cashout of 1,000 hours.

**12.8.6** Sick leave cash-outs provided in Article 12.8 shall be based on 100% of the value of each sick leave hour, up to the maximum cash-out percentages provided by each applicable subsection (12.8.1 through 12.8.5).

Example 1: An employee covered by Article 12.8.3 terminates employment with 1,000 hours of accumulated sick leave. The employee is entitled to 50% cash-out, with no hours limit. To achieve this, the employee will be paid 100% the value of the first 500 hours.

Example 2: An employee covered by Article 12.8.5 terminates employment with 1,500 hours of accumulated sick leave. The employee is entitled to 25% cash-out of a maximum of 1,000 hours. To achieve this, the employee will be paid 100% the value of the first 250 hours.

## **12.9 Sick Leave Payment/Employee Death.**

Upon death of an employee, payment of 100 percent (100%) of accumulated sick leave will be made to the heirs or estate of the employee.

## 12.10 **Bereavement Leave.**

**12.10.1** Upon notification, the District shall grant a full-time employee bereavement leave with pay following a death in the family. Employees will be entitled to up to forty (40) hours of paid bereavement leave; provided that additional paid leave of up to twenty-four (24) hours may be approved where necessary to address special circumstances (e.g., long-distance travel, estate responsibilities, etc.). Part-time employees are entitled to bereavement leave on a pro rata basis according to the proportion of a full-time work schedule they are regularly scheduled to work.

**12.10.2** For the purpose of bereavement leave, the term family shall include any of the relatives identified in Section 12.6.3, and any individual, arrangement for whom the employee is responsible.

**12.10.3** Bereavement leave will not be allowed during the initial trial service period except by specific authorization of the District.

## 12.11 **Military Leave.**

Pursuant to RCW 38.40, an employee will be allowed time off with pay for active training in the United States Armed Forces or Washington State National Guard. Military leave with pay is not to exceed 21 days per year, beginning October 1 and ending the following September 30.

## 12.12 **Educational Leave.**

Educational leave with pay may be granted by the District. Such leaves may be granted for attendance at professional meetings such as conferences, symposia, workshops, and college short courses when the proposed educational program is deemed of value to the operations of the District and funding permits the authorization of attendance at such programs. Requests for paid leave to attend courses in excess of one (1) week in time or courses or programs offered out-of-state shall require prior approval of the District. Such requests must be presented well in advance so they can be reviewed by the District.

## 12.13 **Inclement Weather Leave**

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

## 12.14 **Other Leaves with Pay.**

Any necessary leave may be allowed by the District to permit an employee to serve as a member of a jury or to exercise other civil duties. Compensation received by the employee for jury service or other such duties will be deducted from the employee's normal salary for the same period so that the income from both sources does not exceed

the employee's normal salary. The employee has the option of endorsing pay received from jury or related service to the District and collecting full salary from the District.

#### **12.15 Sick Leave Conversion.**

Effective December 1 of each calendar year, employees who have accumulated sick leave in excess of 600 hours may elect to convert sick leave earned in the preceding 12 months (or a maximum of 96 hours) according to the following ratios:

**12.15.1** A cash payment computed at 20 percent of sick leave hours converted (or 12 minutes of paid time for each 1 hour of converted sick leave) at the employee's regular rate of pay.

**12.15.2** Additional annual leave computed at 25 percent of sick leave hours converted (or 15 minutes of annual leave for each 1 hour of converted sick leave). Annual leave which has been earned by conversion must be utilized within 120 days of conversion.

Accumulated sick leave will be reduced by 100 percent of the hours which have been converted.

#### **12.16 HSA Sick Leave Conversion.**

Effective December 1 of each calendar year, in lieu of the conversion options listed in Article 12.15, employees currently enrolled in the CDHP health insurance option who have opened a Health Savings Account (HSA), and who have more than 480 hours of accumulated sick leave, may elect to convert accumulated sick leave in excess of 480 hours into their HSA accounts. An employee who elects the HSA conversion option is excluded from the conversion options in Article 12.15.

An employee may elect to convert any amount of sick leave hours, provided two requirements are satisfied: (1) the dollar value of the HSA contribution does not exceed the IRS maximum for HSA contributions in the calendar year (taking into consideration any contributions previously made in the calendar year); and (2) the employee maintains a balance of at least 480 hours in his/her sick leave bank after the conversion. The value of the sick leave conversion shall be based on the following:

**12.16.1** For employees hired prior to January 1, 2015, from the 7th through the 14th year of service at the District: twenty-five percent (25%) of sick leave hours converted (or 15 minutes of paid time for each 1 hour of converted sick leave) at the employee's regular rate of pay.

**12.16.2** For employees hired prior to January 1, 2015, with 15 years of service or longer at the District: fifty percent (50%) of sick leave hours converted (or 30 minutes of paid time for each 1 hour of converted sick leave) at the employee's regular rate of pay.

**12.16.3** For employees hired on or after January 1, 2015: twenty-five percent (25%) of sick leave hours converted (or 15 minutes of paid time for each 1 hour of converted sick leave) at the employee’s regular rate of pay.

Accumulated sick leave will be reduced by 100% of the hours which have been converted. No HSA contributions provided by this Article shall be permitted in any calendar month or year in which the contribution would incur tax liability under the excise tax (“Cadillac Tax”) of the Affordable Care Act. Once an employee has access to VEBA Plan funding provided by Article 8.5 of this Agreement, no further HSA contributions will be permitted. Should any provision of this subsection conflict with the IRS rules governing the interplay between CDHPs/HSAs and HRAs/VEBAs, or conflict with the terms of the District’s health insurance carrier, employer contributions under this section shall not be permitted and the Agreement shall be reopened solely for purposes of exploring possible solutions.

### **13. NONPAID LEAVES**

#### **13.1 Nonpaid Leaves/Optional.**

Except as required by law, the granting of nonpaid leaves is optional with the District and will be done only in instances which will benefit the District. When the District will benefit, it may grant a leave for a specific period of time for any of the following reasons: maternity leave; educational leave; military, Peace Corps, or Public Health Service leave; or nonpaid sick leave. Nonpaid leave may also be granted as an extension to paid vacations or for personal business of an employee when such is determined to be warranted and approved by the District. Leaves of longer than six (6) months must receive prior approval by the Board of Health

#### **13.2 Military Family Leave.**

Employees are eligible for unpaid leave when their military spouse, registered domestic partner or other covered relative is activated during a period of military conflict as provided by applicable state and federal law, and by District policy. Additionally, employees will be provided with unpaid leave to care for family members injured during military service to the extent required by applicable federal law and District policy.

#### **13.3 Domestic Violence Leave**

The District provides unpaid leave for victims of domestic violence, sexual assault, and stalking in accordance with (RCW 49.76).

#### **13.4 Educational Leave.**

Educational leave may be allowed to conform to the period of actual attendance at an accredited institution of higher education. The granting of an educational leave is optional with the District.

### **13.5 Reinstatement After Nonpaid Leave.**

**13.5.1** An employee reporting to work at the end of an authorized leave of absence shall be employed in the same position held at the start of such leave of absence, provided that such reinstatement will be in accordance with other applicable policies including any reduction-in-force that might have occurred during the employee's leave of absence and provided that statutory rights of former employees returning from military or national service are not denied.

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

**13.5.3** An employee returning from nonpaid leave of absence of fifty (50%) percent or more of the regularly scheduled working hours in a calendar month will not earn service credit for said month. The step-increase date will be postponed by the number of months in which no credit is earned.

**13.5.4** An employee on nonpaid leave in excess of fifty (50%) percent of the regularly scheduled working hours of a calendar month shall not be eligible for District insurance premium payment. (1) one exception to this Section will be granted each employee during the life of this Agreement, whereby the District will make payment for one month on behalf of the employee.

### **13.6 Reemployment Rights Following Military Serve.**

**13.6.1** Any person who is a resident of the State of Washington and who voluntarily or upon demand vacates a position of employment with the District to determine physical fitness to enter, or, who actually does enter upon active duty or training in the Washington National Guard, the armed forces of the United States, the United States Public Health Service, or the Peace Corps shall be reemployed under the conditions prescribed in RCW 73.16.031-061.

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

**13.6.3** Employees returning from military, Public Health, or Peace Corps leave as described in the foregoing will be placed on that step of the current salary schedule for their positions which they would have reached had their service with the District been uninterrupted by such leave, and their step increase dates shall be similarly established.

### 13.7 Religious Holidays

Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the District's personnel policy governing holidays. In the event the District's policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

## 14. SEPARATION

### 14.1 Resignation.

**14.1.1** Employees voluntarily separating from employment shall give the District adequate notice of separation. Adequate notice will consist of a minimum of ten (10) working days, not including the day of the notice. Working days are defined as days scheduled for work and do not include holidays or annual leave days. Employees who fail to give such notice will be subject to reduction in terminal annual leave pay, reduced by the difference between the days that would have been worked, if adequate notice had been given, by the days actually worked.

**14.1.2** An employee separating without adequate notice, as above described, due to a *bona fide* emergency, may request the District to waive the required notice, if the existence of such emergency can be documented.

### 14.2 Retirement.

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

**14.2.2** Employees intending to retire should contact the Retirement Board not less than thirty (30) and not more than ninety (90) days prior to the date of planned retirement.

### 14.3 Reduction-In-Force/Layoff.

**14.3.1** The District may layoff employees as made necessary due to lack of work or other legitimate reasons.

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

**14.3.3** Prior to layoff of any regular employee, the District will provide thirty (30) days' written notice to the employee affected and to the Union. During such period the Union may offer proposals regarding alternatives to such layoff which will be duly considered by the District. If the employee to be laid off is an initial

trial service employee, the above timeline will not apply and the District will be required to give the employee a minimum of one (1) day advance notice.

**14.3.4** In the event the District determines that a layoff is necessary, the employee with the least amount of classification seniority will be laid off. An employee affected by a layoff will be offered the following options, and will be given two (2) business days following notice to choose among available options::

- a) Layoff. Employees may elect to accept a layoff despite having seniority rights to another position.
- b) Voluntary Demotion Within a Classification Series. An employee may request a voluntary demotion in lieu of a reduction in force to a vacant position in the EH Non-Supervisory bargaining unit.
- c) Bumping Rights. An employee who has previously held a position in the EH Non-Supervisory bargaining unit may displace the employee with the least classification seniority in the prior classification if: (i) the employee doing the bumping has more combined seniority in their current and prior classifications than the employee in the previously held classification; and (ii) the least senior employee in the prior classification was hired on or after May 24, 2021. An employee with multiple bumping options will be offered the option that allows the employee to best retain his/her income level. If an employee bumps an EHS I through the provisions of this paragraph, the employee doing the bumping will be placed in/remain in the EHS II classification.
- d) An employee changing classifications as per “b” or “c” above shall have his/her pay rate continued unchanged unless such pay rate exceeds the top step for the position classification, in which case the employee will be placed at the top step of the new range. Employees must accept the FTE of the position into which they are demoting or bumping.

**14.3.5** No new employee shall be employed by the District to perform work in the bargaining unit from which employees have been laid off until all eligible laid-off employees have been offered reemployment. In order for a laid off employee to be eligible for reemployment, such employee shall request the District to be placed on the layoff register. Such request shall be in writing and submitted to the District prior to the employee’s date of layoff. Placement on the layoff register means the employee desires to consider return to employment with the District when an appropriate job is available. The procedure for reemployment shall be as follows:

- a) When a position with the District is open for employment and a person on the layoff register possesses the minimum qualifications for said position, the District shall notify the person of the employment opportunity. If there is more than one (1) eligible laid off employee on the



register, the District shall notify the laid off employee with the most seniority first.

b) Notification of the employment opportunity by the District shall be by registered mail, said letter addressed to the laid off employee's last known address. It shall be the responsibility of each laid off employee listed on the register to keep the District informed of his/her current home address.

c) The laid off employee shall respond to the District's notice within fifteen (15) calendar days (with the date of mailing of the letter by the District being counted as the first day). If the District does not receive a response within this time, the employment offer shall be considered void and withdrawn.

d) In order to be eligible to accept the offered job, the laid off employee must be able to report for work not later than thirty (30) days after the mailing of the letter by the District.

e) If the laid off employee rejects the first *bona fide* job offer, his/her name will be removed from the layoff register.

f) Names on the layoff register shall be retained for a period of two (2) years for each laid off employee who requests to be placed on the register.

**14.3.6** An employee returning from layoff pursuant to the procedure set forth in Section 14.3.7 shall not lose any seniority accrual or rights, including service time credited for the purpose of vacation accrual. Any unused or unpaid sick leave previously accrued shall be restored upon reemployment. The salary of the reemployed employee shall be established at the same step number the employee occupied at the time of layoff and the step-increase date shall be established in the future by the same number of months which existed to the employee's next step-increase date at the time of layoff. Laid off employees will not accrue seniority time during the layoff period.

#### **14.4 Short-Term Emergency Furloughs**

In the event the District is faced with the temporary shutdown of state or federal government and the associated temporary elimination of District funding, the District is authorized to implement short-term furloughs on an emergency basis, applicable to those employees affected by the funds being temporarily eliminated. In response to such an emergency, the District is authorized to implement temporary hours reductions or temporary furloughs of affected employees. Such temporary actions require a minimum of seven (7) calendar days' notice to affected employees and will last no longer than fourteen (14) calendar days. Affected employees will not have the option to displace other employees and will not be placed on a recall list. If temporarily-eliminated funding is restored in part, such that affected employees in a particular program who hold the

same duties and are subject to the same funding can be restored in part, then recall shall be based on seniority on a per-program basis. Affected employees on a temporary furlough will continue to receive medical and other insurance benefits on the terms applicable immediately prior to the temporary hours reduction or furlough and will maintain the leave balances accrued at the time of the temporary hours reduction or furlough (*i.e.*, leave balances will not be cashed out). Affected employees may elect to use accrued paid vacation leave during a temporary hours reduction or temporary furlough.

## **15. STANDARDS OF CONDUCT**

### **15.1 Unauthorized Absence.**

Unauthorized absence is grounds for dismissal or lesser disciplinary action. An employee returning from unauthorized absence must submit an explanation for such absence in writing to the District.

### **15.2 Alcoholic Beverages/Drugs.**

There shall be no consumption of alcoholic beverages or unlawfully used drugs on District premises or in District vehicles. The use of alcoholic beverages, drugs or medications shall not be allowed to interfere with an employee's work for the District.

### **15.3 Employee Relationships with District Clients/Patients.**

District employees are expected to maintain a courteous, business-like, and professional relationship with clients and patients of the District. The confidentiality of the District/Patient or District/Client relationship is to be respected by employees and laws and practices governing such confidentiality observed. District employees shall not accept personal gifts, gratuities, tips, or any form of personal remuneration from any client or patient of the District.

### **15.4 Use of District Vehicles.**

District vehicles will be assigned to employees who require transportation in order to conduct District business. Employees using District vehicles will be expected to adhere to policies set forth concerning the use of such vehicles. No District vehicle is to be used for any purpose other than for conducting the business of the District and no relatives or personal friends are to be transported by employees in District vehicles. All employees driving on behalf of the District are responsible for possessing a current and valid Washington State driver's license. All employees driving District vehicles must maintain a driving record satisfactory to the District's insurance carrier.

District employees assigned to drive a District vehicle as a condition of employment will be expected to exercise caution and care when driving in the course of employment. The District will make courses in defensive driving available from time-to-time to employee drivers.

Employee drivers will immediately report any accident/incident involving the use of a District vehicle to administration. Administration will review each accident/incident and ascertain whether the District driver has been determined to be at fault. The District will counsel each driver involved in an accident/incident as appropriate, emphasizing the need to practice defensive driving.

The following shall be considered gross misconduct and grounds for disciplinary action of a District employee who drives a District vehicle as a condition of employment:

- (1) Loss or suspension of the employee's Washington State Driver's License;
- (2) Conviction of driving a District vehicle while intoxicated or under the influence of alcohol (DWI/DUI);
- (3) Conviction of driving a District vehicle under the influence of illegal drugs/substances.

Other driving violations, such as: (1) Conviction of reckless driving while driving a District vehicle; (2) Conviction of negligent driving while driving a District vehicle; or (3) Two at-fault accidents/citations while driving a District vehicle in any 24-month period may be considered gross misconduct and grounds for disciplinary action dependent upon the circumstances. If such situations arise, they will be reviewed by the District and a determination made as to whether disciplinary action is appropriate. The District will take into consideration all facets of the matter, including: (1) Extent of bodily injury, death, or property damage resulting from an accident; (2) The impact of the incident upon the District's ability to maintain automobile liability insurance; (3) The employee's explanation of circumstances involving the accident/citation; (4) Any extenuating circumstances.

## **16. DISCIPLINARY ACTIONS**

### **16.1 Discipline.**

The parties agree that in general, discipline shall be corrective and progressive in nature, while recognizing that exceptions are sometimes necessary. Disciplinary action may include oral warning, written reprimand, suspension, demotion, any combination of these, or discharge. The District shall tailor discipline to respond to the nature and severity of the offense, and the employee's prior disciplinary record.

Documentation of disciplinary action at the oral warning or written reprimand level of discipline will be removed from the employee's personnel file after three (3) years or as otherwise agreed to by the parties, provided there are no further similar occurrences in the intervening period.

### **16.2 Cause for Disciplinary Action.**

All disciplinary actions for employees who have successfully completed their initial trial service period shall be for cause. An employee serving an initial trial service period may be subject to any of the above disciplinary actions or termination without notice of cause or right of appeal, provided that such employee be given a minimum of one (1) day advance notice prior to the discipline taking effect. An employee serving a promotional

trial service period may be returned to the previously held position without a right of appeal.

### **16.3 Investigations.**

**16.3.1 Duty to Cooperate.** Employees have an obligation to cooperate with any investigation conducted by the District. Failure to do so will be considered insubordination and will be grounds for discipline, up to and including termination.

**16.3.2 Union Representation.** Employees are entitled, at their option, to have Union representation during any investigatory interview conducted by the District that the employee reasonably believes may result in discipline of the employee. During any such investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the District's investigation.

**16.3.3 Administrative Leave.** The District may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees will remain eligible for holiday pay, and will continue to accrue seniority, sick leave and annual leave while on paid administrative leave. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not considered discipline and is not subject to the grievance procedure.

### **16.4 Procedure Required Before Imposing Discipline Other than an Oral Warning or Written Reprimand.**

**16.4.1 Notice of Intent to Discipline.** If the District intends to impose discipline other than an oral warning or written reprimand, the District will inform the employee in writing. The written notice will describe the event or conduct with sufficient particularity to permit the employee to understand the general nature of the concern. The written notice will be furnished directly to the employee during working hours, or if the employee is absent on that day of work, the notice may be sent by registered mail to the employee's last known address. A copy of the notice of intent to discharge will be forwarded to the appropriate Union representative.

**16.4.2 Pre-Disciplinary Meeting.** The District will schedule a pre-disciplinary meeting to permit the employee to respond to a notice of intent to discipline. At the beginning of any pre-disciplinary meeting, the District will describe its proposed discipline and the general reasons for issuing the proposed discipline.

**16.4.3 Disciplinary Decision.** No sooner than the day following the close of the Pre-Disciplinary Meeting but no later than fourteen (14) calendar days

after the close of the Pre-Disciplinary Meeting, the District will inform the employee and the Union of the disciplinary decision in writing.

#### **16.5 Term of Suspension.**

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

#### **16.6 Notice of Demotion.**

An employee being demoted for disciplinary reasons will be given a notice of demotion stating the cause for the action a minimum of 5 calendar days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted possesses the minimum qualifications for employment in the lower position. An employee demoted for disciplinary reasons has no right to displace a subordinate or junior employee who has regular status.

#### **16.7 Abandonment of Position.**

An employee absent from work for a period of three (3) consecutive days without notice to the District is deemed to have abandoned the position. Such employee may be notified of termination by written notice by registered letter to the employee's last known address. A copy of the notice of termination to a represented employee shall be forwarded to the appropriate Union representative.

### **17. GRIEVANCE PROCEDURE**

#### **17.1 Grievance Defined.**

A "grievance" is hereby defined as an alleged violation of the terms of this Agreement by the District, an employee, or group of employees.

#### **17.2 Grievance Procedure/Step One.**

Any employee or group of employees having a grievance shall present the grievance to the immediate manager within twenty-one (21) calendar days of the occurrence of the grievance. The immediate manager shall be given fourteen (14) calendar days to resolve the problem.

#### **17.3 Grievance Procedure/Step Two.**

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

#### **17.4 Grievance Procedure/Step Three.**

If Step One and Step Two fail to resolve the dispute, the employee or group of employees having the grievance shall notify the employee representative and the bargaining representative of the grievance. The bargaining representative shall prepare and present to the Administrative Officer a written “Notice of Grievance”, such notice to be signed by the complaining employee(s). The “Notice of Grievance” shall set forth, so far as may be applicable:

- a) The nature of the grievance and the circumstances out of which it arose.
- b) The remedy or correction the District is requested to make.
- c) The section or section(s) of this Agreement relied upon or claimed to have been violated.

All grievances must be presented to the Administrative Officer in writing within 14 calendar days after failure of Step Two.

The Administrative Officer, or his/her designee, will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within 14 calendar days of receipt of the grievance.

Should either the Administrative Officer, or his/her designee, or the bargaining representative desire extension of the time allocated for Step Three, such extension can be accomplished by mutual agreement.

#### **17.5 Grievances Asserted by the District.**

Grievances asserted by the District or the employee’s bargaining representative shall be initiated at the Step Three level by the Administrative Officer, or his/her designee, serving upon the bargaining representative a “Notice of Grievance” or the employee’s bargaining representative serving upon the Administrative Officer a “Notice of Grievance”. The bargaining representative or the Administrative Officer, or his/her designee, shall take appropriate action to review the merits of the grievance and issue a written decision to the other party within 14 calendar days of receipt of the grievance. Such time can be extended by mutual agreement.

#### **17.6 Grievance Procedure/Step Four.**

In the event that any disputes under this Article shall not be settled as provided in Step Three, then Step Four shall apply.

The party dissatisfied with the proposed settlement of the grievance may within 21 calendar days after failure to adjust the grievance serve upon the other party a written demand for arbitration.

The parties shall attempt to select an impartial arbitrator by mutual agreement.

If the parties cannot agree on an arbitrator within 14 calendar days, then the American Arbitration Association will be asked to submit a list of 7 disinterested persons from Washington and/or Oregon who are qualified and willing to act as an impartial arbitrator.

Both the District and the Union shall have the right to strike three names from the panel of names submitted. The party requesting the arbitration shall strike the first name, the other party shall strike the second name, continuing in this fashion until one name remains. The remaining person shall be the arbitrator.

The decision or award of the arbitrator shall be issued in writing within 30 calendar days after conclusion of the hearing or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be binding upon both parties.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the District and the Union. However, each party shall be responsible for compensating its own representatives, attorneys and witnesses. Employees called as arbitration witnesses may do so during working hours with no loss of pay.

The arbitrator shall have the right to determine the rules and procedure of the conduct of the hearing; provided, however, that the function of the arbitrator to hear the matter in dispute between the parties shall be limited to determining if the District or Union has violated or failed to apply any of the provisions of this Agreement between the parties. The arbitrator shall have no power to destroy, change, add to or delete from the terms of this Agreement.

## **18. BOARD OF HEALTH**

### **18.1 Posting of Board of Health Agendas and Minutes.**

The District will have agendas and minutes of each Board of Health meeting posted on the internet. Board of Health agendas shall be posted by the morning of the Board of Health meeting. Minutes of a meeting shall be posted a minimum of 5 working days prior to a scheduled Board of Health meeting.

## **19. MISCELLANEOUS**

### **19.1 Nepotism.**

Favoritism shall not be shown to any employee on the basis of blood, marital, or adoptive relationship. No person shall be hired, promoted, or transferred into a position where a supervisory employee relationship would exist between spouses or between parents and children (whether natural, adoptive, or marital).

### **19.2 Political Activity.**

Political activity by employees shall not be permitted during working hours. Nor shall any District employee be required to expend time, effort, or money on any political activity as a condition affecting employment. No employee shall solicit contributions

during working hours, either on or off of District premises, for any partisan/nonpartisan political purpose.

### **19.3 Tuition Refund.**

The District has established a policy of refunding tuition to employees who enroll and complete an approved job-related course at an approved educational or training institution during non-working hours. Employees desiring to apply for tuition refund must submit a written request to the District for review by the Board of Health at a regular meeting. No tuition will be refunded unless prior authorization has been granted by the Board of Health.

### **19.4 Discussion of Items of Mutual Concern.**

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

### **19.5 Membership Dues Reimbursement.**

The District will reimburse employees the full amount of the annual credential fees paid to either the Washington State Board of Registered Sanitarians (WSBRS) or the National Environmental Health Association (NEHA). Each employee may select reimbursement for either WSBRS or NEHA, but reimbursement by the District is limited to only one option, not both. In addition, the District will make available, at its expense, sufficient training opportunities during each calendar year for employees to maintain their registered sanitarian status.

The District will reimburse employees the full amount of the annual membership fees paid to either the Washington State Environmental Health Association (WSEHA) or NEHA. Each employee may select reimbursement for either WSEHA or NEHA, but reimbursement by the District is limited to only one option, not both.

Where possible, employees seeking reimbursement under this Article are expected to submit requests to the District within thirty (30) days of incurring the expense.

### **19.6 Delegation or Assignment of Bargaining Unit Work**

The District and Union recognize: (1) employees of the EH Supervisor bargaining unit have supervisory and managerial responsibilities over employees of the EH Non-Supervisor bargaining unit; (2) there may be significant overlap in the type of work and duties performed by employees in both bargaining units; (3) there are times when it may be necessary or beneficial to freely move work between both bargaining units; and (4) the purpose and mission of the District is best fulfilled when both bargaining units work cooperatively. In recognition of these factors, bargaining unit work associated with one bargaining unit may be delegated or assigned to the other bargaining unit without bargaining. Nothing in this section shall be construed to permit the District the right to subcontract or “skim” bargaining unit work outside of the two aforementioned bargaining units without providing notice and an opportunity to bargain.



**20. SEPARABILITY**

**20.1 Separability.**

It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

**21. ARTICLE XXI TERMS OF AGREEMENT**

**21.1 Term of Agreement.**

This Agreement and the provisions thereof shall become effective and operative as of 12:01 a.m., Pacific Standard Time, June 8, 2021 and shall continue in full force and be binding upon the respective parties hereto, until 12:00 midnight, December 31, 2022.

**21.2 Amendment of Agreement.**

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the same manner as is this Agreement.

**21.3 Modification of Subsequent Agreement.**

Written notice must be served by either party of its intent to terminate or modify this Agreement not less than ninety (90) days nor more than one hundred twenty (120) days prior to December 31, 2022.

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

SNOHOMISH HEALTH DISTRICT

Date Signed Jun 15, 2021

By: *Stephanie Wright*  
Chair, Board of Health

ATTEST:

*Shawn Frederick*  
Shawn Frederick (Jun 15, 2021 16:11 PDT)  
Shawn Frederick, Administrative Officer

PROFESSIONAL AND TECHNICAL  
EMPLOYEES LOCAL 17

Date Signed Jun 15, 2021

By: *Karen Estevenin*  
Karen Estevenin (Jun 15, 2021 15:33 PDT)

Karen Estevenin  
Executive Director

ATTEST:

*Steven Pray*  
Steven Pray (Jun 15, 2021 15:35 PDT)

Steven Pray  
Union Representative  
Professional and Technical Employees  
Local 17

*Jeff Hutchison*  
Jeff Hutchison (Jun 15, 2021 15:37 PDT)

Jeff Hutchison:

**ADDENDUM A**

**BARGAINING UNIT**

The bargaining unit shall include all regular and trial service employees holding the following classification:

Environmental Health (EH) Supervisor

**WAGES**

Effective June 8, 2021, the salary ranges for classifications within the bargaining unit will be increased by two percent (2.0%) to the following. These rates will be applied retroactively to January 1, 2021 for employees in the bargaining unit on June 8, 2021.

<b>Snohomish Health District</b>										
<b>2021 Environmental Health Supervisor - MONTHLY</b>										
<b>Effective 6/8/21</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Environmental Health Supervisor		\$6,095	\$6,400	\$6,720	\$7,056	\$7,409	\$7,780	\$8,168	\$8,577	\$9,006
<b>2021 Environmental Health Supervisor - HOURLY</b>										
<b>Effective 6/8/21</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Environmental Health Supervisor		\$35.16	\$36.92	\$38.77	\$40.71	\$42.74	\$44.88	\$47.12	\$49.48	\$51.95

Effective January 1, 2022, the salary ranges for classifications within the bargaining unit will be increased by two percent (2.0%) to the following:

<b>Snohomish Health District</b>										
<b>2022 Environmental Health Supervisor - MONTHLY</b>										
<b>Effective 1/1/22</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Environmental Health Supervisor		\$6,217	\$6,528	\$6,855	\$7,197	\$7,557	\$7,935	\$8,332	\$8,748	\$9,186
<b>2022 Environmental Health Supervisor - HOURLY</b>										
<b>Effective 1/1/22</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Environmental Health Supervisor		\$35.87	\$37.66	\$39.54	\$41.52	\$43.60	\$45.78	\$48.07	\$50.47	\$52.99