

Collective Bargaining Agreement

between

Spokane Regional Health District

and

PROTEC 17



January 1, 2023 – December 31, 2025

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SRHD POLICIES – SRHD policies will not be part of this contract. SRHD and the union have agreed to do impact bargaining on any new or revised policies. Refer to the employee handbook on the SRHD intranet for policies that apply to all agency employees.

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to regulate the terms and conditions of employment for represented employees of the District. Specifically, the purposes of this Agreement are to 1) Promote harmonious relations between the District and the Union, in an environment of mutual respect and cooperative problem-solving; 2) Establish rates of pay, hours of work and other conditions of employment; and 3) Establish equitable and peaceful procedures for resolution of differences in order to facilitate the implementation of the Spokane Regional Health District mission and vision statement.

ARTICLE 2 – BARGAINING UNIT RECOGNITION

Section 2.1 – Recognition of Bargaining Unit. The District recognizes the union as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours of work, and other working conditions. The bargaining unit shall include all regular full-time and part-time employees, including project employees, exclusive of Nursing Classifications covered under the Washington State Nurses Association/SRHD bargaining agreement, and exclusive of supervisory and confidential personnel of the District, as cited in PECB Decision 7366-B, or as amended throughout the life of the Agreement.

Section 2.2 – Grant and Special Funded Project/Program Employees. When a bargaining unit employee is employed for a predefined period of time required to fulfill a grant and/or specially funded project/program which will continue for a minimum period of six (6) months or maximum period of twenty-four (24) months, the employee will be considered a project employee. Project employees whose grants are funded beyond two years shall be converted into regular-status employees. Project employees whose positions are completed or funding ends prior to the twenty-four (24) month period will be removed from District employment without layoff rights or bumping. Project employees will have the following rights in lieu of layoff/bumping:

- A. Project employees will be provided with a minimum fifteen (15) calendar day written notice of termination of employment based on the completion of their project. When possible, thirty (30) calendar day written notice will be provided.
- B. Project employees will be given preferential consideration (i.e., receipt of an interview for all positions that the employee has indicated an interest and meets the minimum qualifications) for all job openings, including temporary, regular, intermittent, and project, for a period of time beginning a minimum of 15 calendar days (30 calendar days when possible) prior to the end of their project end date and ending six (6) months after their last day of employment. Prior to the employee's project end date, Human Resources will provide the employee with a letter detailing the procedures required to be considered for any of those job openings.

Section 2.3 - Current Employees and Project Employment. It is recognized that project work as described above may be an opportunity for growth and development of current regular status employees and the use of current employees with specific skillsets and experience may facilitate the start-up and success of the project. In situations where using an existing regular status employee in a project-funded role is considered mutually advantageous to the employee and the District, the employee shall remain a regular- status employee while assuming the project role. However, any employee hired to fill the position vacated by the employee who has moved into the project position will be hired in a project status. At the completion of the project, provided that the position does not extend beyond the maximum project period of 24 months, the regular employee will return to the previous regular position and the project employee will be terminated from District employment as described above. If the project is projected to extend beyond 24 months, the District shall give the regular employee timely notice of the option of continuing in the project position or allow them to return to their former position. If the regular employee's previous position is no longer available, the employee will have layoff rights as described in the layoff article of this Agreement.

Section 2.4 - Regular Full-Time Employee. Regular full-time employees are those who successfully complete the six (6) month probationary period with no break in service in positions established as regular positions, who regularly work thirty-seven and one-half (37.5) hours per week.

Section 2.5 - Regular Part-Time Employee. Regular part-time employees are those who successfully complete the six (6) month probationary period, who work less than thirty-seven and one-half (37.5) hours per week, on a regular basis throughout the calendar year. Unless otherwise stated, all provisions of this Agreement that refer to a regular employee shall be applied equally to both regular full-time and regular part-time employees.

Section 2.6 - Probation Period. The first six (6) months of an employee's employment with the District at an FTE of 0.40 (15 hours per week) or higher shall be deemed the employee's probation period. The probation period for an employee working less than 0.40 FTE will extend for nine (9) months or four hundred twenty (420) hours, whichever comes first. The probation period shall be extended by the number of work days missed if a probationary employee misses more than fifteen (15) work days due to illness, accident, or other authorized leave. All efforts will be made to assist probationary employees in successful completion of probation. Unless the District has notified the probationary employee of unsatisfactory performance leading to transfer, lay-off, termination, or extension of probation, probationary employees who continue their employment with the District shall become regular employees after six (6) months following their date of hire. If the District believes the employee's unsatisfactory performance may be corrected by additional training or time on the job, the probationary period may be extended for a period of time not to exceed three (3) months. During the probation extension the District will provide the employee with areas of needed improvement and offer additional training as needed.

Section 2.7 - No Unilateral Changes. The District agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement, unless required by law, at which time the District will notify the bargaining unit representative a minimum of thirty (30) days prior to implementation in order that the Union may wish to discuss and review the proposed changes with the District.

Section 2.8 - Existing Bargaining Unit Work Protections. Existing bargaining unit work shall be performed by bargaining unit employees. When a new classification is created, or where duties of employees covered by this Agreement are assigned to a different or new classification, the Union will continue to be recognized as the exclusive bargaining unit representative for employees performing bargaining unit work as certified by PERC in case number PECB 7366-B.

Section 2.8.1 - Notice. The District shall first notify the Union of proposed new or changed classifications created during the life of this Agreement, if the classifications contain non-supervisory, non-managerial duties common to the bargaining unit. The Union shall respond in writing to the District's proposal within thirty (30) days of receipt of notice. If requested, a meeting will be convened as soon as practicable, and no later than thirty (30) days after notification from the Union of its desire to negotiate the compensation and/or terms of employment to be paid to individuals occupying new or changed classifications. However, the District may implement the new job classification and assign an interim wage while the District and the Union negotiate the compensation for the new classifications. If the compensation for the new classification is negotiated at a higher rate than the interim wage, the new rate will be retroactive to that date that the new classification was implemented.

Section 2.8.2 - Implementation. The District may implement the new job classification while the parties negotiate such compensation and terms. However, where current employees are performing the majority of the job functions proposed for the new classification(s), no new employees may be hired into those new classifications until negotiations are complete.

Section 2.9 - Change of Classification & Re-Employment. Any bargaining unit employee who changes bargaining unit classifications or positions while continuing to be employed by the District, or becomes re-employed by the District following a leave from employment of less than two years and becomes re-employed within the same classification and position, may not be required to complete an additional probation period. When a position or classification change is significantly different and would require a training period of thirty (30) days or longer to be proficient in the new classification/position, a trial service period of up to six (6) months may be implemented. A trial service period differs from a probationary period in that the employee is still able to use vacation benefits during this time, whereas probationary employees may not. Any project employee who subsequently becomes a regular full-time or part-time employee shall be given credit, for the purpose of completing the probation period, for all time worked as a project employee.

A bargaining unit employee who is required to complete a trial service period after changing bargaining unit classifications or positions shall retain the right to revert to the employee's previous position if the employee fails to satisfactorily complete the trial service period and the previous position is available and has not been filled.

If the previous position has been filled, the employee shall have the right to fill any open position within the previous classification, so long as the employee possesses the ability and qualifications to immediately perform the duties of that particular position. In this situation, the employee will commence a forty-five (45) day trial service period.

ARTICLE 3 – EMPLOYEE RIGHTS

Section 3.1 - Right to Representation. Employees covered by this Agreement shall have the right of a union representative or steward in any meeting regarding disciplinary consideration and/or action contemplated by the District. Requests for representation at other types of meetings will be considered on a case-by-case basis and, requires pre-agreement by a representative of Human Resources or designee. Prior to any meeting regarding the decision of any disciplinary action (as listed in Section 3.5) of the employee, the District shall notify the affected employee of the nature of the meeting. The District shall permit the employee reasonable time to arrange for participation of union representative or steward, as is appropriate and timely to the situation.

Section 3.2 - Personnel Files. Employees covered by this Agreement, or their authorized representative, shall have the right to examine their personnel file or applicable file contents. This review will take place in the Office of Human Resource Services with an appropriate Human Resource Services representative present.

Personnel file review can typically be granted at the time of the request, however, depending upon the depth of the file review or due to Human Resources workload demands, up to two (2) work days' notice may be required.

Any material adverse to the employee must be factual with a copy provided to the employee and the opportunity given to the employee to attach rebuttal information to such material, as well as providing copies of that information to the manager or other District representative who placed the material being rebutted. Such material includes evaluations or other information referring to job competence, conduct on the job, or off- duty activities of the employees that may have an adverse effect on employment with the District.

In accordance with Washington State records retention regulations, originals of all personnel records, including all personnel file contents will be retained by the Office of Human Resources during the course of an employee's employment and for at least six (6) years after an employee's separation date.

Any information about the employee in the personnel file that is found to be false shall be removed from the file and retained in Human Resources under separate cover with an

explanation as to why the information was purged from the file. The employee may utilize the grievance procedure, if necessary, to effect removal.

Section 3.3 - Union Representatives. The Union shall have the right to appoint a maximum of seven (7) or one union steward per division, whichever is greater. The Union will notify the District in writing of the identity of the stewards within a reasonable time after the execution of this Agreement and within thirty (30) days of any change.

Stewards shall have the right to reasonable time on the job to administer the Agreement, including investigation and processing of grievances, Labor-Management discussions, and representation of employees. At the conclusion of such meeting, the steward who charges time to human resources' budget must notify a representative of Human Resources.

An employee requesting representation will be represented by the steward designated for their program/work unit, unless a conflict of interest exists. In situations where the designated steward is unavailable, and the matter needs to be resolved prior to the designated steward's availability, any recognized steward may be selected.

Section 3.4 - Union Activities. Union activities that may be conducted during work hours without loss of pay are as follows:

- A. Investigatory meetings;
- B. Negotiation meetings between the defined negotiation team members and representatives of the District during regular work hours; a total of one representative from each division may participate in these meetings and will be compensated by the District.
- C. Contact between employees and stewards regarding a grievance;
- D. Labor-Management Committee Meetings: A total of one representative from each division may participate in these meetings, provided that they each receive permission from their managers. Permission shall not be unreasonably withheld;
- E. Posting Union notices and communications during authorized breaks or lunches;
- F. Transmitting authorized Union communications to the District or its representatives;
- G. Consulting with representatives of the District and/or the designated Union contact person(s) concerning any provision of this Agreement. The Union agrees to limit and carry out these functions at times that are least disruptive to the District.

Section 3.5 – Discipline. Employees shall be disciplined or terminated only for just cause.

The parties agree that in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary actions.

In order of increasing severity, the disciplinary actions that the District may take against an employee include:

- A. Verbal Counseling
- B. Performance Improvement Plan/Written Warning
- C. Suspension
- D. Demotion
- E. Termination

The disciplinary action taken depends upon the seriousness of the affected employee's conduct.

In cases where suspension, demotion, or termination is contemplated by the District, the employee shall have the right to a pre-determination hearing with the Union Representative or steward present, scheduled at a mutually convenient time, to hear, respond, and refute allegations made against them. Prior to such a meeting, a written summary of detailed allegations shall be given to the employee and copied to the Union Representative. Probationary employees shall be disciplined or terminated without a right of appeal.

Any employee found to be unjustly suspended, demoted or terminated will, at the employee's option, be reinstated with full compensation for all lost work and benefit time and full restoration of all seniority rights, benefit entitlement, and conditions of employment.

Section 3.6 - Performance Standards. Any performance standards used to measure performance of employees shall be fair, just, and reasonable, and equitably applied throughout the District.

Section 3.7 - Union Bulletin Boards. A bulletin board space shall be made available on each floor, accessible to bargaining unit employees, for the posting of union information.

Section 3.8 - Use of District Meeting Space. Staff shall be permitted to reserve meeting space on District premises for Union meetings where such activities would not interfere with normal District business.

Section 3.9 - Union Representative Access. The Union's Staff Representatives shall have the right to access to the District's offices and work areas of the represented employees during business hours with prior notice given to the District. Such access shall not impede the District's normal operations.

Section 3.10 – Other Union Activities. Any union member-leader, who requests time off for Union activities required as part of an elected Union office, shall be granted such release time if the request is made with sufficient advance notice such that the District's operations are not jeopardized.

Union members who request release from scheduled work time in order to participate in Union-sponsored activities may be approved for such release provided sufficient notice is given so as not to inconvenience the District's operation. The employee may elect to use vacation or comp time but otherwise shall not be compensated by the District for such time off.

Section 3.11 - Contract. The Union will provide copies of this Agreement and Union related materials to the District for distribution to current employees (upon ratification), and to new employees, upon their hire. In addition, employees may use District resources to print a copy of this Agreement for personal use.

Section 3.12 – Work Rules and Policies. Work rules and policies shall be in writing, uniformly applied, and not in conflict with the terms and provisions of this Agreement. If work rules and policy provisions are changed or newly established, they shall be provided in writing to affected employees and prominently posted before the effective date. Copies of any such changed or new work rules or procedures will be provided to the Union and stewards before the general posting.

Section 3.13 – Access to New Employees. Within thirty (30) days of a new employee’s start date, the Employer will provide the Union access to the employee’s regular worksite, for no less than thirty (30) minutes during the employee’s regular work hours, to present information about the Union and this Agreement. This presentation may occur during a new employee orientation provided by the Employer or at another time and location mutually agreed to by the Employer and the Union. No employee will be required to attend the presentation given by the Union.

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 - Notification to Employees. The District agrees to remain neutral with respect to its employees’ decisions regarding union membership and payroll deduction. The District agrees to direct all communications from employees about union membership to the Union or this Agreement.

Section 4.2 – Union Membership and Dues Deduction. When the Union provides written notice to the District that it has received the employee’s written authorization for the deduction of membership dues, the District agrees to deduct from the employee’s salary, an amount equal to dues required to be a member of the Union. The District will provide payments for all said deductions to the Union at the Union’s official headquarters each pay period.

Section 4.3 - Political Action Committee Voluntary Donations. The ability to deduct PAC donation from the employee’s paycheck. The Employer will recognize employee authorization for deductions from wages, if in compliance with state law, to be transmitted to the union PAC. No deduction shall be made which is prohibited by applicable law.

Section 4.4 - Hold Harmless. The Union agrees to indemnify and save harmless the District from any and all liability arising out of this Article.

Section 4.5 – Revocation. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union, subject to the terms of the Authorization form. The Union will provide timely written notice to the District of the cancellation of dues authorization by an employee. The cancellation will become effective on the second payroll after receipt of the notice by the District.

Section 4.6 - Bargaining Unit List. Within thirty (30) days after execution of this Agreement, and during the months of January and July thereafter, the District will provide the Union with a current listing of all employees within its bargaining unit. Such list will include the employee names, addresses, phone numbers, classification, and date of employment in a bargaining unit position and FTE. At the beginning of each month, the District shall provide to the designated Bargaining Unit Leader and to the office of the union, an update with names of any employees who have moved into or out of the bargaining unit during the previous month. Newly hired employees' names shall also list the same information provided on the twice-yearly list.

ARTICLE 5 – MANAGEMENT RIGHTS

The District maintains its rights to operate and manage its affairs in all respects and in accordance with its lawful mandates. Powers and authority that the District has not specifically abridged, delegated, or modified by this Agreement are retained by the District. Authority specifically retained by the District includes but is not limited to:

- A. Assigning Employees: The District maintains the right of assignment of employees to positions, shifts and locations. This includes the discretion to determine the personnel requirement of the work of the position (i.e., the qualifications and skills needed to do the work), as well as such job-related individual characteristics as judgment and reliability, and the discretion to determine the duration of the assignment.
- B. Assigning Work: The District maintains the right to assign work to employees or positions. The right to assign work includes discretion to determine who is to perform the work; the kind of work; the amount of work to be performed; the manner in which work is to be performed; and when work is to be performed. It also includes the right to determine the particular qualifications and skills needed to perform the work and to make judgments as to whether a particular employee meets those qualifications.
- C. Hire, schedule, promote, transfer, assign, retain and direct employees.
- D. Suspend, terminate or take other legitimate disciplinary action against employees for just cause.
- E. Reduce the workforce because of lack of work, lack of funding, or other legitimate reasons.
- F. Actions during emergencies: The District may take whatever actions may be necessary to carry out the agency mission during emergencies.
- G. Core rights: The District may determine the mission, budget, organization, number of employees, and internal security practices of the agency.

ARTICLE 6 – COMPENSATION AND RATES OF PAY

Section 6.1 - Cost of Living Adjustments (COLA).

2023: January 1, 2023: 6.0%

The 2023 COLA will be applied after the hourly rates for all classifications have been recalculated to reflect the 2022 annual compensation based on a thirty-seven and one-half (37.5) hour work week.

2024: January 1, 2024: 4.5%

2025: January 1, 2025: 3%

Section 6.2 – Longevity. Longevity steps for ten (10), fifteen (15) and twenty (20) years of service to the District are contained in the wage scale.

If any employee has met the longevity requirements for Year 10, 15, or 20, but because of a promotion, reclassification or other upward class specification movement has not reached step 6 of the salary schedule when the employee would have been eligible for a Year 10, 15, or 20 increase, the 2.5% increase amount will be added to the employee's base wage at the step that the employee is currently at and the employee will not move to the higher step. For example, if an employee is at step 5, but has 10 years of cumulative employment (applies to longevity pay only) the employee will receive an additional 2.5% at both step 5 and step 6 and will remain at step 6 until the employee meets the longevity requirements for Year 15.

Section 6.3 – Step Progression. Under normal circumstances, each employee hired into a bargaining unit position shall be placed on Step 1 of the applicable salary range and shall progress to Step 2 on the first day of the first payroll period following six (6) months of service provided the employee has successfully completed the probation period. Step progression to Step 2 of the salary range will be delayed if the probationary period needs to be extended for performance issues. Consideration for initial placement above the first step shall be given when an applicant is shown to possess experience and/or qualifications that exceed the minimum qualifications set forth in the specification for that job class. Employees who are initially hired at a higher than first salary step, shall not advance to the next step until the first day of the first payroll period following twelve (12) months after the initial date of hire. Step progression shall be one step annually.

Section 6.4 – Step Placement on Promotion. Employees promoted to positions within the bargaining unit are entitled to the higher of:

Section 6.4.1. The first step for the new classification; or

Section 6.4.2. Advancement to the step for the new classification which most closely approximates a minimum five percent (5%) increase higher than the employee's previous salary.

Section 6.5 – Step Increase Date Upon Promotion. On the first (1st) day of the first payroll period at least six (6) months following an employee’s promotion, the employee progresses to the next salary step. This date becomes the employee’s “step increase date.” Subsequent step increases within the classification are at annual intervals per the salary rate schedule.

Section 6.6 – Simultaneous Step Increase and Promotion. If an employee is promoted within two (2) months or less prior to their annual step increase date, the step increase will be considered to have occurred before any of these other actions.

Section 6.7 – Bilingual Pay. Employees who do not currently have bilingual job responsibilities included in their classification specification/position description and who are assigned in writing by the supervisor to provide bilingual interpreter and/or translation services to or for the District will be compensated at the rate of ten dollars (\$10) per hour above their regular rate of pay, in minimum fifteen (15) minute increments with a minimum of one (1) hour. To be eligible for bilingual pay, employees must demonstrate proficiency in the second language, which will be documented in the employee’s personnel file.

Section 6.8 – Mileage Reimbursement. Employees driving their own vehicle on District business shall be compensated at the IRS rate for all miles driven that are related to employment, not including commute time. Payment rates shall be effective upon date of implementation for any IRS adjustments. The health district is committed to expanding creative options for parking and reducing unnecessary trips to the office including telecommuting, beginning or ending shifts in the field, exploring options for shared parking spaces and other such options.

Section 6.8.1 – Car Maintenance. Employees who have been reimbursed for three thousand (3000) miles during the previous year shall receive up to seventy-five dollars (\$75) for any auto rental charges incurred while the employee’s car is undergoing maintenance. For employees who are required to use their own vehicle as per section 6.7 of this agreement will be allowed up to two (2) hours every two (2) calendar months in order to have regular scheduled maintenance performed to their personal vehicle. The 2-month period will be static January-February, March-April, May-June, July-August, September-October and November-December. The 2 hours can be split up during the 2-month time frame. Employees shall be required to conduct District work while waiting for their vehicles. The employee will be responsible to obtain supervisory agreement as to the timing of the maintenance during work hours.

Section 6.8.2 – Vehicle Emergencies. If an employee becomes stranded during the employees working hours away from the office because the employee’s vehicle becomes inoperable or for other reasons outside of the employee’s control, and the employee has no other means of assistance (i.e. A.A.A., family member at home, etc.) the District will make every reasonable effort to promptly respond by dispatching another District employee to transport the employee to work, home or other designated site as requested. The employee will also be allowed a reasonable amount of time to arrange for appropriate vehicle-related services/repairs during that work day and can make-up those hours utilizing flex time, vacation, or compensatory time as agreed to by the employee’s Program Manager.

Section 6.8.3 – Use of District Vehicles. Bargaining unit members shall be eligible for use of any District owned or leased motor vehicles in accord with District direction and assignment, on the same basis as other District employees. Such assignments shall be equitably given.

Section 6.9 – Pay Period. The wages of the bargaining unit shall be paid semi-monthly on the 10th and 25th of each month. Whenever a pay day falls on a non-working day, pay will occur on the last scheduled working day prior to the pay day. Employees shall be paid on an hourly basis based on actual hours worked.

Section 6.10 - Work Out-of-Classification. Whenever an employee is assigned in writing to perform a majority of the duties and accept a majority of the responsibilities for an employee at a higher paid classification for a period of ten (10) consecutive workdays or longer, the employee shall be paid at the higher paid classification rate for all time working such duties and accepting such responsibility. Such an employee shall be placed at a step on the higher scale that provides for at least a five percent (5%) increase if there is at least a five percent (5%) differential between step six of the salary ranges. If the employee does not qualify for longevity steps, the employee shall be paid at a maximum of step 6 of the higher classification. Employees who are eligible for longevity shall be paid longevity in accordance with 6.2 and 6.4 of this Agreement. Proper authority by a manager outside the bargaining unit shall assign such responsibilities. Employees so assigned shall progress through the steps of the out-of-class assignment on their “step increasedate”. Employees who have not received assignments in writing, but who believe they are performing higher level functions than typically performed by their job classification may request that Human Resources review and evaluate their work for a potential temporary appointment to a higher classification.

Section 6.11 - Lead Worker Pay. Whenever an employee who is performing the same duties as other employees in their program and class specification is assigned limited supervisory duties, which does not justify reallocation to a supervisory classification, the Director or Program Manager may designate the employee as a Lead Worker. Such Lead Workers perform work under the direction of a Program Manager who may not be present to give constant supervision because of duties and assignments in other areas. In situations where the Program Manager is out of the area but available, or for limited periods where decisions can be deferred until the Program Manager's return (i.e., lunch, breaks, meetings), Lead Worker designations will typically not be made.

All Lead Worker designations will be in writing, with a copy to Human Resources, prior to any Lead Worker assignment. In an emergent situation where written confirmation cannot be obtained prior to the assignment (i.e. unplanned absence), the Program Manager/Director will provide written documentation by either the closing date for payroll or the first return day at work, whichever occurs first, and the employee will code the time as "Lead" pay.

Designated Lead Workers shall receive a two dollar (\$2.00) per hour premium for time assigned to perform Lead Worker duties.

Section 6.12 - Step Progression. All employees shall move regularly through the steps of the range for the job classification, except for periods of time not worked in excess of thirty (30) days due to discipline or unpaid leave. Regular movement to the next higher step in any single range will occur on the first day of the month subsequent to successful completion of the probationary period. This date of first step increase shall be known as the employee's "step increase date" on which a full-time employee will receive a step increase annually.

Section 6.13 - Return to Classification. If an employee is returned to the higher class which the employee had to leave due to a downward reclassification, the employee shall be compensated per section 6.4 – Step Placement on Promotion, or placed at the same step the employee held prior to downward reclassification, whichever is greater.

Section 6.14 - Leave of Absence Effect on Step Increase. If an employee is granted an unpaid leave of absence in excess of thirty (30) calendar days, the employee's step increase date will be postponed by the number of days by which the unpaid leave exceeds thirty (30) calendar days, and adjusted to the nearest first of the month.

Section 6.15 - Increase for Upward Reallocation. On the date an employee assumes a position in a higher class, the employee is entitled to the higher of:

- A. The first step for the new classification; or
- B. Advancement to the step for the new classification that most closely approximates one step more than the employee's previous salary.

On the first of the month nearest six (6) months following upward reclassification, a full-time employee will progress to the next salary step. This date becomes the "step increase date." Subsequent step increases within the classification are at annual intervals.

Section 6.16 - Simultaneous Step Increase and Change of Classification. If an employee would otherwise have received a step increase on the same day as receiving a reclassification upwards or downwards, the step increase will be considered to have occurred before these other actions.

Section 6.17 - Voluntary Downward Reclassification & Involuntary Demotion. Employees taking a downward reclassification to a class having a lower pay rate, or demoted involuntarily, will receive one of the following two compensation changes that is most advantageous to the employee. A downward reclassification, or demotion in lieu of layoff, shall be considered a voluntary downward reclassification:

- A. The employee moves to the same numeric step of the lower classification for their new class as the step the employee occupied prior to the downward reclassification and retains the step increase date. A salary reduction results; or,
- B. The employee moves to that step of the lower classification that allows full credit for all time worked within current unbroken employment in all job classes, which is currently compensated at or above their new range. This step is closest to five percent (5%) below the employee's former salary and the employee retains the step increase date. This is the least allowable downward reclassification, or involuntary demotion in lieu of layoff.

If the employee's salary is within the new classification range, their salary will move to the new range. If it is higher than the top step of the new range, the salary will be frozen until the new range matches the employee's salary. Thereafter, the employee shall receive pay increases appropriate to the new range.

Section 6.18 – Cellular Phone Allowance. Employees required by their manager to carry a cell phone for District business use will be issued a District cell phone, sign a cellular phone agreement, and the phone will be paid for by the employee's program.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

Section 7.1 - Basic Work Week/Day. The basic workweek is thirty-seven and one-half (37.5) hours of consecutive work. The regular hours of work each day will include interruptions for break periods and a one-half to one-hour unpaid lunch period, depending on scheduled work hours. The basic workweek can also include flex/alternative schedules as described in Section 7.7.

The District shall not schedule split shifts except in bona fide emergencies, unless the split shift is mutually agreed upon with the employee and the employee's manager.

The District may change an employee's work schedule on a regular or temporary basis. The District may regularly change an employee's work schedule with a minimum of one (1) week's notice to the employee of the work schedule change.

If an employee's schedule needs to be temporarily changed to accommodate special programs or unusual circumstances (e.g. fairs, clinics), the employee shall be given at least three (3) work day's prior notice of such change of work schedule. 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 either work the regularly scheduled hours for that day (so that another full work day may be flexed off that work week) or flex the work week to accommodate those extra hours. When flexing the work week as described above is not possible due to workload demands, the employee will be compensated, at the employee's option, either overtime or compensatory time at time and one-half (1.5x) the employee's regular rate of pay.

When the temporarily adjusted work schedule as described above includes work on an employee's regularly scheduled day off, the employee will be compensated for a minimum of two (2) hours' pay, including commute time. In the case of a work schedule change requested by an employee, the employee will only be compensated for regular hours worked.

Section 7.2 - Overtime/Compensatory Time. All union job classifications are non-exempt and covered by overtime provisions as defined by the Fair Labor Standards Act. Accordingly, work in excess of the basic work week should be minimized. The employee may adjust their work schedule within the work week that excess hours are worked in order to maintain a thirty-seven and one-half (37.5) hour workweek. All work in excess of the basic regularly scheduled work shift or work day, except work performed in accordance with flexible scheduling, must be properly authorized and shall be compensated for in cash or in compensatory time. Hours between thirty-seven and one-half (37.5) and forty (40) will be compensated at the employee's regular rate of pay; hours beyond forty (40) will be compensated at the rate of one-and-one-half (1.5x) times the employee's regular rate of pay..

Employees who earn compensatory time may accrue up to a maximum of one hundred twelve and one-half (112.5) hours (75 hours of actual work). Compensatory time may be taken at times mutually agreed to by the District and employee. Employees who leave the District with unused earned compensatory time will be paid for those hours in their final check at the employee's regular hourly rate in effect during the final month of employment.

All additional hours, overtime and compensatory time shall, to the maximum extent possible, be pre- approved by the manager or designee. If such manager/designee is not available, or the employee is unable to contact the manager due to circumstances beyond the control of the employee, and additional hours are worked, such manager will be notified as soon as practicable.

Except in situations as described above, if an employee works in excess of thirty-seven and one-half (37.5) hours in a work week without a manager's authorization, the employee will be compensated for that time through additional straight time, overtime or compensatory time at the District's discretion. However, the employee may face disciplinary action for working unauthorized hours.

Section 7.3 - Rest Periods. Each employee's work schedule shall provide for a fifteen minute rest period during each half shift. Rest periods may not be accrued or used at the end of an employee's shift for the purposes of leaving early or extending a lunch period. Any unused break periods will be forfeited.

Section 7.4 - Computation of Overtime. For purposes of computing overtime, all regular hours worked during that work week shall be considered as time worked.

Section 7.5 - Duty Officers. Unless otherwise agreed, the role of Duty Officer will be assigned on a weekly, rotating basis. During periods where they are serving as the Duty Officer, employees will record work hours associated with responding to work-related calls as described in Section 7.6 On-Call Assignments. Duty Officers are the first point of contact for work-related needs that arise outside of regular working hours and must remain reachable by cell phone during their assignment as the Duty Officer. Where possible, Duty Officers are expected to flex their hours during the week to account for work time recorded during on-call hours. Hours that cannot be flexed will be compensated in accord with Section 7.2. Duty Officer responsibilities are an expected part of the job duties of assigned individuals, and therefore Duty Officers do not receive on-call pay during the Duty Officer assignment.

Section 7.6 – On-Call Assignments. Employees who are assigned to remain on-call during off-duty hours will report as hours worked all time spent responding to work-related calls that occur on a day/evening when they are on-call, and will record a minimum of one-half (½) hour of work time for each day on which they receive one (1) or more such call. For example, employees will record thirty minutes (30) of work time for one (1) call or multiple calls occurring on the same day that collectively total less than thirty (30) minutes of work; employees will record actual time worked for one (1) call or multiple calls that total more than thirty (30) minutes of work. Employees who are required to return to a work site during a period when they are on call will be compensated according to Section 7.8, Emergency Call-Back. During periods of on-call assignments, employees may be required to remain in a certain geographic range in order to provide expert response as the first point of contact.

Section 7.7 – On-Call Compensation. Employees other than the Duty Officer who are required to remain on-call during off-duty hours will be compensated at a rate of seven percent (7%) of their hourly rate for time spent in an on-call status.

Section 7.8 - Emergency Call-back. Whenever an employee is called back to work after completion of the regular workday or workweek, at the employee's choice, the employee shall be compensated at the rate of one and one-half time (1.5x) times the actual hours worked in cash or compensatory time or with supervisor approval, flex time. Any work required outside normal scheduled work hours in relation to the emergency call back will be paid at the rate of one and one-half (1.5x) times the actual hours worked, irrespective of total hours worked for the week.

A minimum call back will be two (2) hours including travel times. Emergency call-back shall not be subject to the three-day schedule change notification requirements defined in Section 7.1.

Section 7.9 - Flex/Alternative Schedules. An employee may request a change of hours or schedule or consideration of a flex/alternative schedule, and both parties will investigate the feasibility of the request. Flex/alternative schedules will be allowed where mutually agreed to by both parties at the time of hire, or during the course of employment. Agreed upon terms for flex/alternative schedules shall be in writing. The Union retains its right to negotiate the terms and conditions of an alternative schedule.

ARTICLE 8 – PROMOTIONS AND TRANSFERS

Except where reassignments are made by the District, vacancies created within job classifications covered by this Agreement by virtue of separation or newly created positions shall be distributed to all staff through agency communication and the District’s website for not less than five (5) consecutive working days.

- A. The posted job bulletin shall include additional information describing the job, the required and the desired qualifications for it, required application materials and deadlines for the information of the applicants. A separate application must be made for each position and submitted to Human Resources.
- B. An employee who is on paid leave during the posting period may apply for any open positions during that leave period or shall be permitted to make application within three (3) working days after returning to work, unless interviews have already been conducted and a successful candidate has been identified, a job offer has been made, or the position has already been filled.

The District retains the right to determine whom, if anybody, shall be selected for and/or promoted or transferred to any vacancy. Determination shall be based upon the applicant's application materials (if applicable), interview, experience, and qualifications for the position. Where the assessment of the candidates is equal, preferential consideration will be given to internal union applicants of the Health District. Where two or more internal union applicants are equally qualified as described above, consideration will be given to the internal applicant with the most District seniority.

Nothing in this section shall preclude the District from making reassignments, including job duties and changes in FTE, within the same classification prior to posting any job vacancies. No reassignments within the same program/work unit that results in the creation of a new position within the same classification may involuntarily change an employee’s FTE status.

ARTICLE 9 – REDUCTION IN HOURS

Section 9.1 – Definitions:

A **reduction in hours** is the elimination of any part of an employee's FTE.

Program is defined by District budget/program code.

Classification is defined as the singular classification currently held by the employee. E.g., an HPS 3 is a singular classification. The only exception to this is the EHS 1,2 classifications, which shall be considered a singular classification.

Individual position is defined as the employee's unique position description within a classification that defines their duties.

Section 9.2. Involuntary Reduction in Hours: A District initiated regular reduction in hours for any individual position that does not result in the total elimination of that position's FTE, is considered an involuntary reduction in hours.

Section 9.2.1 - Order of Reduction. When an involuntary reduction in hours to an FTE less than .75 is deemed necessary, the hours will be reduced in accordance with the layoff and recall provisions of Article 10 – Layoff and Recall.

Section 9.2.2 – Notice. An employee whose FTE is being involuntarily reduced on a regular basis will receive a minimum of fifteen (15) calendar days' notice of such change. The notice shall include the District's reasoning for the involuntary reduction in hours. If the employee whose hours are being reduced is not at work or is unavailable on the day that notice is being given, the notice will be sent to the employee's last known address by certified mail. The postmark date will be considered the notification date. All other notices will be delivered in person to bargaining unit employees and by USPS mail delivery to the Union Representative.

Section 9.2.3 - Benefit Maintenance. The District will maintain the employee's former medical and dental premium payment levels for a period of one additional month following the effective date of the regular hour's reduction.

Section 9.2.4 - Funding Restoration. If the FTE was reduced due to budget restrictions and additional funding becomes available within that program, such employee shall have the opportunity to increase the FTE to the employee's previous level prior to the creation of new positions or offer of additional hours to non-affected employees within that program. If more than one employee in a program has had a reduction in hours or been laid off, the offer of additional hours will be based on seniority in accordance with Article 10. Nothing in this article prohibits the District from reassigning employees within a classification to best serve District needs.

Section 9.3 - Voluntary Reduction/Increase in Hours. An employee may request to voluntarily increase or decrease the employee's hours (FTE). All requests for voluntary FTE changes will be evaluated by the program manager/director, to review program needs and funding. If approved, a designated time frame will be established based on program needs and funding, and the employee will be informed in writing of the end date for the voluntary increase/decrease. Depending upon the timeframe, the FTE change may be considered regular (over 90 days) or temporary (90 days or less) for the purpose of benefits calculation. The employee will return to the previous FTE on the established end date, unless mutually agreed otherwise, and it will be considered a voluntary change in hours.

ARTICLE 10 – LAYOFF AND RECALL

Section 10.1 - Notification. If reduction-in-force is contemplated due to budget constraints or good faith reorganization, the District shall notify the Union. Whenever possible, employees subject to layoff shall be given thirty (30) calendar days written notice, but at least twenty (20) calendar days prior to the layoff.

Section 10.2. If a RIF is determined to be probable, the Program Manager will meet with the affected employee(s)/programs – and if requested, a steward or Union representative – to discuss the reduction(s), what programs/job titles are being affected, and their anticipated end date.

Section 10.3 - Comparable Vacancies. Employees who may be affected by the RIF that wish to be considered for other employment opportunities within the District prior to their layoff, will request a Transfer to Comparable Vacancy form from their manager or Human Resources. The employee will complete this form including current job title, FTE, program etc. and submits it to Human Resources where it is held for future vacancy comparisons. Human Resources will keep an updated list of all temporary and probationary employees, additional hours, and vacant positions that are available.

Section 10.4 - Employees Considered for Vacancy. During any probable RIF scenario, all new hires, requests for new positions and/or vacancies must be pre-approved by Human Resources. When requests are received in Human Resources, they will be reviewed and compared with the Transfer to Comparable Vacancy forms received from staff. If a job match is determined, the employee(s) and hiring manager will be notified. If the employee wishes to be considered for this position, they will need to notify Human Resources within 48 hours following notification of their desire to be interviewed for the position. If the manager determines the employee is a suitable match for the position, the employee will be transferred to the new position without any further competitive hiring process.

Section 10.5. In the event a layoff of bargaining unit employees is unavoidable, the District shall identify the program from which hours must be cut. All regular employees in a single job class in the affected program job class shall be laid off in the inverse order of their District seniority provided they have the ability and qualifications to immediately perform remaining work within the classification within a reasonable time frame. A reasonable time frame for purposes of this Article is not to exceed fifteen (15) working days regardless of their respective FTE status.

Section 10.6 - Layoff in Inverse Order by Program.

Layoffs are in inverse order of seniority by Program within a class specification as provided in Section 10.5. However, bumping may occur in inverse order of seniority within the Division under the following criteria:

Section 10.6.1. The employee has the necessary skills and abilities to immediately fulfill a qualification assessment by the Program Manager of the requirements of the current position description wherein all decisions rendered are final; and

Section 10.6.2. The employee assumes the budgeted FTE of the new position; and

Section 10.6.3. One of the three exceptions apply:

- A. The employee previously held the regular or project position of the least senior employee within the same or lower class specification series; or
- B. The employee meets the minimum qualifications and essential functions of the regular or project position of the least senior employee within the same class specification that the employee currently holds; or
- C. The employee holds a position within the Administrative Assistant series and meets the minimum qualifications and essential functions of the least senior employee within the AA classification series.

Section 10.7. Future positions may be included should the positions prove to be beneficial to both the employees and the Health District. Future positions will be explored during Labor/Management meetings. However, new positions will not be added during any planned layoff period.

Section 10.8 - Probationary/Temporary Employees. No layoff or reduction to lower classifications shall be executed so long as there are probationary or temporary employees serving within the affected classifications in the program being impacted by layoff.

Section 10.9 - Notification of Potential Bumping. Employees subject to layoff as well as least senior employees who may be bumped out of their positions shall be given simultaneous notice of the layoffs and any bumping rights. In the written notice, the District will identify positions for which the employee may be qualified to assume that are occupied by least senior employees. Each employee's certification, ability, experience, and required and desired qualifications described in the classification questionnaires shall be reviewed by the District in identifying other positions for the affected employee. The employee shall have five (5) working days after receipt of layoff notice and options, or receipt of classification questionnaires described above, to deliver their written response to the Office of Human Resource Services, identifying the priority of options selected. Nothing in this article prohibits the District from reassigning employees within a classification to best serve District needs.

Section 10.10 - Position Openings. The District shall notify the employee, in writing, as to how the employee may access information on position openings during the two (2) years after the employee's layoff.

Section 10.11 - RIF Register. Employees who are laid off due to a reduction in force shall have their names placed on a reduction in force register in the order of their seniority as described in this article. No applicant or existing employee shall be hired into any classification within the bargaining unit until all qualified employees within that classification on layoff status have been given the opportunity to return to work, provided that the layoff period does not exceed two (2) years.

Section 10.12 - Rights to Non-Recall Positions. Laid off bargaining unit members who have contacted Human Resources with an interest in any posted opening in any other classification for which they qualify will automatically be placed on the register for interview without loss of recall rights. Section 2.9 shall apply to employees who acquired regular status prior to layoff. Reinstatement rights after layoff are terminated by refusal to accept reappointment to the first vacant position in the classification in which regular status was held prior to layoff, or the passage of two (2) years since the last day of service.

Section 10.13 - Fiscal Emergencies. In the event of a shutdown of state/federal government and associated elimination of District funding, the District may temporarily reduce the hours of, or layoff, employees whose positions are affected. Such temporary reductions/layoffs require a minimum of seven (7) calendar days' notice to the affected employees and the Union, and will last no longer than twenty-eight (28) calendar days. Employees affected by a temporary reduction/layoff under this section will not have the option to displace another employee and will not be placed on a recall list. Such employees will continue to receive medical and other insurance benefits on the terms applicable immediately prior to the temporary reduction/layoff and will maintain the leave balances accrued at the time of the temporary reduction/layoff (e.g., leave balances will not be cashed out). Full-time employees who miss thirty-seven and one-half (37.5) or more work hours (prorated for part-time employees) due to a temporary layoff under this section may, at their option, cash out up to thirty-seven and one-half (37.5) (prorated for part-time employees) from their accrued but unused vacation or personal day leave. Amounts cashed out will be deducted from leave balances and will be paid out during the first pay cycle following the end of the shutdown.

ARTICLE 11 – VACATION LEAVE

Section 11.1 – Vacation Accrual.

- A. Full-time employees accrue vacation while in paid status at the rates below. Part-time employees accrue vacation while in paid status on a prorated basis based on their FTE. Accrued vacation is credited to employees' accounts at the end of the month and may not be used before it is credited.

Completed Months of Service	Completed Years of Service	Monthly Vacation Accrual
0-11	<1	7.5
12-23	1	8.5

24-59	2-4	9.5
60-107	5-8	10.5
108-119	9	11.5
120-143	10-11	12.5
144-167	12-13	13.5
168-203	14-16	14.5
204-239	17-19	15
240-299	20-24	16
300+	25+	17

- B. The District may, in its discretion, credit prior service to the District or service to the State or another health district/department towards the employee’s vacation accrual rate. Any such credit will be documented in writing and placed in the employee’s personnel file.

Section 11.2 – Maximum Vacation Accrual. Employees may accrue vacation up to a maximum of two hundred forty (240) hours. An employee who has reached the maximum accrual level may continue to accrue vacation until December 31st, at which time any vacation accrued in addition to the two hundred forty (240) hour maximum accrual will be forfeited. With the prior written approval of the Administrative Officer, an employee may carry more than two hundred forty (240) hours of vacation beyond into the new year when they are precluded from taking a previously scheduled vacation because of District needs. Any such written approval will specify a timeline for the employee to use any excess vacation accrual, after which any excess vacation accrual will be forfeited.

Section 11.3 – Use and Scheduling of Vacation.

- A. Accrued vacation can be used following six (6) months of continuous service. Vacation may be taken in increments of at least fifteen (15) minutes.
- B. Employees may use vacation in place of or in addition to sick leave for any of the purposes described Section 12.2. Employees using vacation for this purpose will provide their supervisor notice of their absence as described in Section 12.4.
- C. Except as provided in paragraph b of this Section, vacation leave must be scheduled with the advance approval of the employee’s manager. If workload makes it necessary to limit the number of employees who can take vacation at the same time, the manager will respond to vacation requests in an equitable manner, considering factors such as the date of the request, prior vacation use,

other leave requests (such as FMLA or jury duty), and/or seniority.

Section 11.4 - Work During Vacation. Employees who are recalled to work while on vacation will be paid for all hours worked during the vacation period at a rate of time and one-half (1.5x) the employee's regular rate of pay, for a minimum of four (4) hours. Employees who are not required to work more than four (4) hours may, at their option, work the remainder of their regular work day at their regular rate of pay, or take the remainder of the day as vacation. Employees will not be charged vacation time for hours worked during vacation. Employees will not be required to return to work from a vacation absent a declared public health emergency.

Section 11.5 - Cash Out of Vacation. Employees who have successfully completed their probationary period will be paid for their accrued but unused vacation hours at the time of separation from the District to a maximum of two hundred forty (240) hours. Vacation cashout will be at the employee's straight-time rate of pay.

ARTICLE 12 – SICK LEAVE

Section 12.1 - Accrual. Full-time employees accrue sick leave while in paid status at a rate of seven and one-half (7.5) hours per month. Part-time employees accrue sick leave while in paid status on a pro-rated basis based on their FTE (accrual rates will be rounded to the nearest 1/4 hour); provided however that employees will accrue a minimum of one (1) hour of sick leave for every forty (40) hours worked. In the event of a change in the employee's FTE, the accrual rate will be based on the employee's FTE on the last day of the month in which the leave is earned. All sick leave hours are credited on the last working day of each calendar month and are available for use on the first day of the month after they are accrued. No more than 600 hours of accrued sick leave may be carried over to the following year.

Section 12.2 – Use of Sick Leave. Sick leave may be used in increments of one-quarter (1/4) hour for the following reasons:

- A. For an employee's own mental or physical illness, injury or health condition (including disability due to pregnancy or childbirth);
- B. For a "mental health day" approved in advance by the employee's manager;
- C. For the employee to provide care for a family member with a mental or physical illness, injury or health condition;
- D. For the employee to attend appointments for their own medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or for preventative medical care;
- E. For the employee to provide care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or for preventative medical care;
- F. When the employee's place of business has been closed by order of a public official for any health-related reason, when an employee's child's school or place of care has been closed for such reason;
- G. When the employee is quarantined due to exposure to contagious disease or

- while awaiting test results due to exposure to contagious disease where their attendance might jeopardize their own health or the health of others at work;
- H. For the employee to ensure their own safety or the safety of their family member under the Domestic Violence Sexual Assault, and Stalking Act (Chapter 49.76 RCW); and
 - I. As additional bereavement leave, as approved by the employee's manager, when there is a death in the employee's family, or to attend funeral services for non- immediate family members.

Section 12.3 – Definition of Family Member. For purposes of this Article, “family member” means any of the following:

- A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse;
- D. A registered domestic partner;
- E. A grandparent;
- F. A grandchild; or
- G. A sibling.

Section 12.4 - Requirements for all Paid Sick Leave.

- A. Every employee must report to their manager the need for sick leave prior to the beginning of each scheduled workday unless prior notification has been provided for a specific period of time. If an emergency precludes notice prior to the beginning of the scheduled working day, the employee must report the need for their absence as soon as practicable.
- B. For absences exceeding three consecutive (3) days, the District may require verification by a health care provider in accordance with applicable law. Sick leave used as part of an absence covered by the FMLA may require additional information. The District may also require a medical certificate indicating the employee's ability to return to work, including a listing of any limitations the employee may have.
- C. Misrepresentation of any material facts in connection with paid sick leave or abuse of paid sick leave may be grounds for disciplinary action.

Section 12.5 – Sick Leave During Vacation. When an employee is sick while on paid vacation, sick leave shall be granted in lieu of paid vacation, provided the employee notifies their supervisor within two (2) working days after returning to work that such condition did exist at the time and submits the sick leave in the time keeping system by the deadline for payroll submittal for the first pay period after returning to work. Exceptions to the above guidelines may be made by Human Resources in cases where the employee is able to demonstrate that payment of sick leave is necessary by reason of circumstance.

Section 12.6 – Annual Sick Leave Cashout. In January of each year of continued employment, each employee may cash out unused sick leave accrued during the previous year, subject to the following:

- A. Only the balance of sick leave in excess of four hundred eighty (480) hours is subject to cashout.
- B. Only unused sick leave from the previous year (ninety (90) hours maximum), less any hours actually taken as sick leave during the same year, is subject to cashout.
- C. The cashout rate is twenty-five percent (25%) of the employee’s base rate of pay during the last month of the previous calendar year.
- D. All hours cashed out will be deducted from the employee’s sick leave balance.

Section 12.7 – Cashout Upon Non-Disciplinary Separation. All employees with seven (7) years of service or more who separate from the District due to reasons other than termination for cause, including, but not limited to resignation/retirement or death, will be paid for twenty-five percent (25%) of their accrued sick leave hours at the employee’s regular rate. Employees may receive a maximum of one hundred fifty (150) hours (25% of 600 hours) of pay through a cashout at separation.

If an employee leaves employment with the District and returns within one (1) year, the employee shall be entitled to reinstatement of the previous sick leave balance, less any sick leave that was cashed out. No employee is entitled to sick leave cashout for reinstated sick leave that was earned during a previous period of employment if the present period of unbroken employment is less than six (6) months.

ARTICLE 13 – OTHER LEAVES

Section 13.1 - Bereavement Leave. Bereavement leave is a benefit provided in addition to sick leave. Full-time employees will receive twenty-two and one-half (22.5) hours of bereavement leave for a death in the employee’s immediate family. Part-time employees receive bereavement leave prorated to reflect their FTE. For purposes of this section, immediate family means the employee’s:

- A. Spouse or domestic partner
- B. Parent
- C. Parent-in-Law
- D. Step-parent

- E. Foster-parent
- F. A person who stood in loco parentis to the employee or the employee's spouse or domestic partner
- G. Sibling
- H. Sibling-in-law
- I. Step sibling
- J. Child
- K. Step-child
- L. Foster child
- M. Child-in-law
- N. Niece
- O. Nephew
- P. Grandparent
- Q. Step-grandparent
- R. Grandchild
- S. Step-grandchild (of the employee or the employee's spouse or domestic partner).

Bereavement leave may be utilized over a six (6) month period after the death.

The employee shall be allowed to extend bereavement leave using accrued vacation/sick leave, comp time, or authorized leave without pay, upon notice of need and request to the manager.

Section 13.2 - Shared Leave. Shared leave permits employees to donate certain types of leave to another employee who is suffering from, or has a household member suffering from, an extraordinary or severe illness, impairment, physical or mental condition or maternity/paternity leave (not to exceed twelve weeks) which has placed the employee in a leave without pay status. If an employee has exhausted all available leave, including sick leave, vacation leave, personal day, or compensatory time, the employee will be permitted to request shared leave.

Employees may voluntarily donate accrued vacation hours, compensatory hours, or personal day hours at their regular rate of pay to the requesting employee with the following conditions:

- A. Employees may donate vacation hours so long as their vacation accrual banks do not fall below seventy-five (75) hours.
- B. There is no limit on the compensatory hours, or personal dayhours that an employee may donate.

The receiving employee shall be paid such leave at their regular rate of pay; one hour of shared leave may cover more or less than the recipient's leave hourly rate. Any amount of shared leave not used by the recipient during each incident/occurrence shall be returned to the donor(s).

Section 13.3 - Military Leave. Any employee will be allowed time off with pay for active training in the U.S. Armed Forces, the Reserves, or the Washington National Guard, not to exceed twenty-one (21) working days during the October 1 through September 30 time period. Any additional authorized military leave will be charged to leave without pay or vacation leave, at the option of the employee. In accordance with applicable federal regulations and law, an employee will also be granted unlimited unpaid leave if required to serve on extended active duty as member of the Armed Forces or National Guard.

Employees returning from such active service with the military will be placed on that step of the range for their position which they would have reached had their employment service with the District been uninterrupted for such leave. All applicable federal, state and local laws, rules and regulations governing military leave, seniority and benefits accrual, and return rights to employment and positions shall govern the employment conditions of such employees.

Section 13.4 - Jury Duty. Employees who are called to serve on jury duty or as subpoenaed witnesses for District business will be compensated at their regular rate of pay beginning the first date requested to report for duty. Employees are encouraged to fulfill their civic responsibility to their community by serving on a jury when called upon for service in district, federal, or superior court or as a member of a grand jury. Regular status and project status employees will be compensated for their time away from their scheduled work days up to a maximum of twenty (20) working days per a twenty-four (24) month period. Jury duty days do not count as days worked for purposes of computing overtime, and the juror must return to work if there are two (2) or more hours left in their work day prior to or following jury duty for that day.

Employees called to jury duty will provide a copy of their jury duty notification within seven (7) working days following receipt of their initial notification to their immediate supervisor and payroll.

Section 13.5 - Leaves Provided by Applicable Statute. The District will provide employees with family and medical leave, pregnancy disability leave, and other paid and unpaid leave required by state and federal law, including:

- Family and Medical Leave (29 U.S.C. §2601 et seq.).
- Family Care Act Leave (RCW 49.12.265).
- Pregnancy Disability Leave (RCW 49.60).
- Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
- Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to Department policy.

Section 13.6 - Extended Disability Leave. Employees who have exhausted all sick, vacation, and any other accrued leave due to illness or other type of medical disability shall be granted disability leave in accordance with the Washington Law Against Discrimination. Such leave is unpaid and is in addition to any family/medical leave that the employee is eligible to receive and is limited to a maximum of six (6) continuous months, unless otherwise required by law.

Section 13.7 - Washington Paid Family and Medical Leave.

The District will comply with the Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), which establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons.

The PFML program is funded through premiums collected by ESD via payroll deduction PFML premiums or the percentage of premiums and employer contributions. Each year, consistent with the law, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, consistent with RCW 50A. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the District will modify payroll practices to reflect such statutory changes.

Employees can apply to ESD for leave and benefits and ESD will make eligibility determinations. When applying to ESD, employees must also notify the District of the need for leave; employees should provide at least thirty (30) days' advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable. Consistent with State law, PFML leave must run concurrently with FMLA if both are applicable.

Section 13.9 - Personal Leave. At the discretion of the District, an employee may be granted personal leave for education, Peace Corps, public health service duty, personal business, or as an extension of paid vacation. Educational leave must conform to the actual attendance at an accredited institution of higher learning. Extension of leave for personal business or paid vacation is limited to a maximum of thirty-one (31) calendar days with no loss of position. A greater leave of unpaid absence may be approved, without District provided benefits at the discretion of management on a case-by-case basis. Upon conclusion of a personal leave of thirty-two (32) days up to six (6) months, the employee shall be entitled to apply for District positions with the same rights and consideration as an internal applicant for a period of 30 calendar days.

Section 13.10 - Leave Due to Inclement Weather. Employees who are tardy due to inclement weather are not required to use any leave if they arrive to their regularly scheduled shift within a reasonable amount of time or if they need to leave work due to inclement weather within a reasonable time before their shift ends. Such reasonable time period will be determined based on individual cases e.g., weather conditions, school delays, road closures etc. by the program manager or designee or by the Administrative Officer. For the purpose of this Section, school delays shall include school closures at the beginning or end of the day, provided that no more than 2 hours per day may be utilized for this purpose while the employee is addressing childcare issues.

In the event that an employee is absent from work for their entire scheduled shift for any circumstances *related* to the inclement weather, the entire shift shall be charged to the employees' choice of vacation, comp time, sick leave or personal holiday. If the District officially closes due to weather conditions, an employee absent for vacation or illness on the same day(s) will not have the absence deducted from their vacation or sick leave accruals.

Flex time, with the Program Manager's approval may be worked to cover all or a portion of the inclement weather absence.

It is understood that in all situations employees scheduled to work will make a reasonable effort to report on time for their scheduled workday.

Section 13.11 - Administrative Leave. An employee may be placed on administrative leave with pay for the investigation of charges of misconduct or wrongdoing or for circumstances in which the District has reason to believe the employee is temporarily incapable of performing the functions of their job.

Section 13.12 - Return from Authorized Leaves. Employees who take family/medical leave or military leave will be entitled to return to the same or similar position held when the leave commenced, and in the same job class and numerical step in the pay range held immediately prior to the leave of absence as required by law. If the same position is not available due to a bona fide reduction in force or restructuring, the employee will be restored to an equivalent position with equivalent benefits, pay, and terms and conditions of employment.

An employee returning to work after an authorized unpaid leave over thirty-one (31) days may return to the employee's former position and classification if it still exists and if the employee's seniority exceeds that of the person holding the position at the time of the employee's return.

Employees on authorized leave shall be eligible to apply and interview for open positions during any leaves of absence.

Section 13.13 - Unauthorized Absence. An employee who fails to return from an authorized leave of absence within three (3) days of the employee's scheduled return date or an employee who is absent from the position for a period of three (3) consecutive days without notice to the District may be terminated by sending a written notice via certified mail to the employee's last known address. The postmark date of the mailed notice is considered the notification date and the effective date of termination. The termination may be challenged through the grievance and arbitration procedure.

Section 13.14 - ADA Reasonable Accommodation. Parties will comply with all relevant federal and state laws, regulations and executive order providing reasonable accommodations to qualified employees with disabilities.

An employee who believes that they have a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the District.

A medical separation due to the absence of a reasonable accommodation is not a disciplinary action.

Section 13.15 - Workers Compensation. Employees with a certified workers' compensation related injury/illness may elect to use sick leave, vacation leave, or leave without pay to cover any absences related to their worker's compensation injury/claim that are not covered by time-loss payments.

Section 13.16 – Overpayment. The Union and the District agree that employees should not receive more than one hundred percent (100%) of their regular earnings during any leave time or recovery from an injury/accident. This includes earnings from all sources including: sick leave, long term disability, worker's compensation payments, Washington Paid Family Leave, shared leave, vacation leave, and unemployment compensation. Whenever possible, the employee and the District will mutually agree upon a method of reduced payment or repayment when overpayment is anticipated or received. If a pre-agreement has not been reached and the employee does not return to work at the District, the employee will repay any overpayment from the final paycheck or vacation/sick leave payout at the time of the employee's termination of employment. If there are not adequate funds to repay over compensation received, the District will provide the employee with a written explanation of all hours owed for repayment directly from the employee.

ARTICLE 14 – HOLIDAYS

Section 14.1. Holidays for which the District shall compensate its full-time regular, project, and temporary employees for *seven and one-half (7.5) hours pay are as follows. Part-time employees will receive paid holiday hours prorated based on the percentage their monthly schedule bears to full-time employment:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day
Veterans' Day
Thanksgiving Day
Native American Heritage Day
Christmas Eve
Christmas Day
*One (1) Personal Day (described below)

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with manager approval, take the day off using a personal day, vacation, compensatory time or leave without pay.

If the Administrative Officer declares an early release on any holiday, employees not previously scheduled off will be afforded the opportunity to leave work early on that day or have the ability to leave work early on another work day during the same pay period with prior supervisor approval.

Employees who received prior approval for that holiday time off shall have the appropriate account (vacation, holiday, or comp time) credited for an amount equal to that authorized for employees to leave early.

If the President of the United States declares a one-time, non-recurring legal holiday, that holiday will be observed by the Health District as described above.

Section 14.2 – Eligibility. Employees are eligible for holiday compensation under the following conditions:

- A. Employees will be paid for each compensable holiday that falls anywhere during the calendar week, whether it falls on a scheduled day of work or not;
- B. If a holiday is observed on the employee's scheduled day off, during their vacation or while on paid leave, the employee shall be paid for the unworked holiday;
- C. If the employee is on an authorized paid leave of absence, the employee is eligible;

- D. To receive holiday pay, the employee must be in paid status for the entirety of their last regularly scheduled day prior to the holiday. Paid status includes paid leave (i.e., sick leave, vacation leave, compensatory time and personal day leave).

Section 14.3 - Weekend Holidays. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever the holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 14.4 - Work on a Holiday. If any employee is required to work on an observed or actual holiday, that employee shall receive time and one-half their regular rate of pay for all hours actually worked, with a minimum of two (2) hours at the time and one-half rate, in addition to the holiday pay described above. Time shall be compensated in cash or in compensatory time at the rate of one-and-one half (1.5x) times for all overtime hours earned, at the employee's option.

Section 14.5 - Personal Day. A regular or project employee who has been employed a minimum of four (4) months is eligible to earn one personal day per calendar year of employment. A newly hired employee will be eligible to earn and utilize their Personal Day four (4) months after their actual date of hire. Full-time employees receive seven and one-half (7.5) hours of paid leave for a personal day; part-time employees will receive personal day leave prorated based on FTE. Personal day hours may be used in hourly increments. Personal day leave must be taken in the calendar year in which it is earned. If an employee is scheduled to work on a previously approved personal day, and the employee is unable to reschedule or chooses not to reschedule the personal day on another day, that employee shall receive one and a half times (1.5x) their regular rate of pay for all hours worked in addition to the holiday pay at their regular rate. Personal days will not be carried over to the following calendar year unless an employee was denied the ability to take the personal day during the year accrued. Personal days that have not been taken prior to separation of employment shall be forfeited.

ARTICLE 15 – REMOTE WORK

Remote work is the practice of performing required job functions from home or another management-approved location. Remote work agreements are a voluntary alternative work arrangement mutually agreed between the employee and the employee's manager. All participants must complete an application for remote work, a remote work agreement, and work site checklist as part of the approval process. Occasional remote work may be approved on an informal basis for project work, during convalescence from injury or illness, caring at home for a family member, during pregnancy and following childbirth, when reasonable commute avenues are blocked or when the primary worksite is inaccessible or uninhabitable. The District will evaluate an employee's remote work application in relation to the objectives of its operating, business, and customer needs, and the employee's prior performance history. Employees may seek an independent review of a denied request through Human Resources. Human Resources will provide a final written decision on the employee's request within fourteen (14) calendar days of a requested review. The District's decision to approve or deny a

remote work agreement will not be subject to challenge through the Grievance Procedure.

ARTICLE 16 – RETIREMENT

All eligible employees shall be covered by the Washington State Public Employee Retirement System (PERS) in accordance with applicable law.

ARTICLE 17 – GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged breach or misapplication of the terms and conditions of this Agreement. The grievance issue may be raised by an employee or a group of employees as a class action. A class action may be initiated where action by the District creates an impact on a Division, several Divisions, or the entire bargaining unit.

The parties mutually agree to attempt to resolve grievances at the lowest possible level on an informal basis where possible, and encourage open sharing of information prior to entering a formal grievance. If a grievance does not resolve at the initial, informal stage the following step process shall apply.

The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limits unless an extension of time is mutually agreed. A grievance issue shall be considered waived if not presented or appealed according to the time frames outlined in the grievance procedure. The issue will then be considered settled on the basis of the last written answer from the District.

In order to expedite the process, the parties may agree to enter a grievance at the Step at which the named decision-maker has the authority to adjust the grievance.

Whenever the investigation of a grievance requires the inspection of personnel and other records, the District shall make available to the Union Representative or designee such records, which shall be authorized in writing by the affected employee.

When grievances have not been resolved to the satisfaction of concerned parties, the following procedures shall apply:

Step 1 – Manager. The grievance shall be submitted in person by the employee, with or without a steward, to the first level manager or the manager’s designee within ten (10) working days of the event; or in cases of a class action, within ten (10) working days of knowledge of the occurrence, situation, condition, or action giving rise to the grievance. The employee will indicate to the manager that the employee is initiating Step 1 of the grievance procedure at this meeting. The manager shall have five (5) working days to respond. If the employee reports directly to the Division Director, the formal grievance process shall begin at Step 2.

Step 2 - Division Director. If the grievance does not resolve at Step 1, the employee shall reduce the grievance to writing, identifying the specific provisions of the contract that have

allegedly been violated, describing the specific and relevant facts of the issue, and stating the remedy being sought. The employee shall deliver the written grievance to the Division Director or designee within five (5) working days of receiving the response at Step 1. The Division Director or designee shall schedule a meeting within ten (10) working days of receipt of the written grievance. The meeting shall be held with the employee and the designated steward to consider the circumstances and merits of the grievance. The Division Director shall issue a written decision within ten (10) working days at the conclusion of this meeting.

Step 3 - District Administrative Officer. If the grievance does not resolve at Step 2, a copy of the grievance shall be submitted to the District Administrative Officer or designee by the Union within ten (10) working days of receiving the response at Step 2. The District's Administrative Officer or designee shall have fifteen (15) working days in which to meet with the employee and Union Representative and shall respond in writing within ten (10) working days of the meeting with employee and Union Representative. The written response to the employee shall be copied to the Union.

Mediation. If an acceptable resolution is not reached as a result of Step 3 (Administrative Officer Level), the parties may agree to submit a request for mediation to a mutually agreed upon mediator in order to facilitate settlement.

Step 4 – Arbitration. If the grievance is not resolved in a dispute that has been processed according to the procedure described above, the issue may be referred to final and binding arbitration. The initiating party must notify the other party in writing of their intent to seek arbitration within fifteen (15) working days of receipt of the Step 3 decision, or within fifteen (15) working days of impasse being reached during mediation.

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

If the parties cannot agree upon an acceptable arbitrator, the American Arbitration Association shall be requested to submit a list of seven (7) impartial arbitrators' names drawn from Washington and/or Oregon.

The parties will attempt to agree on the name of one of the panelist arbitrators. If no agreement is reached, both the District and the Union shall have the right to strike names from the panel submitted. The party requesting arbitration shall strike the first name, the other party shall strike the second name, continuing until one name remains. The remaining person shall be the arbitrator.

The arbitrator shall have the right to determine the rules and procedure of the conduct of the hearing. However, the function of the arbitrator to hear the matter in dispute between the parties is limited to determining if the District or Union has violated or failed to follow any of the provisions of this Agreement between the parties, and if so, to decide the appropriate remedy. The arbitrator shall have no power to destroy, change, add to, or delete from the terms of this Agreement.

Any decision of the arbitrator shall be final and binding upon both parties. The fee for the arbitrator and all mutually incurred hearing costs will be shared equally between the parties. Each party shall bear the expense of its own representatives or witnesses, including any attorneys' fees they incur. The aggrieved party shall be granted time off without loss of pay for the purpose of attending mediation and/or arbitration hearings on the grievance issue.

ARTICLE 18 – NON-DISCRIMINATION

The District and the Union agree that they will not discriminate against any employee by reason the following: race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, or national origin, union membership or participation, or the presence of any sensory mental or physical disability; unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the District.

ARTICLE 19 – CONFERENCE COMMITTEE

A joint Labor-Management committee shall be established. This committee will include a maximum of one representative from each division, excluding the Union Representative, and up to an equal number of representatives of the District to meet on a mutually agreeable basis to discuss issues of concern. The purpose of this committee is to foster improved communications between Management and members of this bargaining unit and to assist with resolution of problems. The committee shall address matters of a group or District- wide nature, rather than individual concerns, which are better addressed through the normal chain of command and contract enforcement procedures. Such discussions may include concerns that arise over application or interpretation of this Agreement. With the Administrative Officer's preapproval, a person outside of the normal labor management team may be invited to attend a portion of the meeting to discuss a specific item on the agenda.

Matters subject to collective bargaining shall not be negotiated at these meetings. However, by mutual agreement, Memos of Understanding can be reached provided that the parties have an opportunity to review and consult with their chosen representative(s) prior to executing any Memo of Understanding.

Either party may initiate a request to meet and discuss any subject of a general concern affecting employees covered by this Agreement. The requesting party agrees to inform the other party in writing of the desire to schedule such a meeting with a proposed agenda and as much advance notice, preferably thirty (30) days, as possible to facilitate

scheduling and release time. Agenda items raised by the other party shall be added in advance of the meeting, in order for both parties to prepare. Labor-Management meetings shall occur during scheduled work hours.

Resource persons may be invited to participate in Labor-Management meetings to provide relevant information. If the resource person is a member of the Union, this person would be

included in the number of approved Union representatives at that meeting and may be granted paid release time with the manager's and District's approval.

Other Union members may participate either on the negotiating team or as silent observers of the negotiations process using vacation leave, compensatory time, or leave without pay. Such additional team participants will be approved for scheduled time off to the extent possible, given workload needs.

ARTICLE 20 – MEDICAL AND OTHER INSURANCE BENEFITS

Section 20.1 - Provision of Insurance Benefits. The District agrees for the life of this Agreement to provide paid medical, dental, vision, and life insurance benefits to its bargaining unit employees. The District will make every effort to provide health insurance benefits to an employee and employee's children at an affordable cost and will make every effort to maintain the current level of benefits.

District shall contribute the following percentages of the cost of its medical insurance plans (including vision coverage):

Employee Only	95%
Employee and Child(ren)	85%
Employee and Spouse	80%
Emp/Spouse/Child(ren)	80%

The District will pay 100% of the premiums associated with its lowest cost dental plan. Employees selecting a more expensive dental plan will be responsible for the difference in premiums between the lowest cost plan and the plan they selected.

Section 20.2 - Part-Time Employees. The District shall provide medical, dental, vision, and life insurance benefits for all regular or project employees working thirty (30) hours per week (.75 FTE) or more on a regularly scheduled basis at the same level as full-time employees. Part-time employees working between twenty (20) and twenty-nine and three quarter (29.75) hours per week will receive benefits on a pro-rated basis based on their FTE with the exception of employee-only medical, which will be covered at the same level as full-time employees.

Section 20.3 – End-Date of District-Provided Insurance Coverage. District-provided insurance coverage ends on the last day of the month in which the employee's last day of work occurs.

Section 20.4 - Retirees Medical. Bargaining unit employees who are eligible for retirement benefits under PERS will be eligible for a retiree medical premium contribution. The District shall provide contributions for a maximum of five (5) years, regardless of the retirees age at the onset of participation. The District will contribute \$400 per month into a Health Reimbursement Account (HRA) for each retired union member participating. If eligible under PEBB rules, the retiree may choose to use the HRA funds for reimbursement for payments made to the PEBB medical plan. If eligible, spouses may be insured on PEBB on 100% self-pay basis. Retirees who are not eligible under PEBB retiree rules, or those who wish to participate in another medical insurance plan, may use the HRA funds for reimbursement to a medical insurance plan of their choosing (excluding plans where the premiums are already pre-tax or tax sheltered). The District's HRA contributions may only be used for reimbursement of medical insurance premiums for the retiree and will not be available for other medical costs. Eligibility for retiree premium contributions will cease when either: a) the retiree receives benefits for a maximum of five (5) years; the retiree becomes eligible to participate in other group coverage through subsequent employment or b) the retiree reaches Medicare eligibility.

Section 20.5 - Employee Insurance Committee. The District will make no change in benefits, carriers, or coverage provided under the health and benefit plans, without first giving consideration to any and all proposed changes submitted by the Union through its local president and/or authorized representative. The Union may use District facilities to survey its membership concerning possible plan changes or modifications. Surveys shall be completed and presented to the District annually at a mutually agreed upon time.

ARTICLE 21 – HEALTH AND SAFETY

The District agrees to maintain a safe and healthy work environment and comply with safety regulations applicable under local, state, and federal law. The workplace is defined as any location where the employee is required to provide services for the District. Pro- active training and educational opportunities to enhance the employees' workplace health and safety will be provided by the District.

Any employee who feels at risk of personal harm in the performance of the employee's duties shall immediately report those concerns to the immediate manager. If the immediate manager is not available, the employee will report concerns to the Director or designee. If the employee and manager are in disagreement over whether an emergent situation is unsafe, they will jointly take the safety concern to the Director or the employee's designee for resolution, including potential alternatives. If agreement cannot be made with the Director, it will be brought to Human Resources for resolution. No punitive action will be taken against employees who refuse to place themselves in a dangerous situation or for reporting such concerns to the manager.

If the employee and manager are unable to reach a mutually agreeable solution on a non-emergent safety issue, the employee will document and present those concerns to the Director, Human Resources, or the next District Safety Committee in an effort to resolve the issues. Such concerns may also be an appropriate agenda issue for the Labor-Management Committee.

The District further agrees to provide any safety equipment and protective gear required to be provided by the District under any OSHA and/or WISHA rules/standards for performance of certain jobs, including clinic and fieldwork.

All accidents or incidents that resulted in injury or harm will be reported to the immediate manager within one working day of the occurrence. All accidents or incidents that could have resulted in injury or harm will be reported to the immediate manager as soon as practicable.

Approval of policy relative to epidemics, disasters, major health emergencies and other community-based issues pertinent to the District, and responding to media inquiries about the same, shall be the sole responsibility of the District's Administrative Officer and the District's Board of Health members.

The Health District will continue to offer wellness benefits to employees through the District Wellness Committee, EAP, in-service trainings/meetings, and through our medical insurance benefits. The District will also explore new wellness benefits, activities, policies, and guidelines to help employees obtain and maintain optimum health.

ARTICLE 22 – RECLASSIFICATION

Section 22.1 - Reclassification Requests. Employees may request a review of their current position classification under the following guidelines:

Section 22.1.1. Requests for reclassification may be the result of either a nine (9) month or greater assignment working out of class for more than fifty percent (50%) of the work or a significant change in duties and responsibilities. All requests shall include an updated Classification Questionnaire (CQ) and a memo describing the request and justification for it. The memo subject line will be "Reclassification Request."

Section 22.1.1.1 - Nine (9) Month Out-of-Class Assignment. Positions submitted for reclassification consideration that relate to a nine (9) month out-of-class assignment must have the manager's signature on the CQ form, concurring with the employee's request for reclassification consideration. The manager shall have fifteen (15) working days to respond to the employee in writing if the manager disagrees with the request or forward the request to the Director and/or Program Manager. The Director/Department Manager shall have fifteen (15) working days to respond to the employee in writing or forward the request to Human Resources. The fifteen (15) day Manager/Director review/response period may be extended by mutual agreement, in writing, between the employee and the employee's Manager, where the extension will assist with the fair evaluation of the reclassification request.

Section 22.1.1.2. - Significant Change in Job Duties. Requests for reclassification that are submitted for reclassification consideration due to a significant change in job duties must detail those duties that are contained within the class specification that the employee is seeking to move to that are not contained within the employee's current class specification. The request

must specifically detail how long the employee has been performing the duties for more than fifty percent (50%) of the employee's work, as well as how long that type of assignment is expected to continue. Such requests must also have the manager and Director/Department Manager's signature concurring with the request for reclassification consideration. The Manager and Director/Program Manager shall each have fifteen (15) working days to respond in writing to the request.

Section 22.1.2. If there is no concurring signature from the manager in either case described in 21.1.1.1 or 21.1.1.2 above, the employee must discontinue performing the out-of-class duties that formed the basis for the request. Additionally, the Manager must assure that there is no assignment of out-of-class duties. If the employee and Manager agree on the body of work and the work continues to be assigned but there is disagreement on the proper classification, the reclassification request may be submitted directly to Human Resources for review.

Section 22.1.3. Once Human Resources has received the reclassification request, it will respond within thirty (30) working days as to the determination of reclassification. The parties may mutually agree to extend the thirty (30) days. If Human Resources disagrees with the proposed reclassification, the request may be submitted to Step 3 of the grievance procedure. If Human Resources fails to respond within thirty (30) days or a mutually agreed upon timeline, the employee shall be moved into the classification requested. If Human Resources ultimately denies the reclassification request, the employee shall be returned to their original classification.

Section 22.1.4. If there is disagreement by the Manager and/or Director/Program Manager, the reason for the disagreement will be provided to the employee and the Union. The employee and the Union will have fifteen (15) working days to address and revise the area(s) of disagreement. The manager and the Director/Program Manager shall have ten (10) working days to respond to any revised request and forward the request to Human Resources for review.

If the revised request is agreed to and approved by the Director/Program Manager and Human Resources, the effective date of the reclassification shall be the first date of the pay period immediately following the date that the request was initially submitted to

Human Resources. Reclassification requests that require the creation of a new classification will be processed in accordance with Article 6.

Section 22.1.5. If the reclassification request is denied by Human Resources, the response shall include a written explanation of the reasons for the denial. The employee and the employee's representative shall be granted an opportunity to meet with a Human Resources representative to appeal the determination. The employee must notify Human Resources in writing of an intent to appeal within fifteen (15) working days of the response.

Section 22.1.6. An employee who has a reclassification request denied may not submit another reclassification request if less than six (6) months has elapsed since the date of the earlier reclassification determination.

Section 22.2. - Recruitment/Retention. In the event that there is a recruitment or retention problem indicating the relative market value of the classification may need reviewing, the Union, the Department, or Human Resources may request that a job analysis and/or salary survey be conducted to determine the appropriateness of the salary, even when there is no significant change in duties and responsibilities or nine (9) month out of class assignment. In the event that the results of the study indicate that the salary needs adjusting, the parties agree to negotiate the salary adjustment.

Section 22.2.1. Reclassified positions with no incumbent shall be posted in the same manner as other new and/or open positions.

ARTICLE 23 – CONTRACT TRAINING

The Employer and the Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

The Union will present the training to current union stewards within each bargaining unit. The District will pay for up to four (4) hours of training time for a maximum of 7 or one union steward per division, whichever is greater, once per contract period. Union steward training that exceeds four (4) hours, up to eight (8) hour maximum, may be taken as vacation or leave without pay. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each paid session.

ARTICLE 24 – MAINTENANCE OF WORKING CONDITIONS

The District agrees to maintain working conditions except as modified by this Agreement for the duration of the contract unless mutually agreed by the parties otherwise.

ARTICLE 25 – SAVINGS CLAUSE

If any article, section, or portion of this Agreement or any addenda thereto is held unlawful and/or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, portion or addenda directly specified by the decision. Upon issuance of such decision, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a satisfactory replacement for such article, section, portion or addenda. All other portions of this Agreement and the Agreement as a whole shall continue in full force and effect and without interruption for the term of the contract.

ARTICLE 26 – SUBORDINATION OF AGREEMENT

It is understood that the Union and the District are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with, or different from the

provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

This provision does not include agreed upon language that grants greater rights to employees than provided by law.

ARTICLE 27 – WORK STOPPAGES AND LOCKOUTS

No work stoppages, strikes, slowdowns, or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of this Agreement; except that at no time shall employees be required to act as strike breakers or to go through picket lines sanctioned by the Spokane Labor Council.

No lockouts of employees shall be instituted by the District during the term of this Agreement.

ARTICLE 28 – SUPPLEMENTAL AGREEMENTS

This Agreement may be amended provided that both parties mutually agree. Supplemental agreements may be completed through negotiations between the District and the Union at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate, including the items/areas of the contract that they wish to open. After consideration of the written proposal to negotiate, the receiving party may make a determination to meet with and open negotiations with the party submitting the request. Supplemental agreements that are completed will be signed by the responsible Union and District representatives and shall become part of the Agreement and subject to all its provisions.

ARTICLE 29 – EFFECTIVE DATE AND DURATION

This Agreement shall be effective January 1, 2023, and continue in effect through December 31, 2025. The Agreement may be opened for consideration of change only by consensus of both parties.

Spokane Regional Health District Professional and Technical Employees, Local 17

By: _____

Lola Phillips, Dep. Admin. Officer

Date: _____

By: _____

Kim Kramarz, Controller

Date: _____

By: _____

By: _____

Karen Estevenin, Executive Director

Date: _____

By: _____

Suzie Saunders, Union Representative

Date: _____

By: _____

Ray Byrne, Division Director

Date: _____

By: _____

Danielle Stoddard, HR Director

Date: _____

By: _____

Debbie Blair, Sr. HR Specialist

Date: _____

Katie Rand, Chapter President

Date: _____

By: _____

Kayla Myers, Negotiating Team Member

Date: _____

By: _____

Nick CastroLang, Negotiating Team Member

Date: _____

By: _____

Shantel Zettle, Negotiating Team Member

Date: _____

By: _____

Jean Doherty, Negotiating Team Member

SALARY SCHEDULE

4895-3033-0687, v. 1