

RECEIVED AUG 01 2011

COLLECTIVE BARGAINING AGREEMENT

Between

CHELAN-DOUGLAS HEALTH DISTRICT

&

PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL 17

For the Years 2011 - 2013



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## **PREAMBLE**

This Agreement is made and entered into by and between the Chelan-Douglas Health District, hereinafter referred to as the District, and the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, hereinafter referred to as Local 17, and becomes effective on the first of the month in which ratified by the bargaining units.

It is the intent and purpose of the District and Local 17 to set forth herein their entire Agreement covering rates of pay, wages, hours of work, and other conditions of employment, and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the District.

Both parties mutually agree that their objective is for the good and welfare of the District and Local 17 members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. In consideration of these mutual covenants, the parties hereto agree as follows:

## **ARTICLE 1 - RECOGNITION**

Section 1.1: The District recognizes Professional and Technical Employees, Local 17 as the exclusive bargaining representative for all regular full time and part time working in the collective bargaining unit certified by the Public Employment Relations Commission in Case No 15428-E-00-2568, and in a separately certified unit Case No. 15460-E-00-2578, all supervisory staff in those job classifications listed in Appendix A as they currently exist or as they may be amended during the life of this Agreement. Excluded from the bargaining unit are non-supervisory staff, casual and confidential employees, or employees otherwise excluded from membership by other sections of this agreement; not otherwise excluded as confidential or otherwise excluded from collective bargaining units under RCW 41.56, or otherwise excluded from membership by other sections of this agreement. Any subsequent exclusion is subject to mutual agreement. Disputes regarding recognition will be resolved by the Public Employ[ment] Relations Commission.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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

Section 2.1.1: The right to determine its mission, policies, and to set forth all standards of service offered to the public;

Section 2.1.2: The right to plan, direct, control and determine the operations or services to be conducted by the employees of the District;

Section 2.1.3: The right to determine the methods, means, number and kind of personnel needed to carry out the operations of the District and the work undertaken by its employees who are covered by this Agreement;

Section 2.1.4: The right to direct the employees covered by this Agreement;

Section 2.1.5: The right to hire, promote, assign, transfer, reclassify, or retain employees;

Section 2.1.6: The right to demote, suspend, discipline, or discharge employees for just cause;

Section 2.1.7: The right to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;

Section 2.1.8: The right to make, publish and enforce rules and regulations;

Section 2.1.9: The right to introduce new or improved methods, equipment or facilities;

Section 2.1.10: The right to contract out for goods and services. Contracting out of work normally performed by employees covered by this agreement shall not lead to the layoff of any employee covered by this agreement.

Section 2.1.11: The right to take any and all actions as may be necessary to carry out the mission of the District in situations of emergency as may be declared by the Health Officer and/or the Board of Health.

Section 2.2: The Administrator and the Board of Health have the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.

Section 2.3: The classifications for the various authorized District positions are those adopted by the Board of Health.

Section 2.4: The retention of these rights does not preclude any employee, or their authorized representative, from filing a grievance or seeking a review of the exercise of this right in a particular case, nor from the District in establishing local guidelines and standards in carrying out the responsibilities referred to above.

### **ARTICLE 3 – EMPLOYEE RIGHTS**

Section 3.1: Local 17 shall have the right to appoint one steward for each of four sections in the non-supervisory bargaining unit, and one from the supervisory bargaining unit. Local 17 shall notify the District in writing of the names of the stewards and alternates so designated and the Union Representative assigned to represent the bargaining units. This list of representatives shall be kept up to date by Local 17 at all times. Only persons so designated will be accepted by the District as representatives of Local 17 and the bargaining units.

Section 3.2: The designated stewards shall see that the provisions of the Agreement are observed and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure.

Section 3.3: Union business activities shall not be carried on during working hours except as provided for by this Agreement. The District has the right to require that stewards refrain from excessive union business activities that result in a neglect of work. Local 17 and the District agree to jointly correct situations where the District management believes a steward is spending unreasonable amounts of time in this capacity.

Section 3.4: The Local 17 representative shall have access to work areas during business hours but shall not interfere with or cause employees to neglect their work. Prior approval by the District Administrator or designee is required, which shall not be unreasonably denied.

Section 3.5: The elected bargaining team, up to a maximum of five, shall be allowed time off for contract negotiations which occur during normal business hours without suffering a loss in pay or benefits.

Section 3.6: Local 17 will provide copies of this Agreement to all covered employees and to all new employees hired into covered positions.

Section 3.7: The District will allow posting space on each floor for the use of Local 17.

Section 3.8: The District will make available to Local 17 meeting space for the purpose of conducting union business, where such activities will not interfere with the normal work of the District or other scheduled meetings.

Section 3.9: Stewards shall be permitted reasonable use of office and communication equipment, including the use of e-mail for the purpose of communicating with staff and management regarding administration of this agreement.

## **ARTICLE 4 - UNION MEMBERSHIP**

Section 4.1: Nothing herein contained shall prevent any employee from belonging to any union or professional association.

Section 4.2: New personnel employed after certification of Local 17 by PERC shall be required to join Local 17 within thirty (30) days after employment if not already members. Staff employed prior to Local 17 Certification by PERC (November 29, 2000) shall have the one time option of electing to decline membership in Local 17 and the payment of dues provided written notice of such election is provided to the Union and the employer by not later than 21 days following ratification of this agreement. Post mark date is filing date. If said staff do not elect membership in Local 17, no membership dues of any kind will be deducted from their pay.

Section 4.3: As evidence of its recognition of employee membership in Local 17, the District agrees that, upon written authority given to it by an employee of the bargaining unit, it will deduct from the wages payable by the employer to such members, in the manner provided by law, such amounts as such member shall authorize as dues to Local 17, and transmit such dues to Local 17.

Section 4.4: Local 17 shall indemnify the District and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action of the District for the purpose of complying with the provisions of this Article.

Section 4.5: In accordance with RCW 41.56 as amended by Chapter 59, Laws 1973, the above sections of this Article shall not abrogate the rights of employees holding bonafide religious tenets which preclude union membership to pay an amount equivalent to union dues and initiation fees to a non-religious or other charitable organization mutually agreed upon by the employee affected and Local 17.

Section 4.6: On or about May 1 of each calendar year, the District will provide Local 17 with a current listing of all employees within its bargaining units.

## **ARTICLE 5 - NO STRIKE CLAUSE**

Section 5.1: During the term of this Agreement, Local 17 shall not allow, cause, or counsel its members to participate in a strike, nor shall it in any manner cause or allow them to either directly or indirectly commit any acts of work stoppage, slowdown, or refusal to perform any and all assigned duties.

## ARTICLE 6 - HOURS OF WORK/WORK ASSIGNMENTS

Section 6.1: The basic workweek is 40 hours. A work week will consist of seven (7) consecutive days, commencing at 12 AM Saturday and concluding at 11:59PM Friday.

Section 6.2: Non-emergency changes in hours of work and work assignments shall be made by mutual agreement.

Section 6.3: All work in excess of the basic workweek must be properly authorized.

Section 6.4: Rest periods will be granted in accordance with WAC 296-126.

Section 6.5: An employee or the District may request consideration of a flex-shift schedule and both parties will investigate the feasibility of the request. Flex-time shifts will be allowed only where mutually agreed to by both parties.

Section 6.5.1 Regarding 4-10 Work Week Schedules The Health District may permit employees to work four ten-hour days per week (a 4-10s schedule), instead of the usual five eight-hour day schedule, on the following basis:

- A. Employee participation shall be on a voluntary basis; no employee will be required to adopt a 4-10s schedule. The Health District may decline to allow an employee to adopt a 4-10s schedule if such a schedule would interfere with effective functioning of the District. In such cases the Administrator will explain in writing the reasons for refusal, and such denial shall not be arbitrary or capricious.
- B. Vacation benefits shall be accrued and expended on an hourly basis.
- C. Sick leave benefits shall be accrued and expended on an hourly basis.
- D. One (1) hour will be provided in the middle of the day for lunch or with supervisor approval, the lunch break can be reduced to one-half (1/2) hour.
- E. Holidays shall be granted in accordance with Article 11 of the collective bargaining agreement.
- F. If a holiday falls on the normal day off of a person working a 4-10s schedule, that employee will be credited with 8 hours of Rescheduled Holiday Time. The employee will take that time off with pay, at a time approved by the supervisor, no later than the end of the following month.
- G. Employees on alternate work schedules working 40 hours per week shall receive 8 hours pay per holiday.

Employees working a 4-10s schedule will be two hours short of a full day off when receiving 8 hours of paid leave on a holiday. Employees on a 4-10s schedule who wish to take the entire day of the holiday as leave are permitted to make scheduling or pay status adjustments as follows:

- 1. Employees may use two hours of vacation, personal holiday or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments. Or, at the employees' discretion, two hours of unpaid leave may be used.
- 2. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may deviate from their normal scheduled workday hours to make up the additional two hours needed. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

Section 6.6: Job sharing may be implemented with the following conditions when it benefits the District and at the discretion of the Administrator:



Section 6.6.1: Each partner agrees to work in the absence of the other partner during planned and unplanned general leaves and other leaves whenever possible at the request of the District.

Section 6.6.2: Each partner will arrange his/her schedule as needed to attend staff and other meetings that are required by the District without increasing his/her normal weekly hours.

Section 6.6.3: Compensation and benefits will be prorated according to hours worked in accordance with this Agreement except that in no event will benefits be greater than those provided to one (1) full-time equivalent employee.

Section 6.6.4: If one partner terminates the partnership for any reason, or is terminated by the District, the remaining partner will immediately fill the position with applicable compensation and benefits. By the end of the thirty (30) calendar day period, one of the following options must be elected by the remaining partner with the agreement of the District:

- Continue in the position.
- Begin a new job share partnership according to the hiring requirements of the District.
- Resign giving fifteen (15) calendar days notice.

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

Section 6.6.5: The District may terminate this job sharing agreement with thirty (30) calendar days written notice to both partners.

## **ARTICLE 7 - COMPENSATION AND RATES OF PAY**

Section 7.1: **Base Rates and Cost of Living Increases.**

No Cost of Living Adjustment (COLA) will be applied in 2011. The base pay rates to which any future increases will be applied are shown in the 2011 pay scale included as Appendix A. Any wage increase to be effective January 1, 2012, and January 1, 2013 will be open for wage negotiation annually.

Section 7.2: **Step Progression.** Usually, new employees will start their employment at the first step of the salary range for their classification. However, a new employee may be employed at a higher step when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a higher level. Such a variance should not exceed the mid level for the position without prior written approval from the Administrator.

Section 7.3: **Step Placement on Promotion.** If an employee is temporarily assigned to a new position with a higher salary range, the employee is entitled to the higher of:

Section 7.3.1: The first step of the range for the new position; or

Section 7.3.2: Advancement to the step of the range of the new position which usually equals at least 5% more than the employee's previous salary.

Section 7.3.3: A new employee is usually eligible for a step increase upon successful completion of the employee's trial period.

Section 7.3.4: Step increases are contingent on satisfactory performance. If an

employee's performance is consistently unsatisfactory, the supervisor may defer a scheduled step increase for a stipulated period of time or until the employee's job performance is satisfactory.

Section 7.3.5: Across the board pay adjustments do not change the date of an employee's eligibility for a regularly scheduled step increase.

Section 7.4: **Bilingual Pay.** Employees who provide bilingual, interpreter and/or translation services to the District shall be compensated \$1.00 above their base rate.

Section 7.5: **Reimbursement for professional registrations.** The District agrees to reimburse the cost of annual licenses for those positions requiring a license not otherwise required to perform the job, such as Health Care Assistant or others as may be determined by the Administrator.

Section 7.6: **Mileage Reimbursement.** Employees driving their own vehicle on District business with District approval shall be compensated at the IRS rate for all business miles driven. Employees will adhere to IRS rules as they pertain to Business Use of Privately Owned Vehicles. Also, see Article 15.

Section 7.7 **Cellular Phone Allowance:** Employees required to carry a cell phone for CDHD business use will be issued a District cell phone, sign a cellular phone agreement, and the phone will be paid for by the Health District. However, under the following circumstances, employees may be offered a monthly cell phone allowance in lieu of a CDHD provided phone:

1. The employee is required to be available by phone outside of regular business hours and off of CDHD property; and
2. The CDHD provided carrier does not have adequate coverage for locations that the employee typically frequents (i.e. home, recreational property, etc.); and
3. The employee's Director and the Administrator approve the cell phone allowance; and
4. The employee agrees to sign a CDHD cellular phone allowance agreement, publish and/or make his/her cell phone number available as needed to perform work related functions.

The cell phone allowance will be \$35 per month, payable on the final paycheck of each month for the following month.

## ARTICLE 8 - PERSONNEL FILES

Section 8.1: The District shall keep a central personnel file for each employee. Supervisors may keep working files for the purpose of monitoring performance during the evaluation period. Such files shall be purged annually at the end of the evaluation period.

Section 8.2: Employees covered by this agreement shall have the right to examine their personnel file within two (2) working days, or as otherwise agreed.

Section 8.3: Materials to be placed into an employee's personnel file relating to job performance or conduct or any other material that may have an adverse affect on the employee's employment shall be reasonable and accurate and brought to the employee's attention with copies provided to the employee. Such material shall include a space for employee acknowledgement.

Section 8.4: Employees who challenge material included in their personnel file are permitted to attach a rebuttal.

## ARTICLE 9 – VACATION AND SICK LEAVE

**Section 9.1: Vacation.**

Section 9.1.1: Regular full-time employees, and regular part-time employees working at least 20 but less than 32 hours a week, will earn vacation leave. For part time employees, vacation will be pro-rated in the basis of their FTE, such that a person working 0.6FTE (24 hours a week) would earn 60% of the vacation leave each month that would be earned by an otherwise similar full time employee. Annual leave earned by full-time employees is set forth in the following chart and shall be credited at the end of the month. (During the transition year 2011, employees can be advanced the equivalent of their bonus days.)

Years of Service	<u>Annual Vacation</u> Days	<u>Hours earned per month</u>
1 year	12 days	8
2 years	13 days	8.67
3 years	14 days	9.33
5 years	15 days	10
7 years	16 days	10.67
10 years	18 days	12
12 years	19 days	12.67
15 years	22 days	14.67
17 years	23 days	15.33
20 years	24 days	16
22 years	25 days	16.67
25 years	26 days	17.33

Section 9.1.2: Permanent part-time employees shall accrue general leave based on the above schedule prorated to their full time equivalency. Part-time employees work at least 0.5 FTE.

Section 9.1.3: Vacation leave accrues from the date of hire and may be used after completion of the probationary period. Longevity days are credited on the employee's anniversary date.

Section 9.1.4: Scheduled requests for leave shall be approved by the supervisor. In the event of a conflict between two employees, the employee making the first request shall prevail. Should the sequence of conflicting requests be unknown, the employee having greater seniority shall prevail.

Section 9.1.5: If an employee is prevented from taking requested general leave by the employee's supervisor, and if, as a result of such, the employee has more than the maximum allowable amount of leave accrued for the year on December 31, the employee may carry-over the accumulated leave into the next year, with Administrator approval.

Section 9.1.6: Upon separation of an employee by retirement, resignation, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for the unused vacation leave at the rate the employee was being paid at the time of separation.

Section 9.1.7: The District shall inform employees of their accrued vacation leave on a monthly basis.

Section 9.1.8: A maximum of 240 hours of vacation leave may be carried over to the next year.

Section 9.2: **Sick Leave.**

Section 9.2.1: All regular full-time employees accrue sick leave benefits at the rate of one normal work day for each calendar month of continuous employment. Regular half-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked.

Section 9.2.2: Employees accrue and may use sick leave from their date of hire. Temporary employees do not earn sick leave benefits. Employees do not accrue sick leave benefits during a leave without pay.

Section 9.2.3: Sick leave covers those situations in which an employee is absent from work due to:

- a. Physical injury or illness to the employee;
- b. The need to care for the employee's immediate family;
- c. Medical, chiropractic, psychiatric, or dental appointments for the employee's immediate family provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day;
- d. Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
- e. Use of a prescription drug which impairs job performance or safety;
- f. Actual periods of temporary disability associated with pregnancy or childbirth;
- g. Employees covered by this agreement shall be allowed up to three (3) days off with pay, not chargeable to the employee's sick leave account, for bereavement purposes in the event of the death of an immediate family member as defined in Section 9.2.4. Additional leave may be authorized by the supervisor for special needs up to one (1) additional week, which may be used from the sick leave account of the employee. In instances where distance is an issue one (1) additional week from the employee's vacation account may be approved by the supervisor.

Section 9.2.4: **Immediate Family:** An employee's immediate family includes the employee's spouse, children (including step and foster children), parents, brother or sister, grandparents, grandchildren, mother or father-in-law, son or daughter-in-law.

Section 9.2.5: A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The Health District may also request the opinion of a second doctor, at the Health District's expense, to determine whether the employee is eligible for Family and Medical Leave or suffers from a physical or mental condition which impairs his/her ability to perform the essential functions of his/her job.

Section 9.2.6: Employees who are habitually absent may be terminated if the employee's absenteeism prevents the orderly and efficient provision of services to the public.

Section 9.2.7: Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, at the Health District's discretion, be allowed, with their supervisor's and the Administrator's prior approval, to take leave without pay.

Section 9.2.8: An employee with three (3) or more years of service will receive twenty-five percent (25%) of accumulated sick leave based upon the rate of pay at the time of termination or retirement. Sick leave cash out shall be paid based upon a maximum of 240 hours. Employees terminated for cause shall not receive any pay for accumulated sick leave.

Section 9.2.9: Leave and benefits for pregnancy are applied in the same way as leave for temporary disabilities.

Section 9.2.10: Parenting leave granted to employees upon the birth/adoption of a child is the same for male or female employees. Employees may use accrued sick leave beyond the period of actual disability following childbirth. Employees may take off additional time following the birth/adoption of a child as either vacation time, compensatory time or leave without pay.

Section 9.2.11: On an exceptional basis, employees may pledge vacation or sick leave to others for unusual or emergency circumstances. Such exceptions will be considered on individual merit and approved by the Administrator or his/her designee. Pledges are confidential and considered to be compassionate bequests and will not be sold, bartered, or influenced.

## ARTICLE 10 – OTHER LEAVES OF ABSENCE

Section 10.1: Leave with pay shall be allowed for the following purposes:

Section 10.1.1: **Jury Duty.** Civil leave will be authorized to permit an employee to serve as a juror for a period of up to two weeks with pay. Additional jury service time will be allowed; however, the employee must use accrued vacation leave or comp time or serve on a leave without pay basis. The employee must notify the employee's immediate supervisor prior to using this leave and must show proof of being called as a juror. If an employee summoned for jury duty is excused during any portion of the workday, that employee must report to work for the duration of that day. When an employee receives any payment for serving as a juror, the amount or payment shall be reimbursed to the District (excluding mileage and meals reimbursement).

Section 10.1.2: **Testifying in Court.** Any employee subpoenaed by another governmental agency to testify in court may be granted civil leave if that employee is not a plaintiff or defendant in such legal action.

Section 10.1.3: **Military Leave.** The Health District provides military leave for employees while performing military service in accordance with federal and state law. Military service includes active military duty and reserve or national guard training. An employee must provide his/her supervisor with copies of his/her military orders as soon as possible after he/she receives those orders. Reinstatement upon return from military service is determined in accordance with applicable federal and state law.

Section 10.1.4: **Administrative Leave.** On a case-by-case basis, the Health District may place an employee on administrative leave with or without pay for an indefinite period of time, as determined by the Administrator to be in the best interests of the Health District, pending an investigation or other administrative proceeding. The Administrator may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year.

## ARTICLE 11 - HOLIDAYS

Section 11.1: The following are recognized by the Health District. Regular employees working less than one (1) FTE will be paid Holiday time on a pro-rata basis:

New Year's Day - January 1<sup>st</sup>  
Martin Luther King Day - 3rd Monday of January  
Presidents' Day - 3rd Monday in February  
Memorial Day - Last Monday of May  
Independence Day - July 4th

Labor Day - 1<sup>st</sup> Monday of September  
Veteran's Day - November 11th  
Thanksgiving Day - 4th Thursday in November  
The Friday after Thanksgiving Day  
Christmas Day - December 25th  
One Personal Holiday

Section 11.2: Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

Section 11.3: Non-exempt regular full-time or half-time employees will be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the employee's supervisor.

Section 11.4: Temporary employees will be paid at their regular straight-time rate for hours worked on a holiday.

Section 11.5: Exempt employees will be paid at their regular rate.

Section 11.6: If a holiday recognized under this Agreement falls on a normal working day during which the employee is on paid leave, the holiday should not be counted against the employee's general leave account.

Section 11.7: **Floating Holiday.**

Section 11.7.1: Only regular full-time and regular half-time employees who are hired before July 1 in any given calendar year and who have satisfactorily completed their trial period are eligible for a floating holiday, which must be taken within the current calendar year.

Section 11.7.2: Floating holidays cannot be carried over from year to year and will be lost if not used by December 31 of each year.

Section 11.7.3: The floating holiday will be scheduled at the convenience of the Health District and the employee.

Section 11.8: **Religious Holidays.** If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the approval of the employee's supervisor, take the day off using their floating holiday, vacation, compensatory time or leave without pay.

## **ARTICLE 12 - HEALTH PROGRAM**

Section 12.1: Any PPD or chest x-ray required by the District will be provided by the District. Flu, Td, Polio and MMR immunizations and PPD tests are available without cost to the employee. Hepatitis B vaccine will be available to covered employees who are at risk as determined by the Administrator.

Section 12.2: The District agrees to pay the employee's medical, dental and life insurance premiums for each full-time employee in full for the year 2011. For 2012 and 2013 the District and the Union agree to negotiate the District's contribution rate. Effective January 1, 2011 and annually thereafter for the life of this agreement, the District will reimburse health insurance co-pay expenses for employees participating

in the District's health insurance benefit, up to an annual total of \$500 per participating employee. An employee must provide documentation of such expenses in order to be reimbursed.

Section 12.2.1: These amounts are maximum monthly allowances for full-time covered employees. All part-time employees will receive Health and Dental insurance benefits based on their full time equivalency and the respective plan co-pay discussed in 12.2.

Section 12.3: State supplied childhood immunizations will be offered to the employee's minor dependent children without charge. These no charge services do not include supplies, laboratory tests, or other immunizations, which cost will be based on the District's approved fee schedule.

Section 12.4: The District will provide flu shots for all members of the employee's household at no cost.

Section 12.5: The District agrees to provide an employee assistance program substantially like the one offered by the Working Resources Company submitted by the Union.

## **ARTICLE 13 – RETIREMENT AND SOCIAL SECURITY**

Section 13.1: During the term of this Agreement, all eligible employees shall continue to participate in the Washington State Public Employees Retirement System (PERS) in accordance with and subject to the provisions of the statutes of the State of Washington now applicable or as they may hereafter be amended.

Section 13.2: During the term of this Agreement, all eligible employees shall continue to participate in the Federal Social Security/Medicare programs in accordance with and as provided for by the United States.

## **ARTICLE 14 -TRAVEL ALLOWANCE**

Both parties agree to form a committee consisting of labor representatives and management representatives to conduct meetings in January, February and March to revise the travel allowance language. Once the committee has completed their work the finalized document will be subject to ratification by the membership.

### **Section 14.1: Travel Reimbursement Procedures.**

Section 14.1.1: Travel expenses incurred while conducting Health District business are usually reimbursable, subject to the limitations set out in this chapter. Accurate accounting of travel expenses is the responsibility of each supervisor. Fraud, waste and abuse of public funds must be guarded against at all times.

Section 14.1.2: The Chelan-Douglas Health District consists of all the area encompassed by Chelan and Douglas Counties.

### **Section 14.2: Meeting/Workshop Attendance.**

Section 14.2.1: Time spent for attendance of meetings and associated travel may be compensated when such attendance is determined beneficial to the Health District by the employee's supervisor. Employees must obtain prior approval from their supervisor before attending such meetings or workshops.

Section 14.2.2: Reimbursable expenses may include registration fees and meals which are made part of such registration fee. Registrations may be paid in advance through the regular voucher process or by personal check/credit card or by Health District credit cards.

### Section 14.3: **Travel Expense Reimbursement.**

Section 14.3.1: When approved, the actual costs of travel, meals, lodging and other expenses, excluding any expenses for personal phone calls and alcoholic beverages, directly related to accomplishing Health District objectives are usually reimbursed by the Health District. Employees are expected to limit expenses to reasonable amounts. Tips, not to exceed 15%, for meals, taxis, or baggage handling are reimbursable. The Health District usually pays for actual authorized expenses when original receipts are submitted.

Section 14.3.2: Requests for reimbursement, including receipts, should be submitted on an expense report form signed by the employee and the employee's supervisor.

Section 14.3.3: Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased or rented by the Health District may not be used for personal use without prior approval.

Section 14.3.4: Falsifying expense reports to reflect costs not incurred by the employee is grounds for disciplinary action, including termination.

Section 14.4: Guidance for meals will be based on the current Washington state per diem rates for the area in which the meals are eaten. Tips will be reimbursed up to a maximum of 15% for an individual meal and 18% for group meals.

Section 14.5: **Travel.** Travel expenses are incurred when an employee must travel away from Health District offices to conduct Health District business. The employee's supervisor must authorize travel and review travel claims upon the employee's return. Actual costs of air travel, bus travel, ferry rides, taxi, limousine, parking or train travel in connection with District business is usually reimbursable. Receipts are expected as a condition of reimbursement.

### Section 14.6: **Use of Health District Vehicles for Travel.**

Section 14.6.1: Use of a Health District vehicle is the most cost effective method of travel. Thus, Health District vehicles should be used for any Health District business that requires driving.

Section 14.6.2: If a Health District vehicle is unavailable, employees who have received prior permission from their supervisor to use a personally owned vehicle for Health District business may be reimbursed at the current IRS rate for business travel.

Section 14.6.3: If a District vehicle is available, or multiple personnel are traveling to the same general location, or a location that is en route to a final destination, and a Health District vehicle is being used to provide transportation to one of the locations, then all personnel traveling to that general area should ride in the Health District vehicle. In any case, where a Health District vehicle is available and the employee chooses their private vehicle, with pre-approval from their supervisor, the Health District may reimburse the employee at one-half (1/2) the current IRS rate for business travel.

Section 14.6.4: The Health District will reimburse travel mileage out of the District from East Wenatchee or the employee's residence, whichever is less. Mileage will be determined by applicable mileage charts. Example: 1) A person living in Cashmere must travel to Seattle on Health District business. They would claim mileage from Cashmere to Seattle and Seattle to Cashmere. Mileage around Seattle will be claimed on a separate accounting line on the Expense Claim. 2) The same person living in Cashmere must travel to Spokane on Health District business. They would claim mileage from East Wenatchee (place of work) to Spokane and Spokane to East Wenatchee. The mileage from Cashmere to East Wenatchee and return is considered commuting to and from place of work and is not reimbursable.



**Section 14.7: Travel Within the District.**

Section 14.7.1: Use of private vehicles to conduct Health District business within the boundaries of the Health District must be approved in advance by the employee's supervisor. Where possible, consideration should be given to use of District vehicles, especially for non-regular trips.

Section 14.7.2: Normally, travel from home to place of work is not a reimbursable expense. On occasion, when an employee has an early morning or late afternoon appointment, reimbursement may be made, subject to approval by the employee's supervisor. Example: 1) An employee lives in Cashmere and has scheduled a home visit in Sunnyslope. The supervisor may allow use of a private vehicle to conduct business.

Section 14.8: **Lodging.** Reasonable expenses for overnight lodging are usually reimbursable by the District, provided a proper receipt or invoice is submitted with the expense voucher. If more than one employee occupies the same room, the District will reimburse each employee proportionately. If one employee paid for the entire room, both employees should sign the receipt. If an employee and his/her spouse occupy a room, the District will reimburse the employee only for the amount of the room at the single rate.

Section 14.9: **Out of State Travel.** Out of state travel must be authorized by the employee's supervisor and the Administrator or his/her designee.

Section 14.10: **Expense Claims.** Expense claims should be turned in as soon as practicable after completion of travel. If a Health District Credit Card was used, an expense claim with VISA in the CLAIMANT line will accompany any personal expense claims. Employees should not save travel miles and then turn in one big claim. Expenses need to be divided among the District's programs. Program managers must be able to track expenses monthly; therefore, expense claims should be submitted for reimbursement on a monthly basis. End-of-year claims must be in by the cut-off date announced by the Chelan County Auditor's Office, or they may not be honored.

## **ARTICLE 15 – EQUAL EMPLOYMENT OPPORTUNITY**

Section 15.1: The District and Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, or national origin; 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 16 - CONFERENCE COMMITTEE**

Section 16.1: A joint labor/management committee shall be established composed of the five (5) stewards and representatives of the District to meet on a mutually agreeable basis to discuss issues of concern. Either party may initiate the scheduling of a meeting with five (5) days notice and a proposed agenda.

## **ARTICLE 17 - DISCIPLINARY ACTION**

Section 17.1: Employees may be disciplined or discharged only for just cause.

Section 17.2: **Union Representation.** Employees shall have the right of Local 17 representation in any meeting regarding the discussion of possible discharge, suspension without pay, demotion, set back to a

lower step within their salary range, or other disciplinary action. If an employee desires Local 17 representation, said employee shall be provided reasonable time to arrange Local 17 representation. Such representation may include a steward or union business representative as is appropriate and timely to the situation. Prior to such a meeting, the supervisor involved shall notify the employee of the employee's right to such representation.

Section 17.3: Any performance standards used to measure performance of employees shall be fair, just, reasonable, and uniformly applied throughout the District.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

Section 18.1: A grievance shall be defined as a question concerning the application of this agreement. The parties mutually agree to attempt to resolve grievances at the lowest level 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 following timelines may be adjusted by mutual agreement. 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.

**Step 1.** The grievance shall be submitted in writing to the first level supervisor within ten (10) working days of the event or knowledge of occurrence giving rise to the grievance. The supervisor shall have ten (10) working days to arrange to meet with the employee and representative and respond.

**Step 2.** If the grievance does not resolve at Step 1, a copy of the grievance shall be submitted to the Associate Administrator within ten (10) working days of the response at Step 1. The Associate Administrator shall have ten (10) working days to arrange to meet the employee and representative and respond.

**Step 3.** If the grievance does not resolve at Step 2, a copy of the grievance shall be submitted to the District's Administrator within ten (10) working days of the response at Step 2. The District's Administrator shall have fifteen (15) working days to arrange to meet with the employee and representative and respond.

**Step 4. Mediation - Arbitration.** A grievance not resolved at Step 3 must be submitted to arbitration, mediation, withdrawn or resolved within 20 working days. Grievances may be forwarded to mediation at any stage of the grievance process by mutual agreement of the parties to assist in settlement.

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

**Arbitration.** Upon request of either party, Local 17 and the District will mutually select an arbitrator. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision. The arbitrator's fees and expenses and any court reporter's fee and expense shall be borne equally by both parties. The decision of the arbitrator shall be final and binding.

## **ARTICLE 19 - LAYOFF AND RECALL**

The District and the Union agree to open this section of the contract for negotiations in 2004 prior to 2005's budget formulation. The team will conduct meetings to review layoff and recall language to include bumping. Once the committee has completed their work the finalized document will be subject to ratification by the membership.

Section 19.1: The Administrator may lay off employees whenever such action is made necessary by reason of shortage of work, budget adjustments, or as directed by the Board of Health.

Section 19.2: The District shall give thirty (30) days notice to designated employees during which time the employee and Local 17 may suggest alternatives to the layoff action.

Section 19.3: In determining who is laid off, consideration should be given to seniority (date of hire), individual performance and the qualifications required for remaining jobs. Seniority will be the deciding factor in the absence of performance and qualification factors that override seniority. In cases where seniority is not the deciding factor, management will document the performance and qualifications factors involved.

Section 19.4: No new employee shall be hired by the District into the same job classifications that have been held by employees on layoff until all available laid off employees who held such job classifications have been offered reemployment, provided the layoff period does not exceed twelve (12) months, and the affected employees keep the District advised of their current addresses. An offer of reemployment into the employee's previous job classification shall be made in writing and sent by registered or certified mail to the employee. An employee so notified must indicate acceptance of said reemployment within five (5) working days of receipt of such notice, and shall be back on the job within fourteen (14) calendar days of acceptance of the offer, or forfeit all callback rights under this Article.

Section 19.5: Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued general leave or sick leave.

## **ARTICLE 20 - HIRING, PROMOTIONS, AND TRANSFER PROCEDURES**

Section 20.1: Whenever it is necessary to fill position vacancies, the following procedures shall be followed:

Section 20.1.1: The Health District encourages current employees to apply for vacant positions for which they are qualified. Promotions and transfers are based on the supervisor's recommendation, work force requirements, performance evaluations, job descriptions and related requirements. For two equally qualified candidates (one internal and one external) preference would be given to the internal candidate.

Section 20.1.2: Posting Procedure:

a. Prior to positions in the bargaining unit being advertised on the outside; a description of the vacancy shall be posted a minimum of five (5) working days in a place conspicuous to employees in the bargaining unit on each floor.

b. Such description shall have additional information describing the position and the desired qualifications for it, the union affiliation and requirements, for the information of the applicants.

c. A separate application must be made for each position and submitted to the appropriate Associate Administrator.

d. An employee who is on paid leave during the posting period shall be permitted to make application within three (3) days after returning to work, unless the position has already been filled.

e. For two equally qualified candidates, one internal and one external, preference will be given to the internal candidate.

f. In the case of two equally qualified internal candidates, the candidate with the most seniority shall be selected.

Section 20.1.3: An employee temporarily assigned to a higher position will be paid in the same manner as if promoted to that position. Should the employee be subsequently promoted to the position, the time previously served in the position will be considered part of the employee's probation period in the new position.

Section 20.1.4: A newly promoted/transferred employee is required to demonstrate suitability for the position through actual work performance and will be evaluated at six (6) and twelve (12) months.

Section 20.1.5: Employees who are rehired by the Health District within one year of termination may be granted longevity credit following successful completion of the probation period.

Section 20.1.6: Employees rehired after one year lose any previously accrued longevity and establish a new hire and anniversary date.

Section 20.1.7: Upon mutual agreement, an employee may be returned to a previously held classification which may result in the employee receiving a lower wage rate.

## **ARTICLE 21 - PROBATION PERIOD**

Section 21.1: All newly hired employees or former employees who have been rehired enter a probationary period which is considered an integral part of the selection and evaluation process. During the probationary period an employee is required to demonstrate suitability for the position through actual work performance.

Section 21.2: The normal probationary period is six months from the employee's date of hire or rehire. However, longer periods may be established for positions requiring technical, professional, specialized, unusual or unique skills or qualifications.

Section 21.3: An employee's probationary period may be extended for up to an additional six months (when needed due to circumstances such as extended illness or a need to continue to evaluate marginal performance) to properly evaluate the employee's performance. The probationary period will not be shortened for any reason.

Section 21.4: New employees starting on or before the fifteenth day of the month begin earning vacation and sick leave effective the first day of the month in which they begin. Those starting after the 15th begin earning vacation and sick leave effective the first of the following month.

Section 21.5: During the probationary period, or any extension of the probationary period, an employee may be terminated at any time with or without cause.

Section 21.6: When a supervisor determines an employee has satisfactorily completed the probationary period, the employee may be converted to regular employment status.

## **ARTICLE 22 - HEALTH AND SAFETY**

Section 22.1: The Health District endeavors to use reasonable efforts to provide a safe working environment, which protects employees and the public from injury. Every employee is responsible for maintaining a safe work environment and following the Health District's safety rules. Each employee is expected to promptly report all unsafe or potentially hazardous conditions to his/her supervisor. The Health District will endeavor to remedy problems as quickly as possible.

Section 22.2: Employees should exercise caution in the performance of duties and shall follow and adhere to published safety regulations and controls. If a Health District vehicle or mobile equipment is involved in an accident, the employee's supervisor should be promptly notified, and an accident report form should be completed.

Section 22.3: In case of an accident involving a personal injury, regardless of how serious, employees need to immediately notify their supervisor.

Section 22.4: The District agrees to provide reasonable and appropriate safety equipment and protective gear required for performance of certain jobs.

## **ARTICLE 23 - ENTIRE AGREEMENT**

Section 23.1: The agreement expressed herein constitutes the entire agreement between Local 17 and the District, and no agreement whether oral or in writing, nor any representation heretofore or hereafter made by either party to this Agreement, shall add to, delete from, or supersede any of its provision, unless made in writing and executed by the parties hereto as a supplement of this Agreement.

## **ARTICLE 24 - SAVINGS CLAUSE**

Section 24.1: If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes of the United States of America or the State of Washington, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

Section 24.2: The District agrees to maintain working conditions except as modified by this agreement for the duration of the contract unless as mutually agreed by the parties otherwise.

## **ARTICLE 25 - SUBORDINATION OF THE AGREEMENT**

Section 25.1: It is understood that the parties hereto and the employees of the District are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal or state law are paramount and shall prevail.

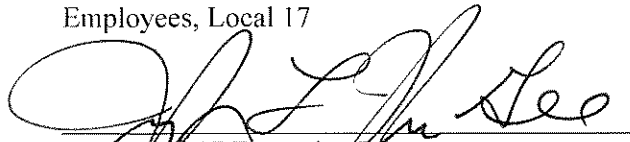
**ARTICLE 26 - EFFECTIVE DATE AND DURATION OF THIS AGREEMENT**

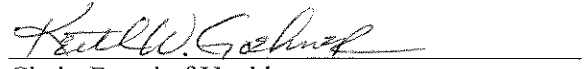
Section 26.1: This agreement shall be effective upon signing and shall remain in full force and effect until the 31<sup>st</sup> day of December 2013. The agreement may be opened for changes by consent of both parties.

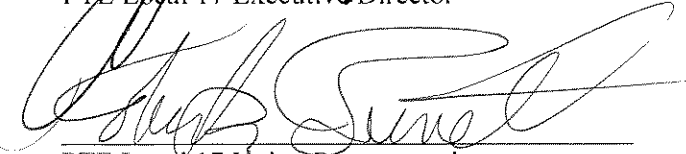
Dated this 19<sup>th</sup> day of July, 2011.


Professional & Technical  
Employees, Local 17

Chelan-Douglas Health District

  
PTE Local 17 Executive Director

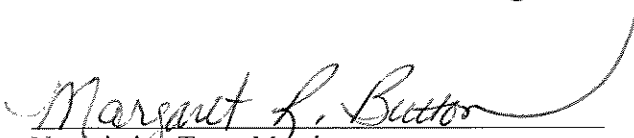
  
Chair, Board of Health

  
PTE Local 17 Union Representative

  
Administrator

  
Negotiating Team Member

  
Negotiating Team Member

  
Negotiating Team Member

  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

Appendix A – 2011  
CDHD Wage Scale

POSITION	COLA		Summary of Salary Steps					
	0.000	0.000	40 Hour/Week Pay Scale					
			1	2	3	4	5	6
<b>ADMINISTRATIVE POSITIONS</b>	<b>0.050</b>	<b>1.0</b>						
Health Officer	\$ 2,208.86		\$2,208.86					
Administrator	\$5,744.52	A	\$5,744.52	\$6,031.75	\$6,333.34	\$6,650.01	\$6,982.51	\$7,331.63
EH Associate Admin - Legal Assoc. Administrator - Professional	\$6,181.31	aa	\$6,181.31	\$6,490.38	\$6,814.90	\$7,155.64	\$7,513.42	\$7,889.09
Assoc. Administrator - Support	\$5,085.38	B	\$5,085.38	\$5,339.65	\$5,606.63	\$5,886.96	\$6,181.31	\$6,490.38
Assessment Coordinator Secretary to the Administrator	\$4,905.18	C	\$4,905.18	\$5,150.44	\$5,407.96	\$5,678.36	\$5,962.28	\$6,260.39
	\$4,161.61	CC	\$4,161.61	\$4,369.69	\$4,588.18	\$4,817.59	\$5,058.47	\$5,311.39
	\$2,959.75	CCC	\$2,959.75	\$3,107.74	\$3,263.12	\$3,426.28	\$3,597.59	\$3,777.47
<b>SUPPORT POSITIONS</b>								
MIS/Lab Director/Accountant EH/PH Off Coord, Fiscal Assist	\$3,730.18	D	\$3,730.18	\$3,916.69	\$4,112.53	\$4,318.15	\$4,534.06	\$4,760.76
File Clerk	\$3,430.31	E	\$3,430.31	\$3,601.82	\$3,781.91	\$3,971.01	\$4,169.56	\$4,378.04
Clerk Typist I	\$1,986.87	F	\$1,986.87	\$2,086.21	\$2,190.52	\$2,300.05	\$2,415.05	\$2,535.80
Clerk Typist II	\$2,131.03	G	\$2,131.03	\$2,237.59	\$2,349.47	\$2,466.94	\$2,590.29	\$2,719.80
Clerk Typist III/EHPA	\$2,227.01	H	\$2,227.01	\$2,338.36	\$2,455.28	\$2,578.04	\$2,706.94	\$2,842.29
FISCAL/MIS Support	\$2,403.47	I	\$2,403.47	\$2,523.64	\$2,649.83	\$2,782.32	\$2,921.43	\$3,067.51
MIS/PIC/SEHPA	\$2,678.62	K	\$2,678.62	\$2,812.56	\$2,953.18	\$3,100.84	\$3,255.88	\$3,418.68
	\$2,958.82	L	\$2,958.82	\$3,106.76	\$3,262.09	\$3,425.20	\$3,596.46	\$3,776.28
<b>PROFESSIONAL POSITIONS</b>								
EHS/PHN I/ Nutritionist I	\$3,422.61	M	\$3,422.61	\$3,593.74	\$3,773.43	\$3,962.10	\$4,160.20	\$4,368.21
EHS/PHN II/Nutritionist II EHS/PHN III/REP Coord/PHPS I	\$3,775.93	N	\$3,775.93	\$3,964.73	\$4,162.96	\$4,371.11	\$4,589.67	\$4,819.15
PHPS II	\$4,160.61	P	\$4,160.61	\$4,368.64	\$4,587.08	\$4,816.43	\$5,057.25	\$5,310.11
HSW/Dental Assistant	\$4,368.64	pp	\$4,368.64	\$4,587.08	\$4,816.43	\$5,057.25	\$5,310.11	\$5,575.62
RSN Ombuds	\$2,691.36	R	\$2,691.36	\$2,825.93	\$2,967.22	\$3,115.59	\$3,271.37	\$3,434.93
Lab Tech I Lab Tech II/WIC Coordinator	\$2,675.10	rr	\$2,675.10	\$2,808.86	\$2,949.30	\$3,096.77	\$3,251.60	\$3,414.18
Health Educator	\$2,816.66	S	\$2,816.66	\$2,957.49	\$3,105.37	\$3,260.64	\$3,423.67	\$3,594.85
Social Worker	\$3,100.66	T	\$3,100.66	\$3,255.70	\$3,418.48	\$3,589.40	\$3,768.87	\$3,957.32
Health Program Director	\$3,426.23	U	\$3,426.23	\$3,597.54	\$3,777.41	\$3,966.28	\$4,164.60	\$4,372.83
Dental Hygienist	\$3,508.77	V	\$3,508.77	\$3,684.21	\$3,868.42	\$4,061.84	\$4,264.93	\$4,478.18
	\$3,740.63	W	\$3,740.63	\$3,927.67	\$4,124.05	\$4,330.25	\$4,546.76	\$4,774.10
	\$4,029.97	X	\$4,029.97	\$4,231.47	\$4,443.04	\$4,665.19	\$4,898.45	\$5,143.37

