AGREEMENT

Between

SNOHOMISH HEALTH DISTRICT

and

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 17
Allied Professional Health Unit

Effective
January 1, 2008

TABLE OF CONTENTS

Page

1. DISCRIMINATION 1
   1.1 Discrimination 1

2. DEFINITIONS 1
   2.1 Employee Representatives. 1
   2.2 Full-time Employee. 1
   2.3 Part-time Employee. 1
   2.4 Employee/Regular 1
   2.5 Trial Service Period. 1
   2.6 Employee/Temporary. 2
   2.7 Domestic Partner 2
   2.8 Position Classification. 2
   2.9 Full-time Equivalent (FTE) 2
   2.10 Full-time Equivalent (FTE) Variations. 3
   2.11 Part-time Employees/Continuous Years of Employment. 3
   2.12 Appointment/Original. 3
   2.13 Appointment/Promotional 3

3. ASSOCIATION OR UNION MEMBERSHIP 3
   3.1 Employee Organizations Recognized. 3
   3.2 Union Membership. 3
   3.3 Union Dues/Payroll Deduction. 4
   3.4 Union Activities. 4
   3.5 Personnel Records 4
   3.6 Roster. 5
   3.7 Contract Distribution. 5

4. MANAGEMENT RIGHTS 5
   4.1 Management Rights. 5
   4.2 Contracting Out 5
   4.3 Discrimination/Union Membership. 6

5. RECRUITMENT AND APPOINTMENT 6
   5.1 Recruitment 6
   5.2 Appointing Authority 6
   5.3 Qualifications for Appointment. 6
   5.4 Background Checks. 6
   5.5 Physical Examinations. 6
   5.6 Vaccines/Screenings. 7
   5.7 HIV Exposure. 7
   5.8 Original Appointments/Trial Service 7
   5.9 Temporary and/or Emergency Appointments 7

5.10 Reappointment. 7
5.11 Promotional Appointment/Trial Service Period. 7
5.12 Evaluation. 8
5.13 Position Transfer Requested by Management. 8

6. POSITION CLASSIFICATIONS 8
6.1 Classifications in Effect. 8
6.2 Position Classification Duties. 8
6.3 Position Classification Amendment - Reallocation of Position. 8

7. COMPENSATION 9
7.1 Establishment of Salaries. 9
7.2 Salary Schedules. 9
7.3 Calculation of Salary Schedules. 9
7.4 Step System Adopted. 10
7.5 Salary Upon Original Appointment. 10
7.6 Employee Progression Through Steps. 10
7.7 Establishment of Step-Increase Date. 10
7.8 Effect of Nonpaid Leave of Absence/Step-Increase Date. 10
7.9 Part-time Employees. 10
7.10 Temporary Part-time Employees. 11
7.11 Compensation for Overtime. 11
7.12 Promotional Salary Increase. 11
7.13 Salary Upon Reemployment. 11
7.14 Reclassification Upwards. 11
7.15 Longevity Pay. 11
7.16 Payroll Procedures. 12
7.17 Bilingual Premium Pay. 12

8. HEALTH AND OTHER INSURANCE PLANS 12
8.1 Eligibility for Insurance Benefits. 12
8.2 Insurance. 13
8.3 Payment of Insurance Premiums. 13
8.4 Liability Insurance. 15
8.5 VEBA. 15

9. TRANSPORTATION 16
9.1 Field Staff Vehicles. 16
9.2 Use of Personal Vehicle. 16

10. HOURS OF WORK 16
10.1 Basic Work Week. 16
10.2 Work Schedules. 16
10.3 Overtime Work. 16
10.4 Overtime Work Authorization. 16

11. HOLIDAYS 17

11.1 Holidays Enumerated. 17
11.2 Eligibility for Holiday Pay. 17
11.3 Floating Holidays. 17
11.4 Holidays/Part-time Employees. 18

12. LEAVES WITH PAY 18
12.1 Annual Leave Earned. 18
12.2 Annual Leave Accrual. 19
12.3 Annual Leave/Nonpaid Leave Status and Termination. 19
12.4 Annual Leave Policies. 19
12.5 Sick Leave Accrual. 20
12.6 Sick Leave Eligibility. 20
12.7 Sick Leave/Other Policies. 21
12.8 Sick Leave Payment/Termination. 22
12.9 Sick Leave Payment/Employee Death. 22
12.10 Bereavement Leave. 22
12.11 Military Leave. 22
12.12 Educational Leave. 23
12.13 Inclement Weather Leave. 23
12.14 Other Leaves with Pay. 23
12.15 Sick Leave Conversion. 23

13. NONPAID LEAVES 24
13.1 Nonpaid Leaves/Optional. 24
13.2 Educational Leave. 24
13.3 Reinstatement After Nonpaid Leave. 24
13.4 Reemployment Rights Following Military Service. 24

14. SEPARATION 25
14.1 Resignation. 25
14.2 Retirement. 25
14.3 Reduction-In-Force. 25

15. STANDARDS OF CONDUCT 28
15.1 Unauthorized Absence. 28
15.2 Alcoholic Beverages/Drugs. 28
15.3 Employee Relationships with District Clients/Patients. 28
15.4 Use of District Vehicles. 29

16. DISCIPLINARY ACTIONS 30
16.1 Discipline. 30
16.2 Cause for Disciplinary Action. 30
16.3 Term of Suspension. 30
16.4 Notice of Suspension. 30
16.5 Notice of Demotion. 30
16.6 Demotion During Trial Service Period. 30
16.7 Discipline During Initial Trial Service Period. 31

16.8 Administrative Leave. 31
16.9 Notice of Intent to Discharge. 31
16.10 Pre-Termination Hearing. 31
16.11 Abandonment of Position. 31

17. GRIEVANCE PROCEDURE 31
17.1 Grievance Defined. 31
17.2 Grievance Procedure/Step One. 32
17.3 Grievance Procedure/Step Two. 32
17.4 Grievance Procedure/Step Three. 32
17.5 Grievances Asserted by the District. 32
17.6 Grievance Procedure/Step Four. 33

18. BOARD OF HEALTH 34
18.1 Attendance at Board of Health Meetings. 34
18.2 Posting of Board of Health Agendas and Minutes. 34

19. WORKPLACE HEALTH AND SAFETY 34
19.1 Safety Committee. 34
19.2 Safe Working Conditions. 34
19.3 Field Safety Policy. 34

20. MISCELLANEOUS 34
20.1 Nepotism. 34
20.2 Political Activity. 35
20.3 Tuition Refund. 35
20.4 Licensure/Certification. 35
20.5 Discussion of Items of Mutual Concern. 35

21. SEPARABILITY 35
21.1 Separability. 35

22. TERMS OF AGREEMENT 35
22.1 Term of Agreement. 35
22.2 Amendment of Agreement. 36
22.3 Modification of Subsequent Agreement. 36

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

1. DISCRIMINATION

1.1 Discrimination.

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

2. DEFINITIONS

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

2.1 Employee Representatives.

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

2.2 Full-time Employee.

An employee regularly scheduled to work 40 hours per week.

2.3 Part-time Employee.

An employee regularly scheduled to work less than 40 hours per week.

2.4 Employee/Regular.

An employee who has successfully completed the equivalent of 6 months of full-time compensated hours as a trial service employee.

2.5 Trial Service Period.

The first 6 months of employment after an employee's original appointment (initial trial service period) or the first 6 months following an employee's promotion (promotional trial service period) during which time the employee is required to demonstrate suitability for the position. Six (6) months is defined as 6 months of full-time work or the

equivalent of 6 months full-time work. The trial service period will be extended by the number of months during which credit is not earned due to nonpaid leave of 50 percent or more of the regularly scheduled working days per month. The District may extend the initial trial service period for up to an additional three (3) months; provided that prior to the conclusion of the trial service period, the employee will receive written notice of and reasons for the extension. Employees for whom the trial service period is extended shall be given a written performance evaluation no less than 30 days prior to the end of the scheduled trial service period which shall include those areas where improvement is necessary.

2.6 Employee/Temporary.

An employee hired to meet transient needs of the District with the understanding that employment will be terminated when the District determines the need for temporary help is over. Such employees are not covered by collective bargaining agreements and are not eligible for insurance or leave benefits. A temporary employee may not be employed by the District for more than 1,040 hours in a year.

2.7 Domestic Partner.

A domestic partnership is composed of two unmarried persons who are living together in a committed family relationship. They reside together and share the common necessities of life and are not married to anyone else. Both parties are over the age of 18 years and are mentally competent to consent to contract. An employee in a domestic partnership at the time of employment, may have the domestic partnership recognized by the District by completing and submitting to the District an affidavit signed by both partners prior to the end of the first week of employment. New domestic partnerships will be recognized by the District three months following receipt of a completed affidavit. In the event of separation, the employee will so notify the District. An affidavit documenting a new relationship will not be accepted by the District for one month following notice of separation.

2.8 Position Classification.

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

2.9 Full-time Equivalent (FTE).

The proportion of full-time an employee is regularly scheduled to work. FTE is computed by dividing regularly scheduled weekly hours by 40 (full-time = 40/40 = 1.00

FTE; half-time = 20/40 = .50 FTE; 24 hours per week (3 days per week ~ 8 hours) = 24/40 = .60 FTE).

2.10 Full-time Equivalent (FTE) Variations.

When an employee works .2 FTE more than regularly scheduled for more than 50 percent of the working days of the month, the employee will earn credit for the increased FTE for said month.

2.11 Part-time Employees/Continuous Years of Employment.

Continuous years of employment for part-time employees shall be calculated on a pro rata basis using monthly FTE. When the sum of the monthly FTE equals 12, it is the equivalent of one continuous year of full-time service. For example, if an employee works 6 months at .80 FTE (4.8), and 6 months at .40 FTE (2.4), and 8 months at .60 FTE (4.8) the total is 12 (4.8+2.4+4.8=12), or one full-time equivalent year of service. Part-time employees shall earn the same benefits as full-time employees based on equivalent full-time continuous years of employment, which shall be calculated by dividing the sum of the monthly FTE by 12.

2.12 Appointment/Original.

The beginning date of a current period of continuous appointment in any one or sequence of positions.

2.13 Appointment/Promotional.

Appointment of an employee to a job in a different position classification having a higher salary schedule.

3. ASSOCIATION OR UNION MEMBERSHIP

3.1 Employee Organizations Recognized.

The District has recognized International Federation of Professional and Technical Engineers, Local 17, AFL-CIO as the sole and exclusive bargaining representative for all full-time and part-time employees employed in the Classifications which are listed in Addendum A of this Agreement.

3.2 Union Membership.

Members of the bargaining unit shall become members of the Union by the first of the month following completion of a full month's service and shall thereafter tender dues uniformly required as a condition of membership. Employees who, because of bona fide religious tenets or teaching of a church or religious body of which such employee is a member, do not wish to join the Union shall pay an amount equivalent to regular Union dues and intake fee to a non-religious charity mutually agreed upon by the employee affected and the Union. If an employee for any other reason does not wish to be a

member of the Union, that employee shall pay to the Union an agency fee equal to the regular Union dues and intake fee. The District will inform all prospective employees of the requirements of this section. Employees who fail to comply with these requirements will be discharged by the District within 30 days after receipt of written notice to the District from the Union. The Union shall indemnify, defend and hold harmless the District from any and all claims, demands, suits or other forms of liability that may arise against the District for or on account of any of the provisions of this Article.

3.3 Union Dues/Payroll Deduction.

The District shall, for the duration of this Agreement, deduct regular periodic Union dues and agency fees from the paycheck of each employee who certified in writing authorization for such deduction upon such form as may be approved by the District from time-to-time. Funds so deducted shall be remitted by the District to such officer or agent of the Union as the agent shall, in writing, designate.

3.4 Union Activities.

Any employee who requests time-off for association or union activities in addition to regular time-off may be granted such request if such time-off will not inconvenience the operations of the District or increase thereby its operating expenses; provided, further, that such employee shall receive no compensation from the District for such time-off. During contract negotiations two employee representatives will join with the employee bargaining representative in all phases of negotiations without loss of compensation to any employee.

3.5 Personnel Records.

3.5.1 Review of Personnel Records. Upon the request of any employee or a bargaining representative having written authorization from the employee, that employee's personnel file(s) will be made available for review by the employee and/or bargaining representative. Records shall be reviewed in private in the administrative offices of the District. Personnel records will be interpreted to mean the usual personnel records maintained for each employee including, but not limited to, the following: application form, references or copies of credentials, personnel leave records, leave request forms, retirement system forms, notices to individual employees concerning change in status, salary or other notices written to individual employees, and other such similar information. References or other records collected concerning employees will either be made available or destroyed upon receipt. Employees will receive copies of personnel action forms specifying conditions of hiring, change in status, pay or leave of absence. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel files.

3.5.2 Public Records Requests. When documents contained in an employee's official personnel file are subject to a public disclosure request under RCW 42.17, the Employer shall notify the affected employee(s) and permit the employee with

a minimum of seventy-two (72) hours in which to seek an injunction preventing disclosure of the requested documents.

3.6 Roster.

The employer will notify the Union in writing upon the hiring of any new employee in the bargaining unit.

3.7 Contract Distribution.

Upon initial employment, employees shall be given a copy of the current Agreement and a copy of the employee's position or classification description. During the orientation of new employees, the Employer shall provide the Shop Steward or designee fifteen (15) minutes to introduce this Agreement to the new employees. This time will not be used to conduct Union business. The Employer shall also distribute a copy of this Agreement to all current members of the bargaining unit.

4. MANAGEMENT RIGHTS

4.1 Management Rights.

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

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

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

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

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

4.2 Contracting Out.

The District will not lay off bargaining unit employees in order to contract out bargaining unit work.

4.3 Discrimination/Union Membership.

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

5. RECRUITMENT AND APPOINTMENT

5.1 Recruitment.

In order to obtain qualified applicants for vacant positions, public notice of job openings shall be given by means of announcements posted on bulletin boards and any other notice as shall be deemed warranted. In addition, the District will post on the employee bulletin board, for not less than 5 working days prior to filling, notice of positions which will become vacant and/or changes in District policies and regulations which refer to positions which will be filled by the District.

5.2 Appointing Authority.

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

5.3 Qualifications for Appointment.

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

5.4 Background Checks.

The District may perform periodic criminal background checks on employees who, since 1988, have been hired into positions or assumed responsibilities involving potential unsupervised access to children under sixteen (16) years of age, developmentally disabled persons or vulnerable adults. For purposes of this section, criminal background checks shall involve only those crimes identified in RCW 43.43.830 and RCW 43.43.832. Employees affected by this provision will be notified in advance of the background check, and will complete required authorization forms or take other necessary steps to allow the District to perform required background checks. All information obtained by the District in response to criminal background checks will be disseminated on a strict need-to-know basis, and will be maintained in employees' confidential files.

5.5 Physical Examinations.

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

5.6 Vaccines/Screenings.

Employees and the District will comply with all Centers for Disease Control recommendations, Federal or Washington State laws and regulations regarding communicable disease and risk exposure, and the District's Personnel Requirements Relating to Communicable Diseases, revised effective November 1, 2001, which is incorporated by reference.

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

5.7 HIV Exposure.

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

5.8 Original Appointments/Trial Service.

All original appointments shall begin with an initial trial service period so that the District may observe, train, counsel, and aid new employees in learning the duties required and reject any employee whose work performance fails to meet required work standards. An employee so hired will automatically acquire regular status at the conclusion of the initial trial service period.

5.9 Temporary and/or Emergency Appointments.

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

5.10 Reappointment.

A person rehired after a break in employment will undergo a full initial trial service period commencing on the date of reemployment. This section shall not apply to employees returning from a layoff.

5.11 Promotional Appointment/Trial Service Period.

A regular employee who is promoted must complete a promotional trial service period in the new level position before acquiring regular status in the new position. If the promotion is rescinded during the promotional trial service period, the employee shall be

given the right to resume the previous position and to receive the salary, which would have been reached by that time, had the promotion not occurred. Such employee's step-increase date will be reestablished as though the promotion had not occurred. The employee will not lose any benefit during a promotional trial service period except that such employee will not have the right to appeal a rescission of the promotional appointment which occurs prior to the end of the promotional trial service period.

5.12 Evaluation.

All employees will receive a complete written evaluation prior to the end of the trial service period and within 60 days of each annual anniversary thereafter. At the time of the evaluation a copy will be placed in the employee's personnel file and a copy will be given to the employee.

5.13 Position Transfer Requested by Management.

An employee who has been transferred to a different position within a classification at the behest of management will not be required to serve a trial service period.

6. POSITION CLASSIFICATIONS

6.1 Classifications in Effect.

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

6.2 Position Classification Duties.

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

6.3 Position Classification Amendment - Reallocation of Position.

Position Classifications may not be changed without the written concurrence of both parties to this Agreement.

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

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

6.3.3 If the parties cannot agree on the appropriate salary for a new or revised classification or the reallocation of a position, the parties shall jointly select an independent classification/compensation specialist to study the position and render a decision concerning the proper placement of the class within the salary system.

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

6.3.5 If a position allocation review warrants reallocation to a Position Classification with a higher salary, the provisions of Section 7.14 shall apply. The effective date of the reallocation shall be the date that the District or the Union submits a request in writing for a review of the position.

7. COMPENSATION

7.1 Establishment of Salaries.

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

7.2 Salary Schedules.

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

7.3 Calculation of Salary Schedules.

The method of calculating salary schedules will be the same as that utilized in recent years:

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

7.3.2 In classification series, the second or third step of the lower range will become the first step of the next higher range.

7.3.3 All calculations will be rounded to the nearest dollar.

7.4 Step System Adopted.

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

7.5 Salary Upon Original Appointment.

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

7.6 Employee Progression Through Steps.

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

7.7 Establishment of Step-Increase Date.

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

7.8 Effect of Nonpaid Leave of Absence/Step-Increase Date.

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

7.9 Part-time Employees.

Part-time employee pay increases will be determined and implemented on the basis of the employee's full-time equivalent continuous years of employment (see Section 2.9).

7.10 Temporary Part-time Employees.

Temporary part-time employees will be paid an hourly rate as established by the District.

7.11 Compensation for Overtime.

Payment for overtime will be at the rate of one and one-half times the employee's usual rate of pay. Supervisors may grant employees' requests for compensatory time off in lieu of pay. Upon mutual agreement, hours within the work week may be flexed to reduce the occurrence of overtime for Fair Labor Standards Act (FLSA) non-exempt employees.

7.12 Promotional Salary Increase.

Promotion is an employee's reassignment to a position having a higher salary schedule. On the date of promotion the employee is entitled to the higher of: (1) the first step of the salary schedule for the new position class; (2) advancement to the step of the new salary schedule which equals one step (approximately 5 percent) more than the previous salary. On the first-of-the-month nearest 6 months following the date of promotion, the employee progresses again to the next higher step in the salary schedule. This second progression becomes the step-increase date.

7.13 Salary Upon Reemployment.

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

7.14 Reclassification Upwards.

An employee whose position is reclassified for reasons which do not include a change in duties to a different position class having a higher salary schedule shall move to the lowest step in the higher classification which is at least 5% greater than the former step.

7.15 Longevity Pay.

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

7.15.1 Additional payment of $30.00 per month after completion of 10 years of continuous service.

7.15.2 Additional payment of $30.00 per month (or a total of $60.00 per month) after completion of 15 years of continuous service.

7.15.3 Additional payment of $30.00 per month (or a total of $90.00 per month) after completion of 20 years of continuous service.

7.15.4 Additional payment of $30.00 per month (or a total of $120.00 per month) after completion of 25 years of continuous service.

7.16 Payroll Procedures.

Employees will be paid on a bi-monthly payroll system, with pay periods ending on the 15th and the last working day of each month. Employees will submit a signed time card on the last working day of each pay period recording the hours worked during the period. Employees' paychecks will be available on the 8th and 23rd of the month. In the event a pay day described in this section falls on a weekend or holiday, paychecks will be available or pay amounts will be directly deposited on the next regular business day. Paychecks will not be released to any person other than the employee unless the employee has provided written authorization to the Business Office.

7.17 Bilingual Premium Pay.

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

8. HEALTH AND OTHER INSURANCE PLANS

8.1 Eligibility for Insurance Benefits.

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

8.1.2 Part-Time Employees.

a) Part-time employees budgeted at less than 0.50 FTE shall not be eligible for the benefits provided in this Article.

b) Part-time employees budgeted at 0.50 FTE or more shall receive a prorated monthly contribution from the District determined by multiplying the District's monthly contribution toward the benefit costs for full-time employees by the part-time employee's FTE.

8.1.3 Newly Hired Employees. Newly hired employees shall be eligible for medical benefits immediately if their start date is the first day of the month, and

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

8.2 Insurance.

The District offers medical, dental, vision, and basic life (including AD&D) insurance plans for eligible employees. Each eligible employee shall select medical insurance from the plans available to the District through its participation in the Public Employees Benefits Board (PEBB), and shall select dental, vision and basic life insurance from the plans available to the District through its participation in the Washington Counties Insurance Fund (WCIF). Information regarding current insurance plans and policies can be obtained from the Human Resources Department. Full-time employees may opt out of coverage under the District's medical insurance plans with proof of coverage under another medical insurance plans; part-time employees working .50 FTE or greater may, but are not required to, elect coverage under the District's medical insurance plans. Eligible employees may elect to cover their dependents under the insurance plans in which they are participating, and may make different choices with respect to dependent coverage under the District's medical insurance and its dental/vision/basic life insurance.

8.3 Payment of Insurance Premiums.

8.3.1 Medical Insurance.

a) Except as provided by Section 8.3.3, effective January 1, 2008, the District will contribute the following percentages of the 2008 average medical insurance costs for employees and dependents:

Employees – 95%

Employee + Spouse – 90%

Employee + Child(ren) – 90%

Full Family – 85%

b) Effective January 1, 2009, the District will contribute the following percentages of the 2009 average medical insurance costs for employees and dependents:

Employees – 95%

Employee + Spouse – 90%

Employee + Child(ren) – 90%

Full Family – 85%

c) Effective January 1, 2010, the District will contribute the following percentages of the 2010 average medical insurance costs for employees and dependents:

Employees – 95%

Employee + Spouse – 90%

Employee + Child(ren) – 90%

Full Family – 85%

d) The "average medical insurance" cost will be determined by computing the average cost of the medical plans offered by the District's provider.

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

a) Except as provided by Section 8.3.3, effective January 1, 2008, The District will contribute the following percentages of the 2008 average costs of the insurance package consisting of dental, vision and basic life ($48,000 per employee) insurance for employees and dependents:

Employees – 95%

Employee + Dependent(s) – 90%

b) Effective January 1, 2009, The District will contribute the following percentages of the 2009 average costs of the insurance package consisting of dental, vision and basic life ($48,000 per employee) insurance for employees and dependents:

Employees – 95%

Employee + Dependent(s) – 90%

c) Effective January 1, 2010, The District will contribute the following percentages of the 2010 average costs of the insurance package consisting of dental, vision and basic life ($48,000 per employee) insurance for employees and dependents:

Employees – 95%

Employee + Dependent(s) – 90%

d) The average cost of the dental, vision and basic life insurance package will be determined by computing the average cost of the dental

plans available to the employee, and adding that average cost to the vision and basic life insurance premiums.

e) In the event a full-time employee or an employee budgeted at .50 FTE or greater employee opts out of the District's medical insurance plan but still wishes to have dental/vision/basic life insurance, the District will pay the full cost of the employee's dental/vision/basic life insurance, and if applicable, his/her dependents' dental and vision coverage.

8.3.3 Special Employee Contribution Limit for 2008.

a) The maximum contribution full-time employees will be required to make in 2008 toward the combination of medical and dental/vision/basic life insurance for employee-only coverage will be $50 per month.

b) Part-time employees budgeted at .50 FTE or greater who select employee-only coverage under the Aetna Public Employees plan in 2008 will receive the District's contribution, prorated according to their FTE, plus $25 per month.

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

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

8.4 Liability Insurance.

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

8.5 VEBA.

8.5.1 The District will maintain its Voluntary Employees' Benefit Association Medical Expense Plan ("VEBA Plan") during the term of this Agreement. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless the Union determines through a majority vote that it does not wish to participate in the VEBA Plan during that calendar year.

8.5.2 All eligible employees who retire in 2008 will have any vacation or sick leave cashouts contributed to the HRAVEBA trust.

9. TRANSPORTATION

9.1 Field Staff Vehicles.

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

9.2 Use of Personal Vehicle.

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

10. HOURS OF WORK

10.1 Basic Work Week.

The basic work week shall begin at 12:00 a.m., Saturday and end at 11:59 p.m., Friday. A full-time employee's hours of work within the week shall ordinarily consist of 40 hours. A minimum of a 30-minute lunch period shall be provided within each regular working day. All employees' work schedules shall provide for a 15-minute rest period during each half-day work period.

10.2 Work Schedules.

Individual employees' daily and weekly work schedules shall be that which is mutually agreeable to the employee and his/her supervisor. Employees within this bargaining unit have reason to occasionally work on weekends. Subject to the limitations of the Fair Labor Standards Act, and other applicable law, the parties agree to work together in an effort to develop mutually convenient schedules so that weekend work can be covered. To the greatest practical extent, the parties will develop schedules which do not require any individual employee to work more than fifteen hours per month on weekends without his/her agreement.

10.3 Overtime Work.

Overtime is work performed in excess of 40 hours in a work week.

10.4 Overtime Work Authorization.

The District will give maximum feasible notice when overtime is required. The District will offer overtime on a voluntary basis to staff members capable of performing the work in an efficient and timely manner. In the event that no staff member desires the overtime, the least senior capable staff member will be required to perform the work. Employees

requesting to work overtime will notify their supervisor as soon as is feasible. If alternatives cannot be identified to meet the need, the supervisor will authorize specific hours of overtime to meet the need. Employees who work overtime due to unforeseen or emergent situations will notify their supervisors immediately, or the next working day, to arrange for authorization of the overtime. Nonemergency overtime without prior authorization will be recognized and compensated by the District, but will be grounds for and may result in disciplinary action.

11. HOLIDAYS

11.1 Holidays Enumerated.

Legal holidays are designated by state statute. Holidays may also be established by governor's proclamation. The following legal holidays are established by RCW 1.16.50:

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

11.2 Eligibility for Holiday Pay.

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

11.3 Floating Holidays.

11.3.1 Each employee is entitled to take 2 floating holidays per calendar year on a day chosen by the employee provided: (1) The floating holidays will be taken at a time approved by the District and at a time that will not impair the efficiency of the Health District; (2) The employee has been employed for at least 2 months full-time or the equivalent. Part-time employees working less than .50 FTE shall be eligible to use earned floating holiday after 4 months. Part-time employees are entitled to floating holidays on a pro rata basis according to the proportion of a full-time work schedule they regularly are assigned to work. The floating holidays are non-cumulative and noncompensable upon termination.

11.3.2 Employees beginning work before April 1 will be entitled to 2 floating holidays during the calendar year. Employees beginning work after March 31 but before October 1 will be entitled to 1 floating holiday during the calendar year. Employees beginning work on or after October 1 will not be eligible for a floating

holiday during the calendar year. Part-time employees shall earn floating holidays on a FTE based pro rata basis.

11.3.3 Floating Holidays may not be taken after notice of termination has been given.

11.4 Holidays/Part-time Employees.

All represented part-time employees shall earn holiday pay on a pro rata basis determined by multiplying their FTE times the full-time benefit.

12. LEAVES WITH PAY

12.1 Annual Leave Earned.

Annual leave earned by full-time employees is set forth as follows and shall be credited at the end of the month:

During Continuous Employment Year	Hours Earned Per Month	Days Earned Per Year
1st	8 hrs	12
2nd	8.67 hrs	13
3rd	10 hrs	15
4th	10 hrs	15
5th	10 hrs	15
6th	12 hrs	18
7th	12 hrs	18
8th	12 hrs	18
9th	12 hrs	18
10th	14 hrs	21
11th	14 hrs	21
12th	14.67 hrs	22
13th	14.67 hrs	22
14th	15.33 hrs	23
15th	15.33 hrs	23
16th	16 hrs	24
17th	16 hrs	24
18th	16.67 hrs	25
19th	16.67 hrs	25
20th	16.67 hrs	25
21st	16.67 hrs	25
22nd and each year thereafter	20 hrs	30

12.2 Annual Leave Accrual.

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

12.3 Annual Leave/Nonpaid Leave Status and Termination.

Employees who have worked less than 50 percent of the regularly scheduled working days in the month will not earn annual leave for that month. Employees who have worked 50 percent or more of the regularly scheduled working days in the month will earn annual leave for that month.

12.4 Annual Leave Policies.

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

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

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

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

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

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

12.4.7 Each employee shall be required to take a minimum of 10 days annual leave each year commencing after completion of 2 years employment unless specifically exempted from this requirement by the District.

12.4.8 Employees may not use earned annual leave until they have completed 6 months of continuous employment. An employee whose service terminates

before 6 months of continuous employment is not eligible for payment for any accumulated vacation credit.

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

12.4.10 Annual leave for part-time employees will be calculated by multiplying the employee's FTE times the employee's appropriate accrual rate.

12.4.11 An employee who is terminated at the option of the District or who voluntarily resigns and has given 14 calendar days advance notice of resignation shall be paid the straight-time rate for all credited hours of unused annual leave time upon termination.

12.5 Sick Leave Accrual.

12.5.1 Each regular full-time employee will be credited at the end of each calendar month with eight hours of sick leave eligibility. New employees whose first day of work is on or before the 15th of the month shall earn sick leave for that month. Employees starting work after the 15th will not earn sick leave for that month.

12.5.2 Employees who have worked less than 50 percent of the regularly scheduled working days in the month will not earn sick leave for that month. Employees who have worked 50 percent or more of the regularly scheduled working days in the month will earn sick leave for that month.

12.5.3 Part-time employees shall earn sick leave on a pro rata basis determined by multiplying their FTE times the full-time benefit.

12.6 Sick Leave Eligibility.

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

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

12.6.3 An employee is eligible for paid sick leave when an illness in the employee's family requires that employee's presence. For purposes of this paragraph, the employee's family shall include the employee's spouse or domestic partner, and any of the following relatives of the employee, spouse or domestic partner: child, foster child, parent, stepparent, brother, sister,

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

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

12.6.5 Family Leave shall be administered in accordance with the District's Family and Medical Leave Policy dated December 15, 1993.

12.7 Sick Leave/Other Policies.

12.7.1 Each employee shall be responsible for notifying the immediate supervisor of the cause of absence at the beginning of any period of sick leave. Upon return to work the employee shall complete the leave slip form and submit to the supervisor.

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

12.7.3 Falsification of a sick leave report is grounds for dismissal.

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

12.7.5 Whenever an on-the-job injury or illness causes an employee to take time off work for treatment and/or recuperation ("time loss") under the State Workers' Compensation program, that time will be charged to the employee's sick leave balance, if and, until the Washington State Department of Labor and Industries has determined whether the claim is covered under the program. If the injury is covered by Workers' Compensation, then the dollar amount of the time loss award will be divided by the employee's normal hourly rate of pay to determine the number of hours which will be restored to the employee's sick leave balance.

If the ruling is that the time loss is not covered by Workers' Compensation, the employee will continue to be charged sick leave for the time lost due to a bona fide injury or illness. If the employee exhausts all sick leave, then the absence will be charged against all other leave balances until exhausted. Thereafter such leave shall be nonpaid.

12.8 Sick Leave Payment/Termination.

Accumulated sick leave upon termination under favorable circumstances will be paid according to the schedule below:

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

12.8.2 Employment from the 7th through the 14th year: 25 percent of accumulated sick leave upon termination.

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

12.9 Sick Leave Payment/Employee Death.

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

12.10 Bereavement Leave.

12.10.1 Upon notification, full-time employees shall be granted bereavement leave with pay following a death in the family.

The maximum number of working days leave shall be 5, except that when the death occurs at a distance beyond 500 miles, additional time not exceeding 3 working days may be granted. Part-time employees are entitled to bereavement leave on a pro rata basis according to the proportion of a full-time work schedule they are regularly scheduled to work.

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

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

12.11 Military Leave.

Pursuant to RCW 38.40 an employee will be allowed time off with pay for active training in the United States Armed Forces or Washington State National Guard. Military leave

with pay is not to exceed 15 days per year, beginning October 1st and ending the following September 30th.

12.12 Educational Leave.

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

12.13 Inclement Weather Leave.

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

12.14 Other Leaves with Pay.

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

12.15 Sick Leave Conversion.

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

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

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

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

13. NONPAID LEAVES

13.1 Nonpaid Leaves/Optional.

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

13.2 Educational Leave.

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

13.3 Reinstatement After Nonpaid Leave.

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

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

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

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

13.4 Reemployment Rights Following Military Service.

13.4.1 Any person who is a resident of the State of Washington and who voluntarily or upon demand vacates a position of employment with the District to determine physical fitness to enter, or, who actually does enter upon active duty

or training in the Washington National Guard, the armed forces of the United States, the United States Public Health Service, or the Peace Corps shall be reemployed under the conditions prescribed in RCW 73.16.031-061.

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

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

14. SEPARATION

14.1 Resignation.

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

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

14.2 Retirement.

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

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

14.3 Reduction-In-Force.

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

14.3.2 The layoff of Union members shall be in accordance with procedures developed through collective bargaining and set forth in this Agreement between the District and the Union.

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

14.3.4 Prior to layoff of any regular employee, the District will provide 30 days written notice to the employee affected and to the bargaining representative. During such period the bargaining representative may offer proposals regarding alternatives to such layoff which will be duly considered by the District. If the employee to be laid off is an initial trial service employee, the above procedure will not apply and the District will be required to give the employee a minimum of one day advance notice.

14.3.5 In the event the District determines that no alternative other than a layoff is feasible, the layoff shall be governed by the following procedures:

a) The layoff unit shall be the positions and position classes within the bargaining unit.

b) Seniority shall be measured as the current period of continuous full-time employment with the District. Authorized leaves of absence without pay shall not constitute a break in service; however, the time spent on such leaves in excess of 15 calendar days shall not be included in computing seniority. Seniority for regular part-time employees shall be calculated on the basis of full-time equivalency. When two or more employees in the same position class have equal seniority, layoff shall be by the toss of a coin.

c) When possible, the position occupied by the employee with the least seniority in each layoff unit shall be declared surplus and laid off, unless it is not possible for the District to continue program needs.

d) If, in order to continue program needs, another position must be declared surplus, then the position declared surplus will be that occupied by the least senior employee within the position classification. The employee in such position may then replace the least senior employee in the next lower position classification, provided the employee meets the minimum qualifications established for the lower classification. Said employee may also replace a less senior employee in an equivalently paid job, provided the employee can meet the minimum qualifications established for the equivalently paid position classification. This process shall continue with each employee exercising seniority rights until such time as the least senior employee is actually laid off.

e) An employee replacing another employee, as per "d" above, shall have his/her pay rate continued unchanged. If such pay rate exceeds the

established pay rate for the position classification of the employee replaced, said employee's pay shall not increase until such time as the salary assigned to the new position occupied by the employee exceeds the employee's rate of pay.

f) If the position declared surplus is occupied by a regular part-time employee, that employee shall be laid off unless that employee has seniority rights as set forth in "b" above. If, however, in order to exercise seniority rights, the part-time employee must accept appointment to a full-time position and does not wish to accept full-time employment, then the part-time employee shall be laid off.

g) If the position declared surplus is occupied by a regular full-time employee, that employee shall be laid off unless that employee has seniority rights as set forth in "b" above. If, however, in order to exercise seniority rights, the full-time employee must accept appointment to a regular part-time position and does not wish to accept part-time employment, then the full-time employee shall be laid off.

14.3.6 Employees having regular status who have experienced demotion in lieu of layoff will be returned in order of seniority, to vacant positions in their previous classifications which are to be filled following their demotion in lieu of layoff.

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

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

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

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

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

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

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

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

15. STANDARDS OF CONDUCT

15.1 Unauthorized Absence.

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

15.2 Alcoholic Beverages/Drugs.

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

15.3 Employee Relationships with District Clients/Patients.

District employees are expected to maintain a courteous, business-like, and professional relationship with clients and patients of the District. The confidentiality of the District/Patient or District/Client relationship is to be respected by employees and laws and practices governing such confidentiality observed. District employees shall not

accept personal gifts, gratuities, tips, or any form of personal remuneration from any client or patient of the District.

15.4 Use of District Vehicles.

District vehicles will be assigned to employees who require transportation in order to conduct District business. Employees using District vehicles will be expected to adhere to policies set forth concerning the use of such vehicles. No District vehicle is to be used for any purpose other than for conducting the business of the District and no relatives or personal friends are to be transported by employees in District vehicles. Employees will not be expected to use private vehicles for conducting District business except in unusual situations when a District vehicle is not available. In such instance, use of a private vehicle requires prior authorization in order for the employee to be reimbursed the agreed upon mileage rate. All employees driving on behalf of the District are responsible for possessing a current and valid Washington State driver's license. All employees driving District vehicles must maintain a driving record satisfactory to the District's insurance carrier.

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

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

The following shall be considered gross misconduct and grounds for disciplinary action of a District employee who drives a District vehicle as a condition of employment: (1) Loss or suspension of the employee's Washington State Driver's License; (2) Conviction of driving a District vehicle while intoxicated (DWI); (3) Conviction of driving a District vehicle under the influence of illegal drugs/substances.

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

16. DISCIPLINARY ACTIONS

16.1 Discipline.

The parties agree that in general, discipline shall be corrective and progressive in nature, while recognizing that exceptions are sometimes necessary. Documentation of disciplinary action at the oral warning or written reprimand level of discipline will be removed from the employee's personnel file after three (3) years or as otherwise agreed to by the parties, provided there are no further similar occurrences in the intervening period.

16.2 Cause for Disciplinary Action.

The District may suspend, suspend without pay, demote or discharge an employee for just cause.

16.3 Term of Suspension.

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

16.4 Notice of Suspension.

When an employee is suspended without pay, the District will furnish the employee with a written notice of suspension which states the cause for the suspension. The notice will be furnished directly to the employee during working hours, or if the employee is absent on that day of work, the notice may be sent by registered mail to the employee's last known address.

16.5 Notice of Demotion.

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

16.6 Demotion During Trial Service Period.

An employee serving a promotional trial service period may be demoted to the previously held position without a right of appeal.

16.7 Discipline During Initial Trial Service Period.

An employee serving an initial trial service period may be subject to any of the aforementioned disciplinary actions without notice of cause or right of appeal, provided that such employee be given a minimum of one (1) day advance notice prior to the discipline taking effect.

16.8 Administrative Leave.

If the District determines it to be necessary and appropriate, the District may place an employee on paid administrative leave during a pending investigation or disciplinary process. Employees will remain eligible for holiday pay, and will continue to accrue seniority, sick leave and annual leave while on paid administrative leave. Employees on paid administrative leave shall be required to be available during their normal scheduled hours of work.

16.9 Notice of Intent to Discharge.

Where the District has reached a preliminary determination that a regular employee (whether full-time or part-time) should be terminated, the employee will be furnished with a written notice of intent to discharge and a statement of cause for that action. Such notice will be furnished directly to the employee during working hours, or if the employee is absent on that day of work, the notice may be sent by registered mail to the employee's last known address. A copy of the notice of intent to discharge shall be forwarded to the appropriate Union representative.

16.10 Pre-Termination Hearing.

As soon as reasonably practical after an employee has been furnished with the notice of intent to discharge, a pre-termination hearing will be scheduled. The employee is entitled to Union representation at the pre-termination hearing, and will be offered an opportunity at that hearing to respond to the statement of cause provided by the District in its notice of intent to discharge.

16.11 Abandonment of Position.

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

17. GRIEVANCE PROCEDURE

17.1 Grievance Defined.

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

17.2 Grievance Procedure/Step One.

Any employee or group of employees having a grievance shall present the grievance to the immediate supervisor within 21 calendar days of the occurrence of the grievance. The immediate supervisor shall be given 14 calendar days to resolve the problem.

17.3 Grievance Procedure/Step Two.

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

17.4 Grievance Procedure/Step Three.

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

a) The nature of the grievance and the circumstances out of which it arose.

b) The remedy or correction the District is requested to make.

c) The section or section(s) of this Agreement relied upon or claimed to have been violated.

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

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

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

17.5 Grievances Asserted by the District.

Grievances asserted by the District or the employee's bargaining representative shall be initiated at the Step Three level by the Health Officer, or his/her designee, serving upon the bargaining representative a "Notice of Grievance" or the employee's bargaining representative serving upon the Health Officer a "Notice of Grievance". The bargaining representative or the Health Officer, or his/her designee, shall take appropriate action to

review the merits of the grievance and issue a written decision to the other party within 14 calendar days of receipt of the grievance. Such time can be extended by mutual agreement.

17.6 Grievance Procedure/Step Four.

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

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

The selection of an arbitrator shall be by one of the following means:

a) The parties shall attempt to select an impartial arbitrator by mutual agreement OR

b) The parties shall agree to request the Public Employment Relations Commission (PERC) to serve as arbitrator OR

If the parties cannot accomplish either a. or b. above, within 14 calendar days, then the American Arbitration Association will be asked to submit a list of 7 disinterested persons who are qualified and willing to act as an impartial arbitrator.

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

The arbitrator shall commence hearing within 14 calendar days or as soon thereafter as is possible and shall render a decision in writing within 30 days after conclusion of testimony and argument. The decision of the arbitrator shall be binding upon both parties.

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

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

18. BOARD OF HEALTH

18.1 Attendance at Board of Health Meetings.

A represented employee may attend a Board of Health meeting during regular working hours without loss of pay provided such employee has been placed on the agenda to make a specific presentation to the Board. A represented employee may attend any regular Board of Health meeting on the same basis as any private citizen at the employee's own discretion during any period the employee is on a scheduled leave.

18.2 Posting of Board of Health Agendas and Minutes.

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

19. WORKPLACE HEALTH AND SAFETY

19.1 Safety Committee.

The parties mutually agree to participate in and support the work of the District's Safety Committee. Annually, the bargaining unit will elect two members to serve on the Safety Committee. The parties further agree to support an agenda for the Committee, which includes facility safety and field staff safety.

19.2 Safe Working Conditions.

The District agrees to provide training and safety equipment as needed to provide safe working conditions.

19.3 Field Safety Policy.

The District agrees to draft a field safety policy for review by the Safety Committee with the intent of issuing a final policy by January 1, 2000.

20. MISCELLANEOUS

20.1 Nepotism.

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

20.2 Political Activity.

Political activity by employees shall not be permitted during working hours. Nor shall any District employee be required to expend time, effort, or money on any political activity as a condition affecting employment. No employee shall solicit contributions during working hours, either on or off of District premises, for any partisan/nonpartisan political purpose.

20.3 Tuition Refund.

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

20.4 Licensure/Certification.

The District will reimburse employees for the cost of licensure and certification for any license/certification required by the District for the position. The District will make available at its expense the opportunity for employees who hold required licenses or certifications to obtained required continuing education for those licenses or expenses. This benefit will be prorated for those working less than full-time.

20.5 Discussion of Items of Mutual Concern.

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

21. SEPARABILITY

21.1 Separability.

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

22. TERMS OF AGREEMENT

22.1 Term of Agreement.

This Agreement and the provisions thereof shall become effective and operative as of 12:01 a.m., Pacific Standard Time, January 1, 2008 and shall continue in full force and be binding upon the respective parties hereto, until 12:00 midnight, December 31, 2010.

22.2 Amendment of Agreement.

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

22.3 Modification of Subsequent Agreement.

Written notice must be served by either party of its intent to terminate or modify this Agreement not less than ninety (90) days nor more than one hundred twenty (120) days prior to December 31, 2010.

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

SNOHOMISH HEALTH DISTRICT

Date Signed _____ By: _____
Chairman, Board of Health

ATTEST:

_____
Gary M. Goldbaum, M.D., M.P.H
Health Officer

IFPTE, LOCAL 17, AFL-CIO, ALLIED PROFESSIONAL HEALTH UNIT

Date Signed _____ By: _____
Joseph L. McGee
Executive Director

ATTEST:

_____
Carrie Blackwood

_____ _____
Merilee Dellaquilla Jennifer Donovan

ADDENDUM A

BARGAINING UNIT

The bargaining unit shall include all regular and trial service employees, except those working in majority grant funded positions, holding one of the following position classifications:

WIC Lead Nutritionist
Dental Hygienist
Behavioral Health Specialist
Public Health Investigator
CD Investigator
Health Educator
Case Manager
Nutritionist
LPN
HEDS
CH Worker
WIC Certifier
CHOW III
CHOW II
CHOW I
Health Care Assistant

WAGES

1. Effective January 1, 2008, the salary steps and monthly salaries for classifications within the bargaining unit shall be as follows:

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Dental Hygienist/WIC Lead Nutritionist	**18**	4285	4499	4724	4960	5208	5468	5741
Public Health Investigator/CD Investigator/Beh Hlth Spec	**17**	4081	4285	4499	4724	4960	5208	5468
Health Educator/Case Manager/Nutritionist	**16**	3887	4081	4285	4499	4724	4960	5208
CD Counselor	**15**	3702	3887	4081	4285	4499	4724	4960
(no positions)	**14**	3526	3702	3887	4081	4285	4499	4724
Infant Case Mgr	**13**	3358	3526	3702	3887	4081	4285	4499
LPN/Hlth Ed Del Spec	**12**	3198	3358	3526	3702	3887	4081	4285
CHOW II/WIC Certifier	**11**	3046	3198	3358	3526	3702	3887	4081
CHOW I/CH Worker	**10**	2901	3046	3198	3358	3526	3702	3887

2. Effective January 1, 2009, the salary steps and monthly salaries for classifications within the bargaining unit shall be as follows:

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Dental Hygienist/WIC Lead Nutritionist	**18**	4393	4613	4844	5086	5340	5607	5888
Public Health Investigator/CD Investigator/Beh Hlth Spec	**17**	4184	4393	4613	4844	5086	5340	5607
Health Educator/Case Manager/Nutritionist	**16**	3985	4184	4393	4613	4844	5086	5340
CD Counselor	**15**	3795	3985	4184	4393	4613	4844	5086
(no positions)	**14**	3614	3795	3985	4184	4393	4613	4844
Infant Case Mgr	**13**	3442	3614	3795	3985	4184	4393	4613
LPN/Hlth Ed Del Spec	**12**	3278	3442	3614	3795	3985	4184	4393
CHOW II/WIC Certifier	**11**	3122	3278	3442	3614	3795	3985	4184
CHOW I/CH Worker	**10**	2974	3122	3278	3442	3614	3795	3985

3. Effective January 1, 2010, the salary steps and monthly salaries for classifications within the bargaining unit shall be as follows:

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Dental Hygienist/WIC Lead Nutritionist	**18**	4513	4738	4975	5224	5485	5759	6047
Public Health Investigator/CD Investigator/Beh Hlth Spec	**17**	4298	4513	4738	4975	5224	5485	5759
Health Educator/Case Manager/Nutritionist	**16**	4093	4298	4513	4738	4975	5224	5485
CD Counselor	**15**	3898	4093	4298	4513	4738	4975	5224
(no positions)	**14**	3713	3898	4093	4298	4513	4738	4975
Infant Case Mgr	**13**	3536	3713	3898	4093	4298	4513	4738
LPN/Hlth Ed Del Spec	**12**	3367	3536	3713	3898	4093	4298	4513
CHOW II/WIC Certifier	**11**	3207	3367	3536	3713	3898	4093	4298
CHOW I/CH Worker	**10**	3054	3207	3367	3536	3713	3898	4093