

Collective Bargaining Agreement
between
Spokane Regional Health District
and
Professional and Technical Employees, Local 17



January 1, 2012 – December 31, 2015

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SRHD POLICIES – Refer to the employee handbook on the SRHD intranet for policies that apply to all agency employees.

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to regulate the terms and conditions of employment for represented employees of the District. Specifically, the purposes of this Agreement are to 1) Promote harmonious relations between the District and the Union, Local 17 in an environment of mutual respect and cooperative problem-solving; 2) Establish rates of pay, hours of work and other conditions of employment; and 3) Establish equitable and peaceful procedures for resolution of differences in order to facilitate the implementation of the Spokane Regional Health District mission and vision statement.

ARTICLE 2 – BARGAINING UNIT RECOGNITION

Section 2.1 - Recognition of Bargaining Unit. The District recognizes Local 17 as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours of work, and other working conditions. The bargaining unit shall include all regular full-time and part-time employees, including project employees, exclusive of Nursing Classifications covered under the Washington State Nurses Association/SRHD bargaining agreement, and exclusive of supervisory and confidential personnel of the District, as cited in PECB Decision 7366-B, or as amended throughout the life of the Agreement.

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

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

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

Section 2.4 - Regular Full-Time Employee. Regular full-time employees are those who successfully complete the six (6) month probationary period with no break in service in positions established as regular positions, who regularly work forty (40) hours per week.

Section 2.5 - Regular Part-Time Employee. Regular part-time employees are those who successfully complete the six (6) month probationary period, who work less than eight (8) hours per day and/or forty (40) hours per week, on a regular basis throughout the calendar year. Unless otherwise stated, all provisions of this Agreement that refer to a regular employee shall be applied equally to both regular full-time and regular part-time employees.

Section 2.6 - Probation Period. The first six (6) months of an employee's employment with the District at an FTE of .40 (16 hours per week) or higher shall be deemed the employee's probation period. The probation period for an employee working less than .40 FTE will extend for nine (9) months or four hundred twenty (420) hours, whichever comes first. The probation period shall be extended by the number of work days missed if a probationary employee misses more than fifteen (15) work days due to illness, accident, or other authorized leave. All efforts will be made to assist probationary employees in successful completion of probation. Unless the District has notified the probationary employee of unsatisfactory performance leading to transfer, lay-off, termination, or extension of probation, probationary employees who continue their employment with the District shall become regular employees after six (6) months following their date of hire. If the District believes the employee's unsatisfactory performance may be corrected by additional training or time on the job, the probationary period may be extended for a period of time not to exceed three (3) months. During the probation extension the District will provide the employee with areas of needed improvement, and offer additional training as needed.

Section 2.7 - No Unilateral Changes. The District agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement, unless required by law, at which time the District will notify the bargaining

unit representative a minimum of thirty (30) days prior to implementation in order that the Union may wish to discuss and review the proposed changes with the District.

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

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

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

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

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

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

ARTICLE 3 – EMPLOYEE RIGHTS

Section 3.1 - Right to Representation. Employees covered by this Agreement shall have the right of a Local 17 representative or steward in any meeting regarding disciplinary consideration and/or action contemplated by the District. Requests for representation at other types of meetings will be considered on a case-by-case basis and, requires pre-agreement by a representative of Human Resources or designee. Prior to any meeting regarding the decision of any disciplinary action (as listed in Section 3.5) of the employee, the District shall notify the affected employee of the nature of the meeting. The District shall permit the employee reasonable time to arrange for participation of Local 17 representative or steward, as is appropriate and timely to the situation.

Section 3.2 - Personnel Files. Employees covered by this Agreement, or their authorized representative, shall have the right to examine their personnel file or applicable file contents. This review will take place in the Office of Human Resource Services with an appropriate Human Resource Services representative present. Personnel file review can typically be granted at the time of the request, however, depending upon the depth of the file review or due to Human Resources workload demands, up to two work days notice may be required.

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

In accordance with Washington State records retention regulations, originals of all personnel records, including all personnel file contents will be retained by the Office of Human Resources during the course of an employee's employment and for at least seven (7) years after an employee's separation date.

Any information about the employee in the personnel file that is found to be false shall be removed from the file, and retained in Human Resources under separate cover with an explanation as to why the information was purged from the file. The employee may utilize the grievance procedure, if necessary, to effect removal.

Section 3.3 - Union Representatives. The Union shall have the right to appoint a total of seven (7) stewards. The Union will notify the District in writing of the identity of the

stewards within a reasonable time after the execution of this Agreement and within thirty (30) days of any change.

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

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

The Union shall designate a maximum of two (2) bargaining unit representatives to serve as the initial contact person(s) for Labor-Management communications. The Union will notify the District in writing of the identity of the contact person(s) within a reasonable time after the execution of this Agreement and within thirty (30) days of any change.

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

- A. Investigatory meetings;
- B. Negotiation meetings between the defined negotiation team members and representatives of the District during regular work hours; a total of four (4) employees may participate in these meetings and will be compensated by the District. This shall not limit the number of participants paid by IFPTE Local 17 or participating in accordance with Article 19 of this collective bargaining agreement;
- C. Contact between employees and stewards regarding a grievance;
- D. Labor-Management Committee Meetings: A total of seven (7) employees may participate in these meetings, provided that they each receive permission from their managers. Permission shall not be unreasonably withheld;
- E. Posting Union notices and communications during authorized breaks or lunches;
- F. Transmitting authorized Union communications to the District or its representatives;
- G. Consulting with representatives of the District and/or the designated Union contact person(s) concerning any provision of this Agreement. The Union agrees to limit and carry out these functions at times that are least disruptive to the District.

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

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

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

- a. Verbal Counseling

- b. Performance Improvement Plan/Written Warning
- c. Suspension
- d. Demotion
- e. Termination

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

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

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

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

Section 3.7 - Union Bulletin Boards. A bulletin board space shall be made available on each floor, accessible to bargaining unit employees, for the posting of Local 17 information.

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

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

Section 3.10 – Other Union Activities. Any Local 17 member-leader, who requests time off for Union activities required as part of an elected Union office, shall be granted such release time if the request is made with sufficient advance notice such that the District's operations are not jeopardized.

Local 17 members who request release from scheduled work time in order to participate in Union-sponsored activities may be approved for such release provided sufficient notice is given so as not to inconvenience the District's operation. The employee may elect to use vacation or comp time but otherwise shall not be compensated by the District for such time off.

Section 3.11 - Contract. The Union will provide copies of this Agreement and Union related materials to the District for distribution to current employees (upon ratification), and to new employees, upon their hire.

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

ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 - Union Security. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union, and any employee hired or assigned into the bargaining unit as defined in Article 2 of this Agreement shall, on or after the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

Section 4.2 - Dues Deduction. The District agrees to deduct from the paycheck of each employee, who has so authorized it, regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The District recognizes the performance of this function as a service to the Union. Those individuals paying Agency fees will be afforded payroll deduction the same as Union members.

Political Action Committee Voluntary Donations: The ability to deduct PAC donation from the employee's paycheck. The Employer will recognize employee authorization for deductions from wages, if in compliance with state law, to be transmitted to IFPTE Local 17 PAC. No deduction shall be made which is prohibited by applicable law.

Section 4.3 - Hold Harmless. The Union agrees to indemnify and save harmless the District from any and all liability arising out of this Article.

Section 4.4 - Religious Exemption. Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

Section 4.5 – Enforcement. Failure by an employee to abide by the afore-referenced provisions shall constitute cause for termination of such employee; provided, however, it shall be the responsibility of the Union to notify the District in writing when it is seeking termination of an employee for non-compliance with Section 4.1 and 4.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Termination Letter" to Human Resources and the affected employee. Accompanying the termination letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 4.1 and 4.2.

- The contents of the "Request for Terminate Letter" shall specifically request the termination of the employee for failure to abide by Sections 4.1 and 4.2, but provide the employee and the District with thirty (30) calendar days written notification of the Union's intent to initiate termination action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, Human Resources shall give notice in writing to the employee, with a copy to the Union that the employee faces termination upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Termination Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to Human Resources any information relevant to why the District should not act upon the Union's written request for the employee's termination.
- In the event the employee has not yet fulfilled the obligation set forth within Section 4.1 and 4.2 within the thirty (30) calendar day period noted in the "Request for Termination Letter," the Union shall thereafter reaffirm in writing to Human Resources, with a copy to the affected employee, its original written request for termination of such employee. Unless sufficient legal explanation or reason is presented by the employee why termination is not appropriate or unless the Union rescinds its request for the termination, the District shall, as soon as possible thereafter, effectuate the termination of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify Human Resources in writing, with a copy to affected employee. If the Union has reaffirmed its request for termination, Human Resources shall notify the Union in writing, with a copy to the affected employee, that the department effectuated the termination and the specific date such termination was effectuated, or that the District has not terminated the employee, setting forth the reasons why it has not done so.

The District will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining units to sign a form with a copy to the Union that will inform them of their bargaining unit status.

Section 4.6 - Bargaining Unit List. Within thirty (30) days after execution of this Agreement, and during the months of January and July thereafter, the District will provide the Union with a current listing of all employees within its bargaining unit. Such list will include the employee names, addresses, phone numbers, classification, and date of employment in a bargaining unit position and FTE. At the beginning of each month, the District shall provide to the designated Bargaining Unit Leader and to the office of Local 17, an update with names of any employees who have moved into or out of the

bargaining unit during the previous month. Newly hired employees names shall also list the same information provided on the twice-yearly roster.

ARTICLE 5 – MANAGEMENT RIGHTS

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

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

ARTICLE 6 – COMPENSATION

Section 6.1 - Cost of Living Adjustments (COLA).

2013: Effective January 1, 2013: Zero (0) Cost of Living Adjustment

2014: The parties agree to re-open the contract for COLA negotiations.

2015: The parties agree to re-open the contract for COLA negotiations.

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

If any employee has met the longevity requirements for Year 10, 15, or 20, but because of a promotion, reclassification or other upward class specification movement has not reached step 6 of the salary schedule when he/she would have been eligible for a Year 10, 15, or 20 increase, the 2.5% increase amount will be added to his/her base wage at the step that he/she is currently at and the employee will not move to the higher step. For example, if an employee is at step 5, but has 10 years of continuous employment he/she will receive an additional 2% at both step 5 and step 6 and will remain at step 6 until he/she meets the longevity requirements for Year 15.

Section 6.3 - Y-Rating. If an employee's salary has been y-rated as the result of a demotion, downward reclassification, the 2004 compensation project, or other salary action, he/she will not receive any increases until the salary range in which the employee's classification has been placed exceeds the employee's y-rated salary. However, a y-rated employee will receive a partial COLA if the other portion of the COLA will bring the employee's salary above the y-rating amount. For those employees who are Y rated as of 1-1-05 and have been receiving the longevity lump sum will receive on a non-precedent setting basis the lump sum longevity pay of \$25.00 for 10 years or \$50.00 for 15 plus years, until such time as their salary reaches above the y-rated amount. At that time the employee will receive appropriate year step increases.

Section 6.4 - Step Progression. Under normal circumstances, each employee hired into a bargaining unit position shall be placed on Step 1 of the applicable salary range and shall progress to Step 2 after six (6) months for full-time employees and 1040 hours for part-time employees providing the employee has successfully completed his/her probation. Step progression to Step 2 of the salary range will be delayed if the probationary period needs to be extended for performance issues. Consideration for initial placement above the first step shall be given when an applicant is shown to possess experience and/or qualifications that exceed the minimum qualifications set forth in the specification for that job class. Employees who are initially hired at a higher than first salary step, shall not advance to the next step until twelve (12) months after his/her initial date of hire. Step progression shall be one step annually for full-time employees and 2080 hours for part-time employees.

Section 6.5 - Step Placement on Promotion. Employees promoted to positions within the bargaining unit shall be placed on the step in the higher level range that constitutes an increase, provided that employees promoted within two (2) months or less prior to their annual step increase shall be placed two (2) steps above their pre-promotion rate.

Effective January 1, 2005, the minimum one step promotion increase will be five percent (5%) higher than the employee's pre-promotion rate. In all instances following promotion, the employee's annual step increase date will be adjusted based on the employee's date of promotion.

Section 6.6 - Bilingual Pay. Employees who do not have bilingual job responsibilities as a typical duty of their class specification and who provide bilingual, interpreter and/or translation services to the District for meetings, trainings, client services or other events that typically exceed fifteen (15) minutes in duration shall be compensated \$1.00 per hour above their base rate.

Section 6.7 - Mileage Reimbursement. Employees driving their own vehicle on District business shall be compensated at the IRS rate for all miles driven that are related to employment, not including commute time. Payment rates shall be effective upon date of implementation for any IRS adjustments. The health district is committed to expanding creative options for parking and reducing unnecessary trips to the office including telecommuting, beginning or ending shifts in the field, exploring options for shared parking spaces and other such options.

Section 6.7.1 – Car Maintenance. Employees who have been reimbursed for three thousand (3000) miles during the previous year shall receive up to seventy-five dollars (\$75) for any auto rental charges incurred while the employee's car is undergoing maintenance. For employees who are required to use their own vehicle as per section 6.7 of this agreement will be allowed up to two (2) hours every two (2) calendar months in order to have regular scheduled maintenance performed to their personal vehicle. The 2 month period will be static January-February, March-April, May-June, July-August, September-October, November-December. The 2 hours can be split up during the 2-month time frame. Employees shall be required to conduct District work while waiting for their vehicles. The employee will be responsible to obtain supervisory agreement as to the timing of the maintenance during work hours.

Section 6.7.2 - Vehicle Emergencies. If an employee becomes stranded away from the office because his/her vehicle becoming inoperable or for other reasons outside of the employee's control, and the employee has no other means of assistance (i.e. A.A.A., family member at home, etc.) the District will make every reasonable effort to promptly respond by dispatching another District employee to transport the employee to work, home or other designated site as requested. The employee will also be allowed a reasonable amount of time to arrange for appropriate vehicle-related services/repairs during that work day and can make-up those hours utilizing flex time, vacation, or compensatory time as agreed to by the employee's Program Manager.

Section 6.7.3 - Use of District Vehicles. Bargaining unit members shall be eligible for use of any District owned or leased motor vehicles in accord with District direction and assignment, on the same basis as other District employees. Such assignments shall be equitably given.

Section 6.8 - Pay Period. The salaries and wages of the bargaining unit shall be paid semi-monthly on the 15th and last working day of each month. Whenever the 15th falls on a non-working day, pay will occur on the last scheduled working day prior to the 15th.

Part-time (less than 40 hours per week) employees shall be paid on an hourly basis based on actual hours worked.

Full-time employees shall be paid based on their monthly salary divided in two equal payments, regardless of actual hours worked. Exceptions will only occur when the employee goes into a Leave Without Pay Status, or begins or leaves employment in the middle of a pay cycle.

Section 6.9 - Work Out-of-Classification. Whenever an employee is assigned in writing to perform a majority of the duties and accept a majority of the responsibilities for an employee at a higher paid classification for a period of fifteen (15) consecutive workdays or longer, she/he shall be paid at the higher paid classification rate for all time working such duties and accepting such responsibility. Such an employee shall be placed at a step on the higher scale that provides for at least a five (5%) percent increase if there is at 5% differential between step six of the salary ranges. If the employee does not qualify for longevity steps he/she shall be paid at a maximum of step 6 of the higher classification. Employees who are eligible for longevity shall be paid longevity in accordance with 6.2 and 6.5 of this Agreement. Proper authority by a manager outside the bargaining unit shall assign such responsibilities. Employees so assigned shall progress through the steps of the out-of-class assignment on their "step increase date". Employees who have not received assignments in writing, but who believe they are performing higher level functions than typically performed by their job classification may request that Human Resources review and evaluate their work for a potential temporary appointment to a higher classification.

Section 6.10 - Lead Worker Pay. Whenever an employee who is performing the same duties as other employees in their program and class specification is assigned limited supervisory duties, which does not justify reallocation to a supervisory classification, the Director or Program Manager may designate the employee as a Lead Worker. Such Lead Workers perform work under the direction of a Program Manager who may not be present to give constant supervision because of duties and assignments in other areas. In situations where the Program Manager is out of the area but available, or for limited periods where decisions can be deferred until his/her return (i.e. lunch, breaks, meetings); Lead Worker designations will typically not be made.

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

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

Section 6.11 Site Lead Pay. In programs that work in a fixed offsite location, a site lead may be selected by the Program Manager to provide daily oversight in the absence of an on-site Program Manager. Typical duties may include serving as liaison to the landlord agency, assisting with staff training, leading program meetings, communicating staff/scheduling needs, and providing technical leadership expertise to staff. All Site Lead Pay designations will be in writing to Human Resources with approval by the Program Manager and Director.

Designated Site Leads shall receive a two dollars (\$2.00) per hour premium for all time assigned as a Site Lead.

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

Section 6.13 - Return to Classification. If an employee is returned to the higher class which the employee had to leave due to a downward reclassification, the employee shall be compensated per section 6.5 – Step Placement on Promotion, or placed at the same step he/she held prior to downward reclassification, whichever is greater.

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

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

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

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

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

Section 6.17 - Voluntary Downward Reclassification & Involuntary Demotion. Employees taking a downward reclassification to a class having a lower pay rate, or demoted involuntarily, will receive one of the following two compensation changes that is

most advantageous to the employee. A downward reclassification, or demotion in lieu of layoff, shall be considered a voluntary downward reclassification:

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

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

Section 6.18 – Cellular Phone Allowance: Employees required to carry a cell phone for SRHD business use will be issued a District cell phone, sign a cellular phone agreement, and the phone will be paid for by the employee's program. However, under the following circumstances, employees may be offered a monthly cell phone allowance in lieu of an SRHD provided phone:

1. The employee is required to be available by phone outside of regular business hours and off of SRHD property; and
2. The SRHD 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 SRHD 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. In the event the employee terminates his/her employment prior to the 16th of the month in which the phone has already been paid for, a pro-rated adjustment of \$17.50 will be made on the employee's final paycheck.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 7.1 - Basic Work Week/Day. The basic workweek is forty (40) hours of consecutive work. The regular hours of work each day shall be eight (8) consecutive hours, except for interruptions for break periods and a one-half to one-hour lunch period, depending on scheduled work hours. The basic workweek can also include flex/alternative schedules as described in Section 7.6.

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

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

If an employee's schedule needs to be temporarily changed to accommodate special programs or unusual circumstances (e.g. fairs, clinics), the employee shall be given at least three (3) work day's prior notice of such change of work schedule. When work is performed on an employee's regularly scheduled day off for such temporarily adjusted work schedules, it shall be the employee's option to work his/her regularly scheduled hours for that day (so that another full work day may be flexed off that work week) or flex his/her work week to accommodate those extra hours. When flexing the work week as described above is not possible due to workload demands, the employee will be compensated, at the employee's option, either overtime or compensatory time at time and one-half (1 1/2x) the employee's regular rate of pay.

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

Section 7.2 - Overtime/Compensatory Time. All IFPTE job classifications are non-exempt and covered by overtime provisions as defined by the Fair Labor Standards Act. Accordingly, the following contract language shall apply to all IFPTE staff without exception. Work in excess of forty (40) hours per week should be minimized. The employee may adjust their work schedule within the work week that excess hours are worked in order to maintain a forty (40) hour workweek. All work in excess of the basic regularly scheduled work shift or work day, except work performed in accordance with flexible scheduling, must be properly authorized and shall be compensated for in cash or in compensatory time at the rate of one-and-one-half (1-1/2) times for all overtime hours worked, at the employee's option.

Employees who earn compensatory time may accrue up to a maximum of 120 hours (80 hours of actual work). Compensatory time may be taken at times mutually agreed to by the District and employee. Employees who leave the District with unused earned compensatory time will be paid for those hours in their final check at the employee's regular hourly rate in effect during the final month of employment.

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

Except in situations as described above, if an employee works in excess of forty (40) hours in a work week without a manager's authorization, the employee will be compensated for that time through overtime or compensatory time at the District's discretion. However, the employee may face disciplinary action for working unauthorized hours.

Section 7.3 - Rest Periods. Each employee's work schedule shall provide for a fifteen (15) minute rest period during each four (4) hour shift. Rest periods may not be accrued or used at the end of an employee's shift for the purposes of leaving early or extending a lunch period. Any unused break periods will be forfeited.

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

Section 7.5 - Standby Duty: Standby Duty occurs when an employee is required to remain in geographical "range" of a pager and/or telephone in order to provide expert event response as the "first point of contact" during evenings, week-ends, or holidays. There may also be minimal regular duties involved, such as checking in via telephone.

Employees who are required to perform Standby Duty in a given week, will record 2 hours of Standby Pay during that week of responsibility, even if less time is used. If more than 2 hours are spent during this timeframe, the actual time over the 2 hours Standby Pay will be recorded either as over-time, or as regular time (if the additional hours are flexed during that week). The health district agrees to reevaluate the 2 hour standby pay in January 2009 to assess whether 2 hours adequately covers actual time spent on standby.

Taking calls in the evening or on the weekend by non-Duty Officer staff should be recorded at 2 hours minimum each day, if call requires action beyond a short conversation (2-3 outgoing calls). Duty Officer should always be first point of contact and not involve other staff, unless necessary.

This language does not apply to employees who may be called back to work, but who have no obligation to remain in a certain geographical range in order to provide expert response as the "first point of contract." In the case of these employees, Call Back language will apply, (see Section 7.6.)

Section 7.6 - Emergency Call-back. Whenever an employee is called back to work after completion of his/her regular workday or workweek, at the employee's choice, she/he shall be compensated at the rate of one and one-half time (1 ½) times the actual hours worked in cash or compensatory time or with supervisor approval, flex time. Any work required outside normal scheduled work hours in relation to the emergency call back will be paid at the rate of one and one-half (1 ½) times the actual hours worked, irrespective of total hours worked for the week.

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

Section 7.7 - Flex/Alternative Schedules. An employee may request a change of hours or schedule or consideration of a flex-shift/alternative schedule, and both parties will investigate the feasibility of the request. Flextime/alternative schedules will be allowed where mutually agreed to by both parties at the time of hire, or during the course of employment. Agreed upon terms for flex/alternative schedules shall be in writing. The Union retains its right to negotiate the terms and conditions of an alternative schedule.

ARTICLE 8 - PROMOTIONS AND TRANSFERS

Except where reassignments are made by the District, vacancies created within job classifications covered by this Agreement by virtue of separation or newly created positions shall be posted in work areas, Human Resources, the employee lunchroom, and the District's website for not less than five (5) consecutive working days.

- The posted job bulletin shall include additional information describing the job, the required and the desired qualifications for it, and required application materials and deadlines for the information of the applicants. A separate application must be made for each position and submitted to Human Resources. Employees who have submitted application materials for other District job openings within the prior 6 month period may submit a request to copy their most recent application, rather than submit a new application.
- An employee who is on paid leave during the posting period may apply for any open positions during that leave period or shall be permitted to make application within three (3) working days after returning to work, unless interviews have already been conducted and a successful candidate has been identified, a job offer has been made, or the position has already been filled.

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

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

ARTICLE 9 - REDUCTION IN HOURS

Section 9.1 Definitions:

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

Program is defined by District budget/program code.

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

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

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

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

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

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

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

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

ARTICLE 10 – LAYOFF AND RECALL

Section 10.1 Notification: If reduction-in-force is contemplated due to budget constraints or good faith reorganization, the District shall notify the Union.

Section 10.1.1 If a RIF is determined to be probable, the Program Manager will meet with the affected employee(s)/programs – and if requested, a steward or Union representative – to discuss the reduction(s), what programs/job titles are being affected, and their anticipated end date.

Section 10.2 Comparable Vacancies: Employees who may be affected by the RIF that wish to be considered for other employment opportunities within the District prior to their layoff, will request a Transfer to Comparable Vacancy form from their manager or Human Resources. The employee will complete this form including current job title, FTE, program etc. and submits it to Human Resources where it is held for future vacancy comparisons. Human Resources will keep an updated list of all temporary and probationary employees, additional hours, and vacant positions that are available.

Section 10.3 Employees Considered for Vacancy: During any probable RIF scenario, all new hires, requests for new positions and/or vacancies must be pre-approved by Human Resources. When requests are received in Human Resources, they will be reviewed and compared with the Transfer to Comparable Vacancy forms received from staff. If a job match is determined, the employee(s) and hiring manager will be notified. If the employee wishes to be considered for this position, they will need to notify Human Resources within 48 hours following notification of their desire to be interviewed for the position. If the manager determines the employee is a suitable match for the position, he/she will be transferred to the new position without any further competitive hiring process.

Section 10.4 In the event layoff of bargaining unit employees is unavoidable, the District shall identify the program from which hours must be cut. From within the program identified, regular employees in a single job class shall be laid off in the inverse order of their District seniority and their ability and qualifications to immediately perform remaining work within the classification within a reasonable time frame, typically not to exceed fifteen (15) working days, regardless of their respective FTE status.

Section 10.5 Layoff in Inverse Order by Program

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

Section 10.5.1 The employee previously held the regular or project position of the least senior employee within the same or lower class specification series; OR

Section 10.5.2 The employee meets the minimum qualifications and essential functions of the regular or project position of the least senior employee within the same class specification that the employee currently holds; OR

Section 10.5.3 The employee holds a position within the Administrative Assistant series and meets the minimum qualifications and essential functions of the least senior employee within the AA classification series: AND

Section 10.5.4 The employee has the necessary skills and abilities to immediately fulfill a qualification assessment by the Program Manager of the requirements of the current position description wherein all decisions rendered are final; AND

Section 10.5.5 The employee assumes the budgeted FTE of the new position.

Section 10.6 Future positions may be included should the positions prove to be beneficial to both the employees and the Health District. Future positions will be explored during Labor/Management meetings. However, new positions will not be added during any planned layoff period.

Section 10.7 Probationary/Temporary Employees: No layoff or reduction to lower classifications shall be executed so long as there are probationary or temporary employees serving within the affected classifications in the program being impacted by layoff.

Section 10.8 Whenever possible, employees subject to layoff shall be given thirty (30) calendar days written notice, but at least twenty (20) calendar days prior to the layoff. Employees subject to layoff as well as least senior employees who may be bumped out of their positions shall be given simultaneous notice of the layoffs and any bumping rights. In the written notice, the District will identify positions for which the employee may be qualified to assume that are occupied by least senior employees. Each employee's certification, ability, experience, and required and desired qualifications described in the classification questionnaires shall be reviewed by the District in identifying other positions for the affected employee. The employee shall have five (5) working days after receipt of layoff notice and options, or receipt of classification questionnaires described above, to deliver their written response to the Office of Human Resource Services, identifying the priority of options selected. Nothing in this article prohibits the District from reassigning employees within a classification to best serve District needs.

Section 10.9 Position Openings: The District shall notify the employee, in writing, as to how the employee may access information on position openings during the two (2) years after his/her layoff.

Section 10.10 RIF Register: Employees who are laid off due to a reduction in force shall have their names placed on a reduction in force register in the order of their seniority as described in this article. No applicant or existing employee shall be hired into any classification within the bargaining unit until all qualified employees within that

classification on layoff status have been given the opportunity to return to work, provided that the layoff period does not exceed two (2) years.

Section 10.11 Rights to Non-Recall Positions: Laid off bargaining unit members who have contacted Human Resources with an interest in any posted opening in any other classification for which they qualify will automatically be placed on the register for interview without loss of recall rights. Section 2.9 shall apply to employees who acquired regular status prior to layoff. Reinstatement rights after layoff are terminated by refusal to accept reappointment to the first vacant position in the classification in which regular status was held prior to layoff, or the passage of two (2) years since the last day of service.

The parties agree to re-open the contract for Article 10 negotiations in 2014 and 2015.

ARTICLE 11 – VACATION LEAVE

Section 11.1 – Use. After six (6) months of continuous service, vacation time, in portions of not less than fifteen (15) minutes, will be granted at the times requested by the employee and mutually agreed by their manager. If the workload makes it necessary to limit the number of employees on vacation at the same time, the manager will respond to vacation requests based on pre-determined criteria that have been chosen to ensure that vacations are approved in an equitable manner, to the best of the manager's ability. The criteria may include, but will not be limited to: the date the request was received, any history of taking vacation at that particular time, other non-vacation leave requests (such as FMLA or jury duty), and/or seniority. Part-time employees will accrue vacation hours on a pro-rata basis, rounded to the nearest one-fourth (1/4) of an hour, based upon the percentage of hours they are scheduled to work each week. Vacation is accrued on the last day of the month and may be used beginning with the first work day of the month after it is earned. Employees will have access to their vacation accruals at least once each month.

Section 11.2 – Accumulation. Vacation may be accrued to a total of two hundred forty (240) hours. Any vacation time accrued in excess of two hundred forty (240) hours must be used by December 31 of each calendar year or prior to retirement or termination/resignation. Time accumulated beyond these limits will be forfeited. Exception to the annual maximum accrual may be made under the following circumstances; vacation accumulations extensions shall only be considered when the employee has been unable to utilize his/her vacation time accrual due to the extenuating business circumstances. Extensions must be made in writing and require approval from the Division Director and Human Resources. There are no exceptions to the maximum vacation accrual of 240 hours at retirement or termination/resignation.

Section 11.3 – Work During Vacation. Any employee who is called into work while on vacation shall be paid for all hours worked during that vacation period at the rate of time and one-half (1-1/2) the employee's regular rate of pay, for a minimum of four (4) hours. Employees who are not required to work more than four hours, shall have the option of working the remainder of the day (up to their FTE), or taking the remainder of the day as

vacation. No employee shall be required to come into work while on vacation leave, other than in the event of a declared public health emergency.

Section 11.4 - Vacation Pay Upon Employment Separation. Any employee who is terminated by the District or voluntarily resigns their position shall be paid his/her straight-time rate for all credited hours of unused vacation time upon his/her termination. Probationary employees whose service is terminated before six (6) months of continuous employment are not eligible for payment of any accrued vacation credit.

Section 11.5 - Involuntary Separation. Any employee who has successfully completed probation and who is laid off, terminated, or otherwise separated from service with the District prior to taking his/her vacation, shall be compensated in cash for the unused portion of accrued vacation leave at the time of separation.

Section 11.6 - Vacation Accrual Rates.

Years of Continuous Employment	Hours Per Month
0 - 1	8.00
1 - 2	9.00
3 - 7	10.00
8 - 9	11.00
10 - 12	12.00
13	13.00
14 - 15	14.00
16 - 20	15.00
21 - 25	17.00

Vacation accrual rates are listed for regular full-time (40) hour per week employees.

Section 11.6.1 - New Employees. New employees will begin accruing vacation hours at their time of hire; however, they will not be permitted to utilize vacation hours during their probation period. Employees hired on or before the fifteenth (15th) day of the month will be given full accrual credit for that month. Employees hired on or after the sixteenth (16th) day of a month will begin accruing vacation hours the following month.

Section 11.7 - Credits for Previous Employment. The District may authorize vacation eligibility rate credit and/or accumulated sick leave credit and eligibility to newly hired regular or project employees for all accumulated service as a similar state employee or as an employee of one or more health districts within Washington State. Approval is contingent upon proof of such service; authorization shall be in writing and placed in the employee's personnel file. No employee is eligible for actual hours of accrued vacation except those earned with the District. No amount of reinstated sick leave eligibility shall be payable within the first six (6) months of unbroken service following re-employment.

Employees who become re-employed with the District shall be granted the monthly accrual rate that was earned at the end of the employee's previous period of employment, provided that such previous period of unbroken employment exceeded six (6) months, and that the end of that previous period was within twenty four (24) months of

the current re-employment date. Earned vacation hours shall not be payable within the first six (6) months of unbroken service following re-employment.

ARTICLE 12 – SICK LEAVE

Section 12.1 - Purpose and Accrual. Full-time employees working a forty (40) hour workweek will be credited with eight (8) hours of sick leave on the last day of each full calendar month worked. Part-time employees accrue sick leave on a pro-rated basis, rounded to the nearest 1/4 hour based upon the hours they are normally scheduled to work each week. All sick leave hours are credited on the last working day of each calendar month and are available for use on the first day of the month after they are accrued. Sick leave may be taken in increments of 1/4 hours and the accrual of sick leave hours is limited to 600 hours maximum.

Section 12.2 - Change in Hours. If the employee changes scheduled work hours during the month, accrual of sick leave will be based on their full-time equivalency on the last day of the month in which the leave is earned. For example, if the employee's scheduled work hours increase from sixteen (16) to twenty (20) hours per week on the 10th of the month, the employee will earn sick leave for that month based upon a twenty (20) hour workweek.

Section 12.3 - Conditions of Payment. Conditions for which sick leave is payable are limited to the following:

- a. When the employee is unable to work due to his/her illness, pregnancy or injury, or while receiving preventative health care.
- b. When approved by the manager as a "mental health" day.
- c. When an employee whose exposure to contagious disease or illness could jeopardize the health of fellow workers or the public if the employee were to attend work as scheduled.
- d. As additional bereavement leave, as approved by the employee's manager, when there is a death in the employee's family, or to attend funeral services for non-immediate family members. Sick leave taken for bereavement purposes, when there is a death in the employee's family, shall not be included in any wellness day calculation.
- e. When the child, spouse, live-in partner, or parent of an employee has a health condition that requires treatment or supervision. Child is defined as a biological, adopted or foster child, stepchild or legal ward under the age of eighteen (18), or eighteen (18) years or older who is incapable of self care because of a mental or physical disability.
- f. When a health condition in the family of the employee (other than a child as described above) requires the employee's presence.
- g. When an employee is sick while on paid vacation, sick leave shall be granted in lieu of paid vacation, provided the employee requests such sick leave in writing within two (2) working days after returning to work.

Exceptions to the above guidelines may be made by the Office of Human Resource Services in cases where the employee is able to demonstrate that payment of sick leave is necessary by reason of circumstance.

Where possible, the employee shall notify his/her immediate manager of the cause of absence at the beginning of any period of sick leave. The manager may require, with cause, a medical certificate indicating the nature of illness and necessity of absence from work. The District may also require a medical certificate indicating the employee's ability to return to work, including a listing of any limitations the employee may have. Falsification of a sick leave report may be grounds for possible disciplinary action.

Section 12.4 - Wellness Day. If on December 31, an employee has a minimum of one hundred forty (140) hours of accrued sick leave and has used thirty two (32) or less hours of sick leave during that calendar year, the employee shall be entitled to one (1) personal wellness day to be scheduled by mutual agreement during the next calendar year. Wellness days will not be carried over to the following calendar year unless an employee was denied the ability to take his/her wellness day during the year accrued, and the employee is unable to reschedule his/her wellness day on another day. The wellness day must be taken at one time and will be paid at the same number of hours for which the employee is regularly scheduled to work on the requested day off. An unused, accrued wellness day will be cashed out at the appropriate rate of pay upon resignation or retirement.

Any sick leave deducted from the balance of the employee's sick leave eligibility under Section 12.3 (d) or sick leave payoff under Section 12.7 or Section 13.3 and the Family Car Act when it is used concurrently with FMLA language will not be counted toward the employee's total usage of sick leave that year for purposes of Wellness Day eligibility.

Section 12.5 - Workers Compensation. Employees with a certified workers compensation related injury/illness may elect to use sick leave, vacation leave, or leave without pay to cover any absences related to their worker's compensation injury/claim.

Section 12.6 – Overpayment. The Union and the District agree that employees should not receive more than one hundred percent (100%) of their regular earnings during any leave time or recovery from an injury/accident. This includes earnings from all sources including: sick leave, jury duty pay, long term disability, worker's compensation payments, shared leave, vacation leave, and unemployment compensation. Whenever possible, the employee and the District will mutually agree upon a method of reduced payment or repayment when overpayment is anticipated or received. If a pre-agreement has not been reached and the employee does not return to work at the District, the employee will repay any overpayment from his/her final paycheck or vacation/sick leave payout at the time of his/her termination of employment. If there are not adequate funds to repay over compensation received, the District will provide the employee with a written explanation of all hours owed for repayment directly from the employee.

Section 12.7 - Sick Leave Payoff During Continued Employment. In January of each year of continued employment, each employee may request and be entitled to receive, a cash payoff for unused sick leave for the previous year, subject to the following:

- a. only the balance of sick leave in excess of four hundred eighty (480) hours is subject to payoff.
- b. only unused sick leave from the previous year (ninety six (96) hours maximum), less any hours actually taken as sick leave during the same year, is subject to payoff.
- c. the payoff rate is twenty five percent (25%) of the employee's base rate of pay during the last month of the previous calendar year.
- d. all hours paid off will be deducted from the employee's balance of sick leave eligibility.

Section 12.8 - Other Sick Leave Payoff. All employees with seven (7) years of service or more will be paid twenty-five percent (25%) of their accumulated sick leave upon separation from the District for reasons other than termination "for cause". The rate of payoff will be twenty five percent (25%) of the employee's base rate of pay during the last month of employment.

Effective January 1, 2008, sick leave will be capped at a maximum of 600 hours. Employees who have accrued sick leave balances above 600 effective 12/31/07 will be cashed out at twenty five percent (25%) of the amount of sick leave over that amount. The timing of this cash out will occur at the employee's discretion, either in January of 2008 or January of 2009 (with the understanding that regardless of which year they cash out there will be no additional hours accrued in 2008) . *termination (including layoff).

The reinstatement of sick leave to employees who are being re-employed by the District is limited by provisions of this Agreement. Employees who have formally retired, and who then are re-employed, are not entitled to any cash sick leave payoff on subsequent retirement, except that sick leave eligibility accrued during the current, unbroken period of employment.

If an employee leaves employment with the District and returns within one year, he/she shall be entitled to reinstatement of the previous sick leave balance.

No employee is entitled to sick leave payoff for reinstated sick leave eligibility that was earned during a previous period of employment, if the present period of unbroken employment is less than six months.

Section 12.9 - Bereavement Leave. Bereavement leave is a benefit provided in addition to sick leave. In the event of a death in the employee's immediate family – which is defined as the spouse or domestic partner, father, mother, mother-in-law, father-in-law, step-parent, foster-parent, a person who stood in loco parentis to the employee or the employee's spouse or domestic partner, brother, brother-in-law, sister, sister-in-law, step brother, step sister, child, step child, foster child, son-in-law, daughter-in-law, niece, nephew, grandparent, step-grandparent, grandchild, or step-grandchild of the employee or the employee's spouse or domestic partner, the employee will receive three (3) paid

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

Section 12.10 - Shared Leave. Shared leave permits employees to donate certain types of leave to another employee who is suffering from, or has a household member suffering from, an extraordinary or severe illness, impairment, or physical or mental condition which has placed the employee in a leave without pay status. If an employee has exhausted all available leave, including sick leave, vacation leave, personal holiday, compensatory time, and wellness pay hours, s/her will be permitted to request shared leave.

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

- a) Employees may donate vacation hours so long as their vacation accrual banks do not fall below 80 hours.
- b) There is no limit on the compensatory hours, wellness, or personal holiday hours that an employee may donate.

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

Section 12.11 - VEBA-MEP. If the District decides to offer a VEBA MEP benefit election option to retiring employees, the Local 17 bargaining unit members shall be considered as one employee group for election purposes. The Union shall be given written notification of the District's interest in implementing this benefit. The Union shall give written notice to the District of its bargaining unit's willingness to offer a VEBA MEP election to its members.

ARTICLE 13 - OTHER LEAVES OF ABSENCE

Section 13.1 - Military Leave. Any employee will be allowed time off with pay for active training in the U.S. Armed Forces, the Reserves, or the Washington Nation Guard, not to exceed fifteen (15) working days per year. Any additional authorized military leave will be charged to leave without pay or vacation leave, at the option of the employee. In accordance with applicable federal regulations and law, an employee will also be granted unlimited unpaid leave if required to serve on extended active duty as member of the U.S. Armed Forces or National Guard.

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

accrual, and return rights to employment and positions shall govern the employment conditions of such employees.

Section 13.2 - Jury Duty. Employees who are called to serve on jury duty or as subpoenaed witnesses for District business will be compensated at their regular rate of pay beginning the first date requested to report for duty. Employees are encouraged to fulfill their civic responsibility to their community by serving on a jury when called upon for service in district, federal, or superior court or as a member of a grand jury. Regular status and project status employees will be compensated for their time away from their scheduled work days up to a maximum of twenty (20) working days per a twenty four (24) month period. Jury duty days do not count as days worked for purposes of computing overtime, and the juror must return to work if there are two (2) or more hours left in their work day prior to or following jury duty for that day.

Employees called to jury duty will provide a copy of their jury duty notification within seven (7) working days following receipt of their initial notification. Employees are required to remit a personal check in the amount of the court-paid per diem to the District upon its receipt so that income from both sources (not including mileage or parking) does not exceed the salary for his/her regular FTE.

13.3 Family and Medical Leave

Section 13.3.1 Eligibility: To be eligible for FMLA benefits, an employee must have been employed by SRHD for at least twelve (12) months and have worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave. Periods of approved military leave should be counted when calculating these hours of service requirements for FMLA leave.

Section 13.3.2 Qualified Leave Reasons: SRHD will grant FMLA leave to eligible employees for the following reasons:

1. Birth of a child; or
2. Placement of a child for adoption or foster care; or
3. Care for a spouse, domestic partner, parent, biological, adopted or foster child, stepchild, or a legal ward, loco-parentis with a serious health condition who is under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability; or
4. The serious health condition of an employee; or
5. For a “qualifying exigency” relating to the active-duty status or call to active-duty in the armed forces of a spouse/domestic partner, son, daughter, or parent of the employee, including those contingencies set forth in the applicable regulations, summarized as follows:
 - short-notice deployment;
 - military events and related activities;
 - to arrange for childcare, or provide childcare on an urgent basis, or for school activities;

- to make financial or legal arrangements; to attend counseling;
 - to spend time with the service member while on short-term leave;
 - for post-deployment activities;
 - for other activities in accordance with the regulations.
6. Care for a family member or next of kin who is a member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status on the temporary disability retired list, for a serious injury or illness.

Section 13.3.4 Length of Leave: Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any 12-month period (which period is measured backward from the date an employee uses any FMLA leave). Each time an employee takes FMLA leave, the remaining leave entitlement equals the balance of the 12 weeks that has not been used during the immediately preceding 12 months.

Where both spouses or both domestic partners are employed by SRHD, they are each entitled to 12 weeks of FMLA leave for the birth and care of their newborn child, or for the case and placement with them of a child for adoption for foster care.

An eligible employee who is the spouse/domestic partner, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of FMLA leave during a 12-month period to care for the service member. The leave in this paragraph shall only be available during a single 12-month period, though that leave entitlement shall be applied on a pre-covered-service member, per-injury basis.

Section 13.3.5 Child Care Entitlement: An employee is entitled to leave for the birth of placement of a son or daughter for a period up to twelve (12) months from the date of placement or birth.

Section 13.3.6 Serious Health Condition: A serious health condition is defined as a condition requiring inpatient care at a hospital, hospice, or residential medical care facility, or continuing care by a state license health care provider. The term serious health condition is intended to cover conditions or illnesses affecting one's health to the extent that inpatient care is required, or absences are necessary on a recurring basis or for more than a few day for treatment or recovery. It is not intended to cover short-term conditions for which treatment and recovery are brief, since such conditions are covered by the District's sick leave policy. Examples of serious health conditions include heart attack, heart conditions requiring heart bypass or valve surgery, cancer, stroke, spinal injuries, back conditions requiring extensive therapy or surgical procedures, pneumonia, appendicitis, emphysema, severe nervous disorders, injuries caused by serious accidents, ongoing pregnancy, severe morning sickness, and needs related to prenatal care, childbirth, and recovery from childbirth. Consistent with the examples, voluntary or cosmetic treatments which are not medically necessary are not included unless inpatient hospital care is required.

Section 13.3.7 Spouses/Domestic Partners Employed by District: If a husband and wife, or domestic partners are both employed by the District, they are together entitled to the maximum number of work weeks of unpaid leave (12 or 26) within any twelve (12) month period of time.

Section 13.3.8 Notification of Leave by the Employee: An employee wishing to take foreseeable Family and Medical leave shall notify the District with a minimum of 30 calendar days notice by submitting a Family and Medical Leave Request Form. If the date of birth, placement, or medical treatment is less than 30 days, the employee shall provide the District with as much notice as is possible.

13.3.8.1 In the event of planned medical treatment, the employee shall make reasonable efforts to schedule the medical treatment so as not to unduly disrupt the operations of the District.

13.3.8.2 When the leave is unforeseeable based upon the unplanned medical treatment of the employee, employee's spouse, child, or parent, the employee shall notify the District of the leave within a reasonable period of time.

Section 13.3.9 Notification of Leave Approval by the District: In addition to verbal notification, the employee will receive written notification from Human Resources within fourteen (14) days of approval of Family Medical Leave. The notification will include the approved leave time dates, available leave accruals as of the last completed pay period and the procedure for accessing information on open positions during the employee's absence.

Section 13.3.10 Intermittent and Reduced Leave: In certain circumstances, employees may take intermittent leave or leave on a reduced leave schedule. Leave for the birth of a child, or for the placement of a child with the employee for adoption or foster care, shall not be taken intermittently or on a reduced leave schedule unless the District and the employee agree to the intermittent or reduced leave schedule. Intermittent leave or leave on a reduced schedule may be taken whenever medically necessary to care for a seriously ill family member or because of the employee's own serious health condition.

13.3.10.1 Leave taken on a reduced or intermittent schedule shall not result in a reduction in the total amount of leave to which the employee is entitled. Actual time taken on a reduced or intermittent schedule shall be subtracted from total available leave time.

13.3.10.2 If an employee requests intermittent or reduced leave that is foreseeable based on planned medical treatment, the District may require the employee to temporarily transfer to an available alternative position that has equivalent pay and benefits, and better accommodates recurring periods of leave than the employee's regular position.

Section 13.3.11 Certification of Leave: The District may require certification issued by a health care provider of the employee, or of the spouse, son, daughter, or parent of the employee, as appropriate.

13.3.11.1 Certification for a serious health condition of the employee shall state the date on which the serious health condition commenced, the probable duration of the condition, and the appropriate medical facts concerning the condition within the knowledge of the health care provider.

13.3.11.2 Certification for intermittent leave or leave on a reduced leave schedule shall include planned medical treatment, the dates on which such treatment is expected to be given, the duration of such treatment, the medical necessity of the intermittent or reduced leave schedule, and the expected duration of the intermittent or reduced leave.

13.3.11.3 Certification for a serious health condition of the employee's spouse, son, daughter, or parent shall include a statement that the employee is needed to care for the affected family member and the estimated amount of time that the employee is needed for such care.

Section 13.3.12 Second Opinion: If the District has a reasons to doubt the validity of the certification provided, it may require (at the District's expense) that the employee obtain the opinion of a second health care provider designated and approved by the District.

Section 13.3.13 Benefits While on Leave: As part of the leave, the employee shall use any accrued sick leave, compensatory time, annual (vacation) leave, and his/her personal holiday prior to going on leave without pay status.

13.3.13.1 During the period of Family or Medical Leave, the District will continue to pay the same portion of health and dental insurance, group life insurance, and disability insurance as the District paid prior to the employee going on leave.

13.3.13.2 If the employee has additional insurance premiums that he/she regularly pays (as a deduction from his/her paycheck), the employee will be responsible for continuing monthly payments for those costs.

13.3.13.2. When Human Resources authorizes personal leave, Human Resources will notify the employee in writing of any additional insurance premiums that may be due while on leave, including applicable due dates. Additional premiums must be received by Human Resources or post marked by the 15th of the month prior to the start of the continued coverage (i.e. September premiums would be due on August 15). Premiums should be paid by check or money order, written out to "Spokane Regional Health District." If additional premiums are not received, the employee's medical and/or dental benefits will terminate on the last day of the month for which the District has received premium payment, and the employee will receive COBA notification for continuation of SRHD medical/dental benefits on a self-pay basis for coverage beginning the first day of the following month.

Section 13.3.14 Return From Leave: Except as noted, any employee who takes Family and Medical Leave will be entitled to return to the same position held when the leave

commenced or, if that position is not available, restored to an equivalent position with equivalent benefits, pay, and terms and conditions of employment.

13.3.14.1 The employee's right to return to the previous position held does not apply if that position has been eliminated due to a bona fide reduction in work force, in which case the provisions of Article 10 shall apply.

13.3.14.2 The employee will not accrue sick leave or annual leave while on unpaid Family or Medical Leave.

13.3.14.3 An employee returning from leave may be required to bring certification from the employee's health care provider stating that he/she is able to resume regular work.

13.3.14.4 Any unpaid absence of less than thirty (30) calendar days will not affect the employee's step increase or vacation accrual date. An employee on unpaid family leave of thirty (30) calendar days or more will have his/her seniority, sick leave, and vacation accrual frozen and his/her step increase will be adjusted.

Section 13.3.15 Failure to Return From Leave: The District may recover any money paid to continue the employee's benefits while on unpaid leave if:

13.3.15.1 The employee fails to return from leave after the period of leave to which the employee is entitled has expired; or

13.3.15.2 The employee fails to return to work for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

13.3.15.3 The District may require the employee to provide medical certification issued by the health care provider of the employee, the employee's spouse, son, daughter, or parent (as appropriate), if the employee is unable to return from leave due to the continuation, recurrence, or onset of a serious health condition.

13.3.15.4 Arrangements to repay the District for benefit continuation must be made through District payroll.

Section 13.4 Military Spouse Leave: To the extent required by applicable law, up to fifteen (15) days of unpaid leave will be granted to a qualified employee (who averages twenty (20) or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which he/she is entitled for any part of the leave provided under this provision. The employee must provide to the District notice of his/her intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. (Reference RCW 49.77)

Section 13.5 Domestic Violence Leave: In accordance with applicable law, if an employee is a victim of domestic violence, sexual assault or stalking, the employee may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or to seek treatment by a health care provider, mental health counseling or social services assistance. An employee, who is a family member of a victim of domestic violence, may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, “family member” includes an employee’s child, spouse, parent, parent-in-law, grandparent, or a person who the employee is dating. (Reference RCW 49.79)

Section 13.6 Maternity Disability Leave: All employees may take Maternity Disability Leave for the disability related to her pregnancy or childbirth and recovery birth of a child. The employee must provide documentation from her health care provider testifying to the need and duration of Maternity Disability Leave.

Sick leave, vacation leave and any other accrued leave must be exhausted during Maternity Disability Leave prior to going on leave without pay.

Maternity Disability Leave may be in addition to any Family and Medical Leave that the nurse is eligible to receive, or may (at the employee’s discretion) be used concurrently with FMLA. If Maternity Disability Leave is used in addition to FMLA, it must be used prior to FMLA.

SRHD will pay its portions of medical and dental insurance premiums for the first month of the employee’s Maternity Disability leave.

The employee will pay both her portion and SRHD’s portion of medical dental insurance premiums for the entire duration of Maternity Disability Leave.

Thereafter, the employee will pay both her portion and SRHD’s portion of medical and dental insurance premiums for the entire duration of Maternity Disability Leave with the following exception:

SRHD will continue to pay its portion of medical and dental insurance premiums when the employee is using Maternity Disability Leave concurrently with another Leave, wherein SRHD pays its portion of medical and dental insurance premiums during the other leave.

Section 13.7 Family Care Act Leave. Regular and part-time employees who have accrued paid leave available and have a dependent covered under the Act with a qualified health condition, shall be eligible for Family Care Leave. An eligible employee is entitled to use any or all of the employee’s choice of accrued sick leave or other accrued paid time off to care for a legal spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, or to care for a child of the employee with a health condition that requires treatment or supervision if the child is either under eighteen years of age or older but incapable of self-care because of mental or physical disability. Family Care Act leave that also qualifies for FMLA and/or the Washington Family Leave Law shall be counted concurrently. The

duration of leave under the Family Care Act will continue as long as the employee has accrued paid time available and the family member has a qualified health condition.

Section 13.8 - Extended Disability Leave. Employees who have exhausted all sick, vacation, and any other accrued leave due to illness or other type of medical disability shall be granted disability leave in accordance with the Washington Law Against Discrimination. Such leave is in addition to any family/medical leave that the employee is eligible to receive and is limited to a maximum of six (6) continuous months, unless otherwise required by law.

Section 13.9 - Education Leave. After six (6) months employment, regular employees scheduled a minimum of thirty (30) hours per week are eligible for tuition reimbursement for classes directly related to the employee's current job or to meet other skill or position needs of the District. Undergraduate courses taken at Eastern Washington University or Washington State University will be reimbursed at the maximum amount per credit, not exceeding the lower of either university's resident tuition rate. The same reimbursement rate applies to courses taken at other four-year institutions. The rate of reimbursement will be dependent on the grade received for each course taken. The employee must receive a minimum of a C-level grade on each undergraduate class to be reimbursed for that course.

The employee must expect to be employed by the District at the time the course is completed. Pre-approval from the immediate manager must be received in order to take classes during regularly scheduled work hours or to otherwise alter the employee's work hours to participate. The employee cannot be on any type of disciplinary action at the District during the period for which reimbursement is requested.

Employees may be approved for up to \$1,000 in tuition reimbursement each calendar year, with a lifetime maximum of \$3,000.

If an employee voluntarily leaves the District prior to receipt of tuition reimbursement, the reimbursement will be forfeited. Employees who voluntarily leave the District prior to twelve (12) months following completion of completed and reimbursed course must reimburse the District the entire amount (100%) received for those courses. Employees who voluntarily leave the District between twelve (12) and twenty four (24) months following completion of the reimbursed course(s) must reimburse the District fifty percent (50%) of the reimbursement received for those courses.

Job-related training, such as conferences, workshops, correspondence training courses, video/audio training programs, and satellite training classes, are not included under education leave.

Tuition Reimbursement: The District recognizes the importance of allowing employees to increase their job skills by attending higher education institutions. Eligibility, guidelines, payment and repayment schedules, reimbursement criteria, funding and administration of the Tuition Reimbursement program is outlined in the District's current Tuition Reimbursement guidelines. Classes including distance learning at programs accredited

by a U.S. Department of Education approved accreditation agency are included in tuition reimbursement.

Job related training such as conferences, workshops, correspondence training programs, and satellite training classes are not included under tuition reimbursement.

Section 13.10 - Personal Leave. At the discretion of the District, an employee may be granted personal leave for education, Peace Corps, public health service duty, personal business, or as an extension of paid vacation. Educational leave must conform to the actual attendance at an accredited institution of higher learning. Extension of leave for personal business or paid vacation is limited to a maximum of thirty one (31) calendar days with no loss of benefits or position. A greater leave of unpaid absence may be approved, without District provided benefits at the discretion of management on a case-by-case basis. Employees shall be taken off the payroll for personal leave (including educational leave) greater than 31 days, and shall receive no benefits unless otherwise agreed. However, upon conclusion of a personal leave of 32 days up to six months, the employee shall be entitled to apply for SRHD positions with the same rights and consideration as an internal applicant for a period of 30 calendar days.

Section 13.11 - Leave Due to Inclement Weather. Employees who are tardy due to inclement weather are not required to use any leave if they arrive to their regularly scheduled shift within a reasonable amount of time or if they need to leave work due to inclement weather within a reasonable time before their shift ends. Such reasonable time period will be determined based on individual cases e.g., weather conditions, school lays, road closures etc. by the program manager or designee. For the purpose of this Section, school delays shall include school closures at the beginning or end of the day, provided that no more than 2 hours per day may be utilized for this purpose while the employee is addressing childcare issues.

In the event that an employee is absent from work for their entire scheduled shift for any circumstances *related* to the inclement weather, the entire shift shall be charged to the employees choice of vacation, comp time, sick leave or personal holiday. Flex time, with the Program Manager's approval may be worked to cover all or a portion of the inclement weather absence.

Other than described above, employees who need to leave work due to inclement weather are not required to use any leave time if they leave within a reasonable time before their shift ends. A reasonable time period will be determined on an individual case basis (i.e. severity of weather condition, road closures, etc.) by the Program Manager or designee or by the Health Officer.

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

Section 13.12 - Administrative Leave. An employee may be placed on administrative leave with pay for the investigation of charges of misconduct or wrongdoing or for

circumstances in which the District has reason to believe the employee is temporarily incapable of performing the functions of his or her job.

Section 13.13 - Return from Authorized Leaves. Employees who take family/medical leave or military leave will be entitled to return to the same or similar position held when the leave commenced, and in the same job class and numerical step in the pay range held immediately prior to the leave of absence. If the same position is not available due to a bona fide reduction in force or restructuring, the employee will be restored to an equivalent position with equivalent benefits, pay, and terms and conditions of employment.

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

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

Section 13. - Unauthorized Absence. An employee who fails to return from an authorized leave of absence within three (3) days of his/her scheduled return date or an employee who is absent from his/her position for a period of three (3) consecutive days without notice to the District may be terminated by sending a written notice via certified mail to his/her last known address. The postmark date of the mailed notice is considered the notification date and the effective date of termination. The termination may be challenged through the grievance and arbitration procedure.

ARTICLE 14 – HOLIDAYS

Section 14.1. Holidays for which the District shall compensate its regular, project, and temporary employees for *eight (8) hours pay are:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- *One (1) Personal Holiday (described below)

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

Part-time employees shall be paid on a pro-rated basis according to the hours they regularly work.

If the Health Officer declares an early release on any holiday, employees not previously scheduled off will be afforded the opportunity to leave work early on that day or have a choice of which day to leave work early (e.g., Christmas Eve or New Year's Eve). Employees who received prior approval for that holiday time off shall have the appropriate account (vacation, holiday, or comp time) credited for an amount equal to that authorized for employees to leave early.

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

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

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

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

Section 14.4 - Work on a Holiday. If any employee is required to work on an observed or actual holiday, that employee shall receive time and one-half their regular rate of pay for all hours actually worked, with a minimum of two (2) hours at the time and one-half rate, in addition to the holiday pay described above. Time shall be compensated in cash or in compensatory time at the rate of one-and-one half (1-1/2) times for all overtime hours earned, at the employee's option.

Section 14.5 - Personal Holiday. A regular or project employee who has been employed a minimum of four (4) months is eligible to earn one personal holiday per calendar year of employment. . A newly hired employee will be eligible to earn and utilize their Personal Holiday four (4) months after their actual date of hire. A bargaining unit member will be paid for each hour he/she would have been scheduled to work on the day that the Personal Holiday is taken and Personal Holiday hours must all be taken in one day. Personal holidays must be taken in the calendar year in which they are earned. If an employee is scheduled to work on a previously approved personal holiday, and the employee is unable to reschedule or chooses not to reschedule his/her personal holiday on another day, that employee shall receive one and a half times (1-1/2x) their regular rate of pay for all hours worked in addition to the holiday pay at their regular rate. Personal holidays will not be carried over to the following calendar year unless an

employee was denied the ability to take his/her personal holiday during the year accrued. Personal holidays that have not been taken prior to resignation of employment shall be forfeited.

ARTICLE 15-TELEWORKING

The District shall continue its practice of creating flexible conditions that allow employees to accomplish their work more effectively while promoting the District program goals by using telecommuting. Such agreements are a voluntary alternative work arrangement mutually agreed between the employee and his/her manager. All participants must complete a telecommute application, working agreement, and work site checklist as part of the approval process. Occasional teleworking may be allowed on an informal basis for project work, during convalescence from injury or illness, caring at home for a family member, during pregnancy and following childbirth, when reasonable commute avenues are blocked or when the primary worksite is inaccessible or uninhabitable.

ARTICLE 16 – RETIREMENT

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

ARTICLE 17 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

Step 2 - Division Director. If the grievance does not resolve at Step 1, the employee shall reduce the grievance to writing, identifying the specific provisions of the contract that have allegedly been violated, describing the specific and relevant facts of the issue, and stating the remedy being sought. The employee shall deliver the written grievance to the Division Director or his/her designee within five (5) working days of receiving the response at Step 1. The Division Director or his/her designee shall schedule a meeting within ten (10) working days of receipt of the written grievance. The meeting shall be held with the employee and the designated steward to consider the circumstances and merits of the grievance. The Division Director shall issue a written decision within ten (10) working days at the conclusion of this meeting.

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

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

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

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

If the parties cannot agree upon an acceptable arbitrator, the Public Employees Relations Commission shall be requested to submit a list of five (5) impartial arbitrators’ names. The parties will attempt to agree on the name of one of the panelist arbitrators. If no agreement is reached, both the District and the Union shall have the right to strike names from the panel submitted. The party requesting arbitration shall strike the first name, the

other party shall strike the second name, continuing until one name remains. The remaining person shall be the arbitrator.

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

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

ARTICLE 18 - NON-DISCRIMINATION

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

ARTICLE 19 - CONFERENCE COMMITTEE

A joint Labor-Management committee shall be established composed of a maximum of seven (7) representatives of the Union, including a Union Representative, and an equal number of representatives of the District to meet on a mutually agreeable basis to discuss issues of concern. The purpose of this committee is to foster improved communications between Management and members of this bargaining unit and to assist with resolution of problems. The committee shall address matters of a group or District-wide nature, rather than individual concerns, which are better addressed through the normal chain of command and contract enforcement procedures. Such discussions may include concerns that arise over application or interpretation of this Agreement. With Health Officers preapproval, a person outside of the normal labor management team may be invited to attend a portion of the meeting to discuss a specific item on the agenda.

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

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

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

Resource persons may be invited to participate in Labor-Management meetings to provide relevant information. If the resource person is a member of the Union, s/he would be included in the seven (7) approved Union representatives at that meeting and may be granted paid release time with the manager's and District's approval.

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

ARTICLE 20 – MEDICAL AND OTHER INSURANCE BENEFITS

Section 20.1 - Provision of Insurance Benefits. The District agrees for the life of this Agreement to provide paid medical, dental, vision, and life insurance benefits to its bargaining unit employees. The health district will make every effort to provide health insurance benefits to an employee and employee's children at an affordable cost and will make every effort to maintain the current level of benefits. Health District contribution rates shall be based on the lowest cost insurance option made available to any Health District employees (excluding Consumer Directed Health Plans (CDHP)).

Effective January 1, 2013 the District shall pay the following monthly contributions to PEBB Medical Plans. CDHP plans shall not exceed the actual cost of the premium:

Employee Only	\$ 554.00
Employee and Child(ren)	\$ 882.00
Employee and Spouse	\$ 834.00
Emp/Spouse/Child(ren)	\$1,132.00
Dental	\$ 120.00

If the District pays more for any other employee at the District for medical, dental, vision and life insurance benefits, the same increased amount shall be paid for the Union members. It is understood that if another employee group chooses an option the Union has rejected, it will not trigger this "me too" provision.

Spouses and adult children (18 to 26) are not eligible to participate in SRHD sponsored medical benefits if they have other employer sponsored medical benefits available, excluding high deductible medical plans.

The parties agree to re-open the contract for negotiation of Section 20.1 for the contract years 2014 and 2015.

Section 20.1.1 - Part-Time Employees. The District shall provide medical, dental, vision, and life insurance benefits for all regular or project employees working thirty (30)

hours per week (.75 FTE) or more on a regularly scheduled basis at the same level as full-time employees. Part-time employees working between twenty (20) and twenty nine and three quarter (29.75) hours per week will receive benefits on a pro-rated basis based on their FTE.

Section 20.2 - Retirees Medical. Beginning January 1, 2013, bargaining unit employees who are eligible for retirement benefits under PERS will be eligible for a retiree medical premium contribution. The District shall provide contributions for a maximum of five (5) years, regardless of the retirees age at the onset of participation. For 2013, the District will contribute \$400 per month into a Health Reimbursement Account (HRA) for each retired PTE member participating. If eligible under PEBB rules, the retiree may choose to use the HRA funds for reimbursement for payments made to the PEBB medical plan. If eligible, spouses may be insured on PEBB on 100% self pay basis. Retirees who are not eligible under PEBB retiree rules, or those who wish to participate in another medical insurance plan, may use the HRA funds for reimbursement to a medical insurance plan of their choosing (excluding plans where the premiums are already pre-tax). SRHD's HRA contributions may only be used for reimbursement of medical insurance premiums for the retiree, and will not be available for other medical costs. Eligibility for retiree premium contributions will cease when either: a) the retiree receives benefits for a maximum of five (5) years; the retiree becomes eligible to participate in other group coverage through subsequent employment or b) the retiree reaches Medicare eligibility.

Section 20.3 – Part-time employees. The District shall provide medical, dental, vision, and life insurance benefits for all regular or project employees working thirty (30) hours per week (.75 FTE) or more on a regularly scheduled basis at the same level as full-time employees. Part-time employees working between twenty (20) and twenty-nine and three quarter (29.75) hours per week will receive benefits on a pro-rated basis based on their FTE.

Section 20.4 - Employee Insurance Committee. The District will make no change in benefits, carriers, or coverage provided under the health and benefit plans, without first giving consideration to any and all proposed changes submitted by the Union through its local president and/or authorized representative. The Union may use District facilities to survey its membership concerning possible plan changes or modifications. Surveys shall be completed and presented to the District annually at a mutually agreed upon time.

ARTICLE 21 – HEALTH AND SAFETY

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

Any employee who feels at risk of personal harm in the performance of his/her duties shall immediately report those concerns to the immediate manager. If the immediate

manager is not available, the employee will report his/her concerns to the Director or designee. If the employee and manager are in disagreement over whether an emergent situation is unsafe, they will jointly take the safety concern to the Director or his/her designee for resolution, including potential alternatives. If agreement cannot be made with the Director, it will be brought to Human Resources for resolution. No punitive action will be taken against an employee who refuses to place himself/herself in a dangerous situation or for reporting such concerns to the manager.

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

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

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

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

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

ARTICLE 22 – RECLASSIFICATIONS

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

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

Section 22.1.1.1 Nine (9) Month Out-of-Class Assignment. Positions submitted for reclassification consideration that relate to a nine (9) month out-of-class assignment must have the manager's signature on the CQ form, concurring with the employee's request

for reclassification consideration. The manager shall have fifteen (15) working days to respond to the employee in writing if s/he disagrees with the request or forward the request to the Director and/or Program Manager. The Director/Department Manager shall have fifteen (15) working days to respond to the employee in writing or forward the request to Human Resources. The fifteen (15) day Manager/Director review/response period may be extended by mutual agreement, in writing, between the employee and his/her Manager, where the extension will assist with the fair evaluation of the reclassification request.

Section 22.1.1.2. Significant Change in Job Duties. Requests for reclassification that are submitted for reclassification consideration due to a significant change in job duties must detail those duties that are contained within the class specification that the employee is seeking to move to that are not contained within the employee's current class specification. The request must specifically detail how long the employee has been performing the duties for more than fifty percent (50%) of his/her work, as well as how long that type of assignment is expected to continue. Such requests must also have the manager and Director/Department Manager's signature concurring with the request for reclassification consideration. The Manager and Director/Program Manager shall each have fifteen (15) working days to respond in writing to the request.

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

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

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

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

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

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

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

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

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

ARTICLE 23 – CONTRACT TRAINING

The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

The Union will present the training to current union stewards within each bargaining unit. SRHD will pay for up to two (2) hours of training time for a maximum of 7 union stewards once per contract period. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each paid session.

ARTILCE 24 - MAINTENANCE OF WORKING CONDITIONS

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

ARTICLE 25 - SAVINGS CLAUSE

If any article, section, or portion of this Agreement or any addenda thereto is held unlawful and/or unenforceable by any court of competent jurisdiction, such decision shall

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

ARTICLE 26 - SUBORDINATION OF AGREEMENT

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

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

ARTICLE 27 - WORK STOPPAGES AND LOCKOUTS

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

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

ARTICLE 28 - SUPPLEMENTAL AGREEMENTS

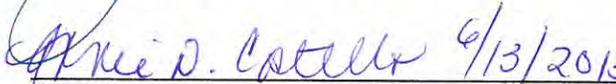
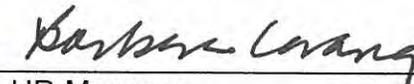
This Agreement may be amended provided that both parties mutually agree. Supplemental agreements may be completed through negotiations between the District and the Union at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other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

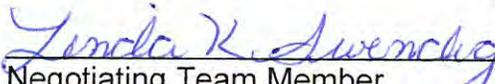
ARTICLE 29 - EFFECTIVE DATE AND DURATION

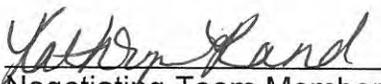
This Agreement shall be effective January 1, 2012 and continue in effect through December 31, 2015. The Agreement may be opened for consideration of change only by consensus of both parties. The parties agree to re-open the contract for negotiation of section 6.1, section 20.1 and Article 10 annually for the contract years 2014 and 2015.

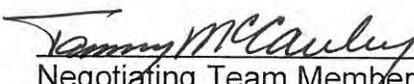
**Professional and Technical
Employees, Local 17**

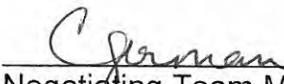
Spokane Regional Health District

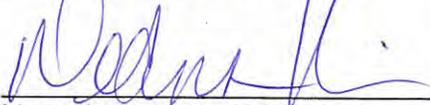
	6/10/13		6/10/13
PTE Local 17 Executive Director	Date	Administrator, SRHD	Date
	6/13/2013		6/10/13
PTE Local 17 Representative	Date	HR Manager	Date

 6-10-13
Negotiating Team Member Date

 6-10-13
Negotiating Team Member Date

 6/10/13
Negotiating Team Member Date

 6/10/13
Negotiating Team Member Date

 6/10/13
Negotiating Team Member Date

TRAVEL POLICY

SRHD Policy No. 300.5

Effective January 1, 2012

1. GENERAL POLICY

- a. The Spokane Regional Health District (District) recognizes that out-of-town travel and related business expenses are an integral and necessary cost of local public health. Travel costs must be included in the current budget or be reimbursed by a grantor or District partner. Travel must provide essential training, meet leadership responsibilities or be required by a grant.
- b. This policy is intended to establish and maintain effective controls over these expenses and to establish equitable standards to provide a consistent process for all employees who incur such expenses. The District shall reimburse all reasonable expenses incurred by employees on authorized travel for the District. This policy establishes guidelines for ground and air travel, lodging, meals and miscellaneous expenses that may be incurred while on District business. This policy also establishes guidelines for the approval of travel and the use of advances and credit cards for travel.

2. APPLICABILITY

The District travel policy is applicable to the following personnel:

- a. Employees and volunteers unless otherwise provided.
- b. At each Division Director's discretion, contractors, and/or volunteers, unless specific contractual agreements state otherwise.

3. RESPONSIBILITIES

- a. Division Directors, Program Managers, and Supervisors - These individuals are primarily responsible for ensuring that any costs incurred for travel are directly work related, obtained at the most reasonable price and are necessary for official District business. Prudent judgment is to be exercised in approving these costs.
- b. Travelers - A traveler on official business is expected to exercise the same care in incurring expenses and accomplishing the purposes of the travel that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays, or luxury accommodations unnecessary or unjustified in the performance of official business travel are not considered acceptable as exercising prudence. Travelers are responsible for excess costs and any additional expenses incurred for personal preference or convenience.
- c. Where a considerable delay or lengthy itinerary will be required to obtain the best price, the employee may request his/her supervisor's approval to use the costlier alternative in order to shorten the duration of the trip.
 - i. If agreement cannot be made between the employee and his/her supervisor, the employee may appeal the decision to HR for final resolution.

4. DEFINITIONS

- a. Local Travel - Within Spokane County is considered local.

- b. Day Trip - Outside of Spokane County with no overnight stay.
- c. Overnight Trips - Out of Spokane County with overnight stay.
- d. SRHD Offices: buildings or office suites that are owned or leased by SRHD; or worksites located in the buildings or office suites of community partners where the employee works out of that location as part of his/her regular or rotating schedule.
- e. Field Sites: variable work locations, such as client homes, inspection sites, or other places of business. Field Sites do not include SRHD business locations.

5. TRAVEL FORM

- a. Travel forms are not required for local travel.
- b. A preprinted or electronic travel form must be completed in advance for day travel and overnight travel. The travel form is necessary to document:
 - i. travel profile,
 - ii. travel cost estimate,
 - iii. advance request(s),
 - iv. Program Manager (Supervisor) and Division Director authorization.
- c. The post-travel form is necessary to document:
 - i. the actual cost,
 - ii. receipts for travel,
 - iii. Division Director approval of travel expenses.

6. AUTHORIZATION OF TRAVEL

- a. Local travel is authorized by the Program Manager (Supervisor) and Division Director or designee.
- b. All out-of-county travel, whether day or overnight travel, must be approved in advance by the Division Director or designee.
- c. The estimated cost of all out-of-county travel will be submitted on a District pre-travel form through the employee's Program Manager (Supervisor) to the Division Director prior to the date of departure. Prior authorization must be obtained for any travel that is paid for by the District or for which the District advances any money.
- d. Occasionally, a District employee will travel for another agency. Travel must be approved on a travel form in advance by a Program Manager (Supervisor) and Division Director even if the other agency is covering all expenses.
- e. Travel for Division Directors must be approved by the Administrator, Health Officer or designee. Administrator or Health Officer travel must be authorized by the other.

7. TRAVEL ADVANCES

Cash travel advances are available for District employees traveling on official District business. Travel advances can be obtained from the accounts payable section in the finance office.

- a. Requests are made only on the pre-travel form and must be properly authorized.
- b. Requests for travel advances must be reasonable estimates of the

employee's travel expense requirements. No travel advances less than \$100.00 will be disbursed without specific request being made by the Division Director on a pre-travel form.

- c. Travel advances may be requested no more than five working days prior to the travel; or if the employee is out of the office or on approved leave, the employee may request the travel advance during his/her last week in the office prior to travel.

8. DISTRICT CREDIT CARDS

- a. The District has credit cards which may be used for travel specific expenses including purchase of airline tickets, or to reserve (hold) lodging or a rental car as per the current District credit card policy.
- b. Personal Charges - Charges for personal expenses are not allowed on the District's credit card. Any personal charges, such as meals, movie rental, or costs of an accompanying spouse, must be paid by the traveler at check out. Personal charges on the District's credit cards could lead to disciplinary action.

9. MILEAGE REIMBURSEMENT RATE

Whenever an employee must use their private vehicle for transportation related to employment and the District's business, not to include commuting, they will be reimbursed at the per mile yearly rate established by the IRS. Payment rates shall be effective upon date of any adjustment implementation.

10. TRAVEL TIME & MILEAGE – CONDITIONS OF PAYMENT

The employee will be eligible for time and mileage for all travel to SRHD Offices or field sites occurring after the first stop of the day, or prior to the last stop of the day.

During any travel, time spent eating, or other non-break rest periods or personal time used by the employee is not compensable time.

Local Travel (In county):

- a. An employee who travels from home before his/her regular work day and returns to his/her home after the end of the workday is engaged in ordinary home to work travel which is a normal incident of employment. This is true whether the employee works at a fixed location or at different SRHD offices or field sites on different days. Normal commute time and mileage between home and work are not compensated.
- b. However, when an employee is required to begin or end the work day with travel to/from a field site whose distance is greater than the employee's normal commute route (most direct and/or efficient route) to their SHRD office, the employee shall be eligible for both time and mileage for the additional miles traveled.
- c. If the employee is required by management to begin their day at a SRHD office, both time and mileage from the SRHD office to the field site or other SRHD offices will be compensable
- d. Exception: Any employee subject to emergency call back shall be

compensated for all travel time and miles regardless of being called into his/her primary or alternate work site. Travel time will be included in the 2-hour call in minimum.

- e. Exception: WIC staff are expected to report to multiple work sites as defined in “a.” However, WIC staff who are required to travel to/from a location greater than 10 miles from the College Avenue building at the beginning or end of their work day shall be eligible for both time and mileage for the portion of their commute that is greater than 10 miles from their home. However, the maximum allowed mileage/time that shall be paid is 12 one way miles.

Day Trip (Out of County)/ Overnight Trip:

- a. When an employee must travel for work outside of Spokane County, such travel will be considered compensable work time, as defined below:
 - i. Time spent commuting between his/her home to the first stop of the day within Spokane County, including the employee’s primary work site, designated meeting location, airport, train station, etc will not be compensable time. However, if the first stop of the day within Spokane County is a greater distance than the employee’s normal commute to their SRHD office; both time and mileage will be paid for the additional distance.
 - ii. Time spent commuting between his/her final stop of the day within Spokane County, including the airport, train station, primary work site, designated meeting location, etc., to the employee’s home will not be compensable time. However, if the final stop of the day within Spokane County is greater distance than the employee’s normal commute to their SRHD office; both time and mileage will be paid for the additional distance.
- b. If an employee is offered public transportation but requests permission to drive his/her car instead, the District will only compensate the employee for the hours spent driving the car, up to the amount of time the same travel would normally take via the public transportation mode.
- c. Wait time when using air travel (e.g. time in airport terminals prior to a flight), will be compensable based on current FAA/TSA guidelines/recommendations for pre-arrival time. T Wait time due to flight delays will be compensable time.

11. TRANSPORTATION

- a. The Division Director is responsible to define who purchases transportation within each Division and assure that the most practical and economical mode of transportation is selected. The District currently does not have a contract with any travel agency to provide service. Tickets purchased in advance will usually require a credit card. If you do not have a District credit card, please contact your Division Director and they can make a request to the Finance office.
 - i. With supervisor approval, an employee may spend limited SRHD time) to make his/her own business travel arrangements. Approval

will be made on a case-by-case basis considering such factors as coordination of travel with non-District employees, employee expertise at making travel arrangements, unusual itinerary requests, etc.

- b. Airfare
 - i. Cost - Where a considerable delay or lengthy itinerary will be required to obtain the best price, the employee may request his/her supervisor's approval to use the costlier alternative in order to shorten the duration of the trip. If agreement cannot be made between the employee and his/her supervisor, the employee may appeal the decision to HR for final resolution.
 - ii. Airline incentives are retained by the traveler.
 - iii. Weekend Stays - Division Directors can approve weekend stays if it results in no additional cost to the Agency, or when employees are willing to pay additional costs.
- c. Rental Cars
 - i. District employees, while on official District business, are covered by the District's WGEP insurance. Additional insurance coverage should be declined. Wallet size WGEP insurance cards may be requested from Administration and should be carried when renting a vehicle.
- d. Other
 - i. Receipts for public transportation, tolls, and parking are not necessary if the expense is less than \$10 per occurrence but desirable when they can be obtained.
 - ii. Receipts are required for taxis and ferries.
 - iii. Receipts are required when using an Agency credit card.

12. LODGING

- a. Lodging includes the room rate and applicable taxes. It does not include personal telephone charges, room service (it is a part of per diem) or other non-business miscellaneous charges.
- b. Maximum Rates - While no maximum dollar limits are set, the cost of lodging must be reasonable. The determination of reasonableness is the responsibility of the SRHD employee and his/her Division Director, Administrator, or Health Officer. Reasonableness will be based on the circumstances of each city or locality, such as personal security, convenient access to the meeting or conference site, and room availability. To ensure that lodging costs are reasonable, the following procedures are required:
 - i. The government lodging rate must be requested. The lodging rate paid must not exceed the government rate if available.
 - ii. The conference lodging rate at the conference hotel is considered reasonable if a lower government rate is not available.
 - iii. The maximum reimbursable rate is the single occupancy rate, unless sharing with District employees or other applicable travelers as defined above, or the double occupancy rate is the same rate.
 - iv. Sharing Rooms - District employees or other applicable travelers may be required to share rooms with other District employees or other applicable travelers.
 - v. Receipts - Actual lodging receipts must accompany the travel

voucher submitted to the accounts payable section in the finance office.

13. REGISTRATION

- a. Registration includes the tuition of attending a conference or training course. For trips receiving per diem, all meals included in the registration should be identified to the extent practical and per diem must be adjusted accordingly.
- b. A receipt must accompany the payment voucher submitted to the accounts payable section in the finance office.

14. MEALS

- a. Local
The District does not pay for meals for local travel unless a meal is part of a local meeting and is covered in the registration or the meal is part of working meeting time.
- b. Per Diem for out-of-county travel (please note that the IRS considers Per Diem as taxable income for Day Trips, but **not** for Overnight Trips).
 - i. A "Meals and Incidental Expenses" (M&IE) per diem allowance will be paid for travel beginning at the employee's primary work site, designated meeting location, airport, train station, etc. within Spokane county when the employee is on travel status over the designated meal times of:
 - 1) Breakfast 6:00 a.m.
 - 2) Lunch 12:00 noon
 - 3) Dinner 6:00 p.m.
 - ii. Reductions - The per diem allowance will be reduced for any meals provided through conference registration, seminars, or similar events.
 - iii. Airline snacks, continental breakfasts, and socials are not considered a deduction from per diem.

15. TELEPHONE CALLS

- a. Telephone calls are only reimbursable if related to work. Other circumstances in which calls may be reimbursable are to notify appropriate individuals of delayed flights, weather, or emergency situations. The cost of these calls must be reasonable under the circumstances.
- b. The most economical form of communication should be used. For instance, calls from overnight lodging accommodations where a surcharge is added should be avoided when possible. Cell phones and the SCAN telephone system should be used whenever possible. When using cell phones, be sure you are within your long distance minute allotment and not on "roam" status.
- c. A brief (five minute) phone call home each day while on travel status may be made from an employee's District issued cellular phone provided the call does not cause an overage on the employee's monthly minute allotment.
- d. Receipts for telephone calls are not necessary if the expense is less than \$10 per occurrence but desirable when they can be obtained.

16. TRAVEL FOR OTHER AGENCIES

When a District employee travels for another federal, state, or local government agency, the travel rules and reporting requirements vary according to how expenditures are paid:

- a. Expenses directly reimbursed to the employee by another agency will be noted on the travel form. Travel advances and District credit cards will not be used for directly reimbursed expenses.
- b. When expenses are directly reimbursed to the District by another agency, the District will pay for all of the traveler's expenses. Reimbursement checks must be made out to the District.
- c. Travel expenses paid directly by another agency to a third party will be reported on the travel form as pre-paid. (E.g. DOH pays for airline ticket or hotel)

17. UNALLOWABLE EXPENSES

The District will not pay for or reimburse any expenses for:

- a. alcoholic beverages
- b. accompanying spouses, and/or significant others
- c. fines or penalties
- d. personal entertainment