

**AGREEMENT**  
**between**

**THE INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS,  
LOCAL 17, AFL-CIO**

**and**

**YAKIMA COUNTY HEALTH DISTRICT  
EFFECTIVE JANUARY 1, 2009 THROUGH  
DECEMBER 31, 2011**

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## PREAMBLE

THIS AGREEMENT entered into by YAKIMA COUNTY HEALTH DISTRICT, hereinafter referred to as the "Employer", and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Employees, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I RECOGNITION

- 1.1 In accordance with RCW 41.56, Yakima County Health District recognizes the International Federation of Professional and Technical Engineers, AFL-CIO as the exclusive representative for all Employees within the bargaining unit whose job classifications are listed in the attached exhibit.

## ARTICLE II DEFINITIONS

- 2.1 The following definitions apply throughout the contract unless the context indicates another meaning:
- (a) **Anniversary Date:** Original date of hire into Yakima Health District service as adjusted by leave without pay or break in service once an employee has completed their 6 month probationary period.
  - (b) **Call Back:** Employees required to leave home to work outside the regular work schedule.
  - (c) **Classification Seniority:** That period of time an Employee has held a position within a classification.
  - (d) **Discipline:** An interaction between the Employer and Employee which may result in a verbal warning, written reprimand, suspension and/or termination.
  - (e) **Holidays:** Paid non work days for Employees as established and as provided in Article XVII of this Agreement.
  - (f) **Immediate Family:** Includes only persons related by blood, marriage or legal adoption, specifically limited to spouse, child(ren), parent, grandparent, brother, sister, or grandchild.
  - (g) **On-Call Pay:** Additional compensation for an Employee who is required to be available for work outside normal work hours.
  - (h) **Out of Classification Pay:** Additional compensation for an Employee who is performing the duties of a higher classification.
  - (i) **Overtime:** Work authorized in excess of forty (40) hours per work week.
  - (j) **Per Diem:** An Employee hired to work during the absence of a regular Employee or employment necessitated by emergencies or work load peaks. Said Employees will receive a base hourly rate of pay for work performed and are not entitled to any other benefits. Per Diem Employees are not in the bargaining unit and are not covered by this Agreement.
  - (k) **Position:** A group of duties and responsibilities normally assigned to an Employee.

- (l) **Probationary Period:** The initial period of employment, not to exceed six (6) months, unless extended by agreement between the Employer and Employee, during which an Employee may be terminated without cause.
- (m) **Regular Full-time:** An Employee hired in a regular position to work (40) hours per week who has successfully completed a probationary period.
- (n) **Regular Part-time (20 hours or more):** An Employee hired in a regular position to work twenty (20) hours or more per week who has successfully completed a probationary period.
- (o) **Regular Part-time (Less than 20 hours):** An Employee hired in a regular position to work less than twenty (20) hours per week.
- (p) **Seniority:** That period of continuous service since the last date of hire, except no Employee may have seniority established prior to satisfactory completion of the probationary period.
- (q) **Temporary:** Temporary Employees are persons hired for a period not to exceed two (2) years, who do not earn seniority rights, but otherwise are treated under Agreement like any other regular Employee.

### **ARTICLE III** **MAINTENANCE OF MEMBERSHIP**

- 3.1 It shall be a condition of employment that all regular Employees in the bargaining unit covered by the agreement who are members of the Union remain members in good standing of the Union or agree to pay the Union an agency fee. It shall also be a condition of employment that all Employees covered by this agreement who are hired on or after its effective date shall within thirty (30) days following commencement of such employment become and remain members in good standing in the Union or agree to pay the Union an agency fee. Good standing is herein defined as the tendering of Union dues or an agency fee on a timely basis.
- 3.2 Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the Employee fulfills the membership obligations set forth in this Agreement.
- 3.3 Any Employee who is a member of and adheres to established and, traditional tenants or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an Employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and mutually agreed to by the Employee and the Union.
- 3.4 The Employer shall make newly hired Employees aware of the membership conditions of employment, at the time of hire.
- 3.5 The Employer agrees to deduct (once monthly) Union dues from the pay of those Employees who individually request such deduction in writing. The amounts deducted shall be computed using the formula on the employees' dues deduction authorization form provided by the Union, and the aggregate deductions of all Employees shall be remitted, together with an itemized statement, to International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, 2900 Eastlake Ave. East, Suite #300, Seattle, Washington 98102.

**ARTICLE IV**  
**EMPLOYER RIGHTS**

- 4.1** The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority in conformity with the terms of this Agreement wherever applicable. All matters not expressly covered by the language of this Agreement, or other written agreements with the Union, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine.
- 4.2** The Employer's prerogatives include, but are not limited to, the following matters:
- (a) The right to establish lawful work rules and procedures.
  - (b) The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of public interest.
  - (c) The right to hire, transfer, lay off and promote Employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
  - (d) The right to discipline, suspend or discharge an Employee for just cause in accordance with the provisions of this Agreement.
  - (e) The right to determine the size and composition of the work force and to assign Employees to work locations. The District will seek to minimize the hardship on Employees caused by work location changes.
  - (f) The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the Employee when requested by the Supervisor.
  - (g) The right to take actions as may be necessary to carry out Employer services in emergencies.
- 4.3** The retention of these rights by the Employer shall not impair the Employee's right to invoke the grievance procedures set forth in this Agreement, nor to obtain redress thereof.

**ARTICLE V**  
**EMPLOYEE RIGHTS**

- 5.1** Employees may request the presence of a union representative in any meeting between the Employer and the Employee, if said meeting is called for disciplinary consideration and/or reason.
- 5.2** An Employee, or their Union representative, shall have the right, upon the Employee's written request, to inspect his/her personnel file within one (1) working day following the request. No adverse material referring to the Employee's competence shall be placed in the file without the Employee's knowledge and the opportunity to attach his/her comments, or insert other material relating thereto. A copy of the material to be placed in the Personnel file shall be given to the Employee.
- 5.3** Safe and healthy working conditions are recognized as mutually beneficial to Employees and the Employer. Employees may report what they believe to be an unsafe and/or unhealthy working condition to the Employer. The Employer shall investigate and report the results of the investigation of alleged unsafe working conditions to the Safety Committee. Unresolved safety issues may be processed as a grievance.

- 5.4 To the extent practical, work rules and policies shall be provided to Employees in writing and they shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, Employees shall be notified in writing, and the new rule or procedure shall be posted prominently on appropriate bulletin boards for a period of seven (7) calendar days before becoming effective, except for changes of an emergency nature.
- 5.5 Performance standards used to measure Employee performance shall be reasonable and uniformly applied.

**ARTICLE VI**  
**NON DISCRIMINATION**

- 6.1 There shall be no discrimination by the Employer or the Union against any Employee or applicant for employment based upon membership or non-membership in the union, race, religious creed, sex, color, national origin, age, marital status, sensory, mental or physical handicap unless based upon a bona fide occupational qualification. There shall be no discrimination against any Employee who provides service to the Union, as an authorized representative, in negotiating or administering provisions of this Agreement.

No Employee shall be pressured to support any political candidate or issue.

**ARTICLE VII**  
**UNION - MANAGEMENT RELATIONS**

- 7.1 Union/management meetings may be scheduled, at which time matters involving wages, hours and working conditions affecting Employees covered by this Agreement will be discussed. Meetings may be scheduled at a mutually agreeable time, but not later than fifteen (15) working days from the date of request for a meeting. Such requests shall be in writing and contain the items at issue. The request shall be sent to the Health District Administrator.
- 7.2 **Collective Bargaining:** Employees representing the Union, not exceeding two (2) in number shall be granted release time from work without loss of pay for collective bargaining sessions if said sessions take place during normal working hours. If collective bargaining sessions take place outside of normal working hours, Employees shall not receive compensation for said time.

**ARTICLE VIII**  
**JOB POSTING/PROMOTIONS/CLASSIFICATIONS**

- 8.1 **Job Posting:** If the Employer determines the need to fill a vacancy or new position, said opening shall be posted for ten (10) calendar days, with copies of the job announcement to be distributed to all regular Employees and a copy posted on the Employee bulletin board. Any Employee on authorized leave may make application within three (3) days after returning to work, provided that application is received in the Human Resource Office not more than fifteen (15) days after the vacancy is first posted.

Decisions on filling vacancies shall be recommended by an interview panel consisting of a minimum of one supervisor and member of the bargaining unit. Filling of vacancies shall be based on

seniority; qualifications and performance evaluations. Employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted to the Human Resource Office on or before the closing date. Insofar as is practical, first consideration will be given to Employees within the District. In the event the vacancy cannot be filled by qualified applicants currently employed by the District, selection may be made from applicants from the general public.

**8.2 Promotions / Position changes:** Insofar as practical, first consideration shall be given to Employees within the Yakima Health District when promotional / position vacancies occur. In the event the vacancy cannot be filled by qualified applicants currently employed, selection may be made from applicants from the general public.

- (a) Filling of vacancies shall be based on seniority, qualifications and performance evaluation. Where performance evaluations and qualifications are relatively equal between the applicants, seniority shall apply.
- (b) An Employee who is promoted / assigned to a position utilizing greater skill factors shall complete a six (6) month work performance probationary period.
- (c) Employees assuming promotional positions will be notified of performance deficiencies in a timely manner and given the opportunity to correct deficiencies.
- (d) An Employee may revert to a vacant position in the former position, if available.
- (e) An Employee who is promoted / permanently assigned to a position utilizing a greater number of skill factors, shall be eligible for one skill step, as applicable, upon promotion and additional skill steps as applicable to that position annually thereafter. Should the employee not have all skills required by the new position, the employer will make every effort to make the training available. The employee will have one year, minimum, to acquire the needed skill/s. This time may be extended. If the employee is unable to acquire the skill, the employer may assign them to a position for which they are qualified.

**8.3 Job Classifications:** Individual positions or sets of tasks and duties performed by an Employee shall be allocated to a job classification. Job classifications are written statements as to the definition, typical duties and minimum qualifications for positions with common characteristics.

- (a) Employees shall not normally be assigned duties foreign to their job classification.
- (b) Employees may be temporarily assigned the duties of a position with fewer skill steps without a reduction in pay.
- (c) Job classifications and salaries thereto shall be those in effect at the signing of this Agreement, unless changes are agreed to in writing by both the Employer and the Union.
- (d) **Out of Classification Pay:** Employees performing the duties of a position with a greater number of skill steps in excess of five (5) working days shall be compensated at the entrance step of the higher position or the next step which constitutes a five percent (5%) salary increase.
- (e) **(Y) rated Salary:** When duties are removed from a position resulting in fewer skill steps than the employee has already reached then the employee shall retain his or her step in the grid. This provision does not apply to voluntary demotion(s) related to RIF or termination for cause.

**ARTICLE IX**  
**INSURANCE PROGRAMS**

**9.1** For calendar year 2009, the Employer contribution toward group medical, dental, vision and life coverage shall be as follows:

<b>Employee only</b>	<b>Employee &amp; Spouse</b>	<b>Family</b>	<b>Employee &amp; Child</b>
\$585.83	\$654.00	\$710.00	\$650.00

For calendar years 2010 and 2011, the Employer will provide group medical dental, vision and life coverage as follows: The Employer will cover at least one plan under the Public Employees Benefits Board, at the prevailing premium with no loss in coverage or increased cost that is within the control of Employer for the duration of this Agreement. This benefit will at least match or exceed the coverage as provided to the other bargaining units at the Yakima Health District.

**9.2** State Industrial Insurance will also be provided. The Employer and the Employee will each pay a portion of the premiums as established by the State Department of Labor and Industries for the Employee's job classification.

**9.3** The Employer agrees to maintain coverage under the Washington State Public Employee Retirement System, OASI, and Washington State Unemployment Insurance and the Workmen's Compensation Act. The District also agrees to maintain liability insurance which provides the District Employees named insured status while in the scope of their employment.

**ARTICLE X**  
**TRAVEL ALLOWANCE AND PARKING**

**10.1** The Employer agrees to provide transportation or to reimburse Employees for use of their own automobiles on District business.

**10.2** District vehicles will be assigned based on estimated mileage to be driven. An employee required to travel to a public health investigation shall have priority to use YHD vehicles. Vouchers supporting requested mileage reimbursement shall be submitted by the employee to accounting, at least once monthly.

**10.3** Mileage reimbursement shall be paid at the rate approved by I.R.S. prospectively, after the date such increase is announced by the I.R.S., for Employees who are required to drive their own vehicles on District business.

**10.4** Employees required to travel to a location other than his/her normal work site to perform his/her duties shall be allowed sufficient time to travel within normal hours; except when permitted for the convenience of the Employee.

**ARTICLE XI**  
**LABOR MANAGEMENT COMMITTEE**

- 11.1** A separate Labor Management Committee shall be established for Management and union represented employees. Two representatives elected from the bargaining unit, two representatives of management and the Human Resource Representative and will meet as indicated in the Labor Management Guidelines. The purpose of the committee is to foster improved communications and relations within the agency and to assist with problem solving, client concerns, and personnel matters such as reclassifications, organizational change, program development and implementation, etc. The parties understand that employees will have first raised such issues with their supervisor and/or appropriate management staff. It is understood that all final decisions as to such matters including reclassification requests, rests with the Board; provided that if there is any conflict between the Labor Management Committee recommendations and this contract, the terms of the contract agreement shall prevail.
- 11.2** Labor Management meetings are not intended to include topics which are subject to collective bargaining; therefore, they will include only Employees, shop stewards and management staff. Employees shall be allowed to attend Labor Management meetings without penalty; during normal work hours.

**ARTICLE XII**  
**IN-SERVICE TRAINING**

- 12.1** At the discretion of the District Administrator, leaves with or without pay may be granted for attending professional meetings, conventions, symposia, workshops, college short courses, etc. Requests for in-service denied for other than budgetary reasons may be reviewed by the Labor Management Committee.

**ARTICLE XIII**  
**HOURS OF WORK**

- 13.1** The basic work week shall begin at 12:00 a.m. Saturday, and end at 11:59 p.m., Friday.
- 13.2** A full time Employee's hours of work within the week shall ordinarily consist of forty (40) hours.
- 13.3** A minimum of a 30-minute lunch period shall be provided within each regular working day.
- 13.4** All Employees' work schedules shall provide for a 15-minute rest period during each half day work period.
- 13.5** Individual Employees' daily and weekly work schedules shall be that which is mutually agreeable to the Employee and his/her supervisor. Employees with this bargaining unit have reason to occasionally work on weekends. Subject to the limitations of the Fair Labor Standards Act, and other applicable law, the parties agree to work together in an effort to develop mutually convenient schedules so that weekend work can be covered. To the greatest practical extent, the parties will develop schedules which do not require any individual Employee to work more than fifteen (15) hours per month on weekends without his/her agreement.

**ARTICLE XIV**  
**OVERTIME COMPENSATION**

- 14.1 Overtime is work in excess of forty (40) hours during a work week. Overtime compensation will be paid at the rate of one and one half times the Employees basic rate of pay.
- 14.2 Opportunity for overtime work will be assigned as equitably as possible. Employees may decline overtime work assignments, except in an emergency.
- 14.3 Holidays and paid leave shall be counted as time worked for the purpose of computing overtime.
- 14.4 Accumulated overtime may be taken as time off ("comp time") within sixty (60) days from the date of accrual; otherwise, it will automatically be paid the following pay period.

**ARTICLE XV**  
**PREMIUM PAY**

- 15.1 **On Call Pay:** Additional compensation for an Employee who is required to be available for work outside normal work hours. Employees designated by management to be "on call" will be paid an additional \$2.75 per hour while in "on-call" status.
- 15.2 **Call Back Pay:** Employees scheduled to be "on call" who are required to leave home to work outside the regular work schedule will be compensated at the regular hourly rate for a minimum of two (2) hours. Employees who are not scheduled to be "on call", and are required to leave home to work outside the regular work schedule will be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate for time worked, for a minimum of two (2) hours.
- 15.3 **Shift Differential:** The employer agrees to pay shift differential for scheduled work hours approved in advance by the employee's supervisor as follows:

Outside regular hours shift differential (7:01 p.m. to 5:50 a.m.)	\$1.40/hr
Weekends (Midnight Friday to Midnight Sunday)	\$3.00/hr

(Shift differential can be earned while flexing the schedule, provided the flex schedule has been mutually agreed on by the supervisor and employee. Employees may not claim more than one shift differential for the same time period.)

**ARTICLE XVI**  
**SALARY**

- 16.1 The District agrees to first meet with the Union and discuss any proposed changes to the payroll system, prior to implementation of the changes.
- 16.2 Regular full-time Employees accrue sick leave, annual leave and holidays at the established rates in Article XVIII and Article XIX.

**Regular part-time (20 hours or more):** Employees accrue sick leave, annual leave, holidays and Employer paid health insurance contributions, pro-rated based upon the number of regularly scheduled work hours.

**Regular part-time (Less than 20 hours):** Employees are entitled to progress across the pay grid in accordance with the length of service and skill points, however, they are not entitled to any other benefits.

**Temporary:** Employees are persons hired for a period not to exceed two (2) years, who do not earn seniority rights, but otherwise are treated under this Agreement like any other regular Employee.

**Per diem:** Employees are hired to work during the absence of a regular Employee or employment necessitated by emergencies or work load peaks. Said Employees will receive a base hourly rate of pay for work performed and are not entitled to any other benefits. Per diem Employees are not in the bargaining unit and are not covered by this Agreement.

**16.3** The District shall, with prior approval, reimburse Employees for meals and lodging associated with work-related out-of-county travel.

**16.4** Effective January 1, 2009 wages shall be modified, i.e., either increased or decreased across the board, pursuant to the following formula of eighty percent (80%) of the June 2007 – June 2008 Seattle CPI-U index.

Effective January 1, 2010 wages shall be modified, i.e., either increased or decreased across the board pursuant to the following formula of eighty percent (80%) of the June 2008 – June 2009 Seattle CPI-U index.

Effective January 1, 2011 wages shall be modified. i.e., either increased or decreased across the board pursuant to the following formula of eighty percent (80%) of the June 2009 – June 2010 Seattle CPI-U index.

**16.5** Bargaining unit employees shall progress through the pay grid based on years of service and skill points attained, as described in Exhibits A and B.

**16.6** Employees shall normally advance from steps one (1) through ten (10) of the experience/seniority salary matrix (attached as Exhibit C) on the first day of the month in which their anniversary date falls. “Anniversary date” in this context refers to the date of hire; except, an employee hired at step one (1) usually moves to step two (2) after six (6) months.

**16.7** Yakima Health District shall reimburse Local 17 employees for the cost of the annual licensure renewal fees associated with maintaining certification. The District shall determine which personnel need to maintain such certification for District work, and reimbursement shall be limited to those employees.

**16.8** The District shall, with prior approval, reimburse employees for purchasing boots for use in their jobs up to \$100 every two (2) calendar years.

**ARTICLE XVII  
HOLIDAYS**

**17.1** The following shall be recognized and observed as paid holidays each calendar year:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	First Monday of September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday of November
Day After Thanksgiving	Friday following
Christmas Day	December 25 <sup>th</sup>

(and one floating holiday per calendar year, with one additional floating holiday per calendar year starting in the year the employee completes five (5) continuous years of service)

**17.2** The floating holidays per calendar year, listed above, must be requested by the Employee by submitting a written request to the supervisor.

**17.3** Whenever any of the above designated holidays fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the above designated holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

**17.4** If an Employee works on a holiday, he/she shall be paid at the rate of time and one-half in addition to the Employee's regular pay.

**ARTICLE XVIII  
ANNUAL LEAVE**

**18.1** Regular full-time Employees shall accrue annual leave benefits based upon the following schedule:

<b>Years of Continuous Employment with the District</b>	<b>Days Per Year</b>	<b>Hours per Month (40) Hour Week</b>
Up to 1	12	8.000
Over 1	13	8.667
Over 2	14	9.333
Over 4	15	10.000

Over 7	16	10.667
Over 10	17	11.333
Over 13	18	12.000
Over 15	24	16.000

Regular part-time (20 hours or more) Employees accrue pro-rated annual leave based upon the number of regularly scheduled work hours. Employees may not accrue more than 32 days (256 hours) annual leave; provided, however, Employees shall not lose annual leave accrual if the Employee's scheduled annual leave is canceled, at the request of management, due to an emergency; provided the annual leave lost because of an emergency is rescheduled within ninety (90) days.

- 18.2** Employees may not use accrued annual leave until they have completed six months of continuous employment.
- 18.3** If a recognized holiday falls during an Employee's annual leave, the holiday shall not be counted against the Employee's annual leave.
- 18.4** If an Employee becomes ill during his/her annual leave, he/she may choose to apply sick leave, rather than annual leave, as appropriate.
- 18.5** Requests for annual leave shall be approved by the supervisor. The sequence of requests (first) and seniority (second) shall determine annual leave requests for the same time.
- 18.6** Upon termination of regular employment, an Employee or his/her beneficiary shall be paid for all accrued annual leave at the Employee's rate of pay at the time of termination, except that an Employee who voluntarily resigns and who fails to give such notice fourteen (14) days in advance of termination will receive pay for his/her unused annual leave credit at his/her regular straight-time hourly equivalent of the difference between the actual hours worked after notice and hours he/she would have worked had he/she given fourteen (14) calendar days' advance notice and continued his/her regular work schedule.
- 18.7** The District shall inform each Employee of his/her accrued annual leave upon request.
- 18.8** Employees will accrue one day of annual leave for the month in which they are hired regardless of the day the Employee begins employment. Employees who separate from the District on or before the 15th day of any month will not accrue annual leave for that month.

Employees who separate from the District after the 15th day of any month shall accrue one day of annual leave for that month.

**ARTICLE XIX**  
**SICK LEAVE**

**19.1** In order to reduce the financial loss to an Employee who is unavoidably absent from work because of illness or injury to himself or his family, the District will maintain his salary during such absence under the provisions of this Article.

**19.2** Regular full-time Employees shall accrue sick leave benefits at the rate of one (1) day per month. Regular part-time (20 hours or more) Employees accrue pro-rated sick leave based, upon the number of regularly scheduled work hours.

Employees accrue one (1) day of sick leave for the month in which they are hired, regardless of the day the Employee begins employment. Employees who separate from the District on or before the 15th day of the month will not accrue sick leave for that month. Employees who separate from the District after the 15th day of any month shall accrue one (1) day of sick leave for that month. An Employee shall be informed of his/her accrued sick leave balance upon request.

**19.3** Employees may not accrue more than 120 days (960 hours) of sick leave.

**19.4** Conditions under which an Employee may use accrued sick leave are limited to the following:

- (a) Illness, injury or temporary disability of an Employee, spouse, or care of a dependent child(ren) of an Employee that requires treatment or supervision.
- (b) Medical, dental or vision appointments for the Employee, spouse or dependent child(ren) and other immediate family residing with the employee.
- (c) **Emergency Illness:** Employees may use a maximum of three (3) days of accrued sick leave for each emergency illness in the immediate family which requires the attendance of the Employee.
- (d) **Bereavement Time:** Employees may use a maximum of five (5) days of accrued sick leave for bereavement time for death in the immediate family under the accrual formula established in Section 19.2. This leave shall be in addition to and may be taken following completion of the three-day bereavement-related leave of absence, which is earned and taken under the conditions specified in Section 20.6.
- (e) **Special Circumstances:** At the discretion of the Administrator, additional sick leave may be granted pursuant to a written request.
- (f) **Family Care Act:** Paid sick leave for illness in the family may not exceed the employee's accumulated sick leave eligibility. In accordance with the Family Care Act of 2002, an employee may use sick leave for children (under 18 or over 18 and disabled, including foster children, step-children, and those for whom the employee stands *in loco parentis*) with a serious health condition that requires treatment or supervision and spouses, parents, parents-in-law, or grandparents with a serious health condition or an emergency condition. If the Family Care Act leave also

qualifies for FMLA and/or the Washington Family Leave Law, the leave shall be counted concurrently. The duration of leave under the Family Care Act may continue as long as the employee has accrued paid time available and the family member has a qualified health condition.

- (g) Employees may use their accumulated sick leave for emergency illness or death in the immediate family requiring attendance of the employee (funeral included). "Immediate family" here includes persons related by blood, marriage, or legal adoption and domestic partners.

**19.5** Employees may elect to transfer sick leave days to a co-worker within the District who has exhausted his/her sick leave (provided that the Employer is notified in writing, signed by the transferor).

**19.6** Sick leave pay shall be reduced by the amount of any industrial insurance time-loss compensation paid the Employee; if the Employee elects to use the sick leave.

**19.7** Each Employee shall be responsible for notifying the immediate supervisor of the cause of the absence at the beginning of any period of sick leave. Upon his return to work, the Employer may require a written statement to the department head explaining the cause of the absence. A department head may require a written statement from a physician indicating the nature of the illness and the necessity of absence from work.

**19.8** Any Employee covered by this Agreement on the date of signing in 1995 upon separation of employment for any reason shall be compensated for all unused sick leave subject to the following limitations:

- (a) The rate of payoff shall be twenty-five percent (25%) of all of the Employee's accumulated sick leave. Payment of accumulated sick leave is paid by multiplying the Employee's base hourly rate times twenty-five percent (25%) of the Employee's accumulated sick leave hours. All payments of accumulated sick leave are based on the Employee's salary at the time of separation.
- (b) For this purpose, retirement shall not include Employees who have terminated prior to retirement, but left their vested Washington Public Employees Retirement Funds on deposit with the Department of Retirement Systems.

**19.9** Any new Employee hired after the date of signing of this Agreement in 1995, upon separation of employment, any unused sick leave shall be forfeited and will not be paid as separation pay except in the case of death or retirement. In the case of death or retirement Employees shall be compensated for all unused sick leave subject to the following limitations:

- (a) The rate of payoff shall be twenty-five percent (25%) of all of the Employee's accumulated sick leave. Payment of accumulated sick leave is paid by multiplying the Employee's base hourly rate times twenty-five percent (25%) of the Employee's accumulated sick leave hours. All payments of accumulated sick leave are based on the Employee's salary at the time of separation.

- (b) For this purpose, retirement shall not include Employees who have terminated prior to retirement, but left their vested Washington Public Employees Retirement Funds on deposit with the Department of Retirement Systems.

**ARTICLE XX**  
**LEAVE OF ABSENCE**

- 20.1** Leave with pay shall be allowed any Employee called to serve as a juror or under subpoena to testify in a court proceeding. Any compensation from a third party for such jury service or testimony (except for travel, meals or lodging) shall be paid to the District.
- 20.2** In accordance with Chapter 236, Sessions Laws of 1957 (RCW 38.40), any Employee will be allowed time off with pay for active training in the United States Armed Forces or Washington National Guard; not to exceed fifteen (15) days per year.
- 20.3** The District Administrator may grant additional leave of absence without pay, in her/his discretion, provided the Employee has first expended all annual leave and in the case of illness, all sick leave.
- 20.4** Upon return from any authorized leave of absence without pay extending for more than thirty (30) continuous days, an Employee's anniversary date and step increase date shall be adjusted for the period while on leave of absence or leave without pay. While on leave without pay status, an Employee may continue medical, dental and life insurance benefits provided premiums are paid by that Employee.
- 20.5** **(a) Qualifying Leaves.** Employees may receive leaves of absence for qualifying circumstances as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, this collective bargaining agreement and other relevant statutes, if any of the above statutes are applicable.  
  
**(b) FMLA.** An FMLA-eligible employee may, upon meeting eligibility requirements, take up to twelve (12) work weeks of job-protected leave from work because of their own serious health condition; to care for a spouse, child or parent of the employee with a serious health condition; or to care for a newborn, newly adopted, or foster child. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave. Once an employee has used a total of twelve (12) work weeks of FMLA (paid or unpaid), while employed by Yakima Health District available accruals must be exhausted during any future FMLA leave before taking unpaid leave. Compensatory time use shall not be deducted from the FMLA leave entitlement. Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave.
- 20.6** After the three (3) month probationary period, full-time and part-time employees may be absent on bereavement leave for up to three (3) regularly scheduled workdays annually without loss of pay in case of death in the immediate family. In the event of death in the employee's immediate family, employees may consume up to three (3) days bereavement leave, per year, without loss of pay. These-three (3) days shall not be credited against their sick leave accrual under Article XIX. In the event of any days beyond the initial three (3) bereavement days per year, additional bereavement time, up to a maximum of five (5)

accrued sick days, will be debited against the employee's sick leave accrual per Section 19.4 (d). The term "immediate family" includes persons related by blood, marriage, legal adoption, and domestic partners. Additional leave without pay may be granted at the discretion of the Employer.

**ARTICLE XXI**  
**LAY-OFF AND RECALL**

- 21.1** The District Administrator will lay off in inverse order of seniority within a classification series.
- 21.2** No new Employee shall be hired by the Employer until all available Employees placed on layoff have been offered reemployment, provided the layoff period does not exceed one year and that the Employees keep the Employer advised of their current address. An offer of reemployment shall be in writing and sent by registered and regular mail to the Employee. An Employee so notified must indicate his/her acceptance of said reemployment within fourteen (14) days of mailing of the notice and shall be back on the job within 30 days of acceptance of an offer or forfeit all reemployment rights under this Article.
- 21.3** An Employee to be laid off who has seniority in a lower classification may replace any Employee in that classification provided he/she can meet the qualifications for the job or has previously held that position.
- 21.4** Employees laid off shall be given preference in filling any vacancies for which they are qualified or have skills and abilities to perform, or reasonably obtain those skills, within his/her classification series (or any other classification for which he/she is qualified) and accumulated seniority and accrued sick leave shall be restored to an Employee recalled from layoff.
- 21.5** The Employer will give not less than two weeks (14 calendar days) notice to Employees to be laid off.
- 21.6** Employees laid off under the provisions of this Article shall receive compensation for all accumulated annual leave in the next regular pay period.

**ARTICLE XXII**  
**DISCIPLINE**

- 22.1** The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective Employee management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize.
- 22.2** In order of increasing severity, the disciplinary actions which the District may take against an Employee include:
- (a) Verbal warning;
  - (b) Written reprimand;
  - (c) Suspension; and
  - (d) Termination.
- What disciplinary action is taken depends upon the seriousness of the affected Employee's conduct.

- 22.3 An Employee may be suspended or terminated for just cause.
- 22.4 Employees may request the presence of a union representative in any meeting between the Employer and the Employee, if said meeting is called for disciplinary consideration and/or reason.
- 22.5 The Employer will not maintain extraneous personnel files for use in matters of discipline.
- 22.6 An Employee's off-duty activities shall not be cause for discipline unless clearly detrimental to performance on the job.
- 22.7 In cases of suspension, termination and demotion, the specific charges and duration, where applicable, of the action shall be furnished to the Employee in writing at least fifteen (15) calendar days prior to the effective date of the action, unless in the judgment of the District Administrator or designee, circumstances are such that retention of the Employee will likely result in disruption of District programs, damage to or loss of District property or be injurious to District Employees, fellow Employees or clientele of the District. In such cases, the specific charges shall be made available to the Employee in writing at the District office not later than one (1) working day after the action became effective.
- 22.8 An Employee may not be suspended for more than thirty (30) days as a single action; or for more than sixty (60) days as an accumulation of several actions during a calendar year.
- 22.9 Only the District Administrator may demote an Employee to the next lower class when it can be shown that the Employee is not satisfactorily performing work at the higher level; however, demotion shall not be used as an instrument of discipline.
- 22.10 In a demotion, the principles and rules of disciplinary action as set forth above shall be applicable.

### **ARTICLE XXIII** **GRIEVANCE PROCEDURE**

- 23.1 The parties hereto, recognize the need for fairness and justice in the adjudication of Employee grievances and enter into this agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 23.2 Grievances shall be heard on work time where practicable and feasible.
- 23.3 Whenever the investigation of a grievance requires the inspection of records, both parties will make available to the other, upon written request, such records as are needed.
- 23.4 A "grievance" is hereby defined as an alleged violation of the terms of this agreement by the District, an Employee, or a group of Employees.
- (a) **Step One:** Prior to any formal grievance action, the Employee(s) and supervisor will attempt to resolve the problem.

- (b) **Step Two:** Any Employee(s) or supervisor who finds that the problem cannot be resolved at Step One shall immediately present the problem to the Human Resource Representative. The Human Resource Representative shall work with the Employee(s) and supervisor to resolve the problem. (Employees may wish to seek assistance from their bargaining representative at this step.) If resolution is not accomplished within a time period which is satisfactory to the aggrieved Employee(s), the Human Resource Representative will inform them of the method of filing a "Notice of Grievance".
- (c) **Step Three:** When Step One through Two fail to resolve the problem, the Employee(s) shall notify their bargaining representative and request the filing of a "Notice of Grievance." The bargaining representative shall prepare and present to the District Administrator a written "Notice of Grievance", such notice to be signed by the aggrieved Employee(s). The "Notice of Grievance" shall set forth, so far as may be applicable:
- (1) The nature of the grievance, and the circumstances out of which it arose.
  - (2) The remedy or correction the District or Union is requested to make.
  - (3) The section or sections of this agreement alleged to have been violated.

**23.5** Any Employee "Notice of Grievance" must be presented to the District Administrator in writing within fourteen (14) working days after failure of Step Two. The District Administrator will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within one (1) working week of receipt of the "Notice of Grievance."

**23.6** Should either the District Administrator or bargaining representative desire extension of the allotted time for Step Three, such extension can be accomplished by mutual agreement.

**23.7** Grievances asserted by the District shall be initiated at the Step Three level by the District Administrator serving upon the bargaining representative a "Notice of Grievance." The bargaining representative shall take appropriate action to review the merits of the grievance and issue a written decision to the District Administrator within fourteen (14) working days of receipt of the grievance. Such time can be extended by mutual consent.

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

- (a) **Step Four:** The party dissatisfied with the proposed settlement of the grievance may, within seven (7) working days after failure to adjust the grievance, serve upon the other party a written demand for mediation. The selection of mediator shall be by one of the following means:
- (1) The parties shall attempt to select an impartial mediator by mutual agreement, or
  - (2) The parties shall agree to request that the Public Employment Relations Commission assign a mediator.

- 23.9** The mediation shall commence within fourteen (14) working days, or as soon thereafter as is possible, and conclude by signed settlement of the parties or declaration of impasse by the mediator.
- 23.10** Expenses for the mediator's service and the proceedings shall be borne equally by the Employer and the Union.

**ARTICLE XXIV**  
**UNION REPRESENTATIVES**

- 24.1** The Union shall, within ten (10) days after the signing of this agreement, elect a shop steward where members of the Union are employed. The steward shall see that the provisions of this agreement are observed and shall be allowed reasonable work time to do so. The name(s) of shop steward(s) so appointed shall be furnished to the Employer and kept current.
- 24.2** The Business Representative of the Union shall have access to the office during business hours, providing he/she does not interfere or cause Employees to neglect their work.
- 24.3** The Union will provide copies of this agreement to new Employees and to all existing Employees through the Union shop steward(s).
- 24.4** The District shall provide bulletin board space for the use of the Union in areas accessible to members of the bargaining unit.
- 24.5** The District shall make available to the Union meeting rooms, etc. for the purposes of conducting Union business, where such activities would not interfere with normal work of the District. However, the District will allow one-half hour per month for morning meetings on work time. Said meetings shall be conducted between the hours of 8:00 a.m. and 9:00 a.m.

**ARTICLE XXV**  
**TERM OF AGREEMENT**

- 25.1** This agreement shall become effective January 1, 2009 and shall continue in effect thro December 31, 2011.
- 25.2** The parties agree that a targetschedule for conferences and negotiations to be carried on by the parties with respect to extension of this agreement beyond its term is as follows:
- (a) Submission of the Union's recommendations in writing to the Employer by August 15.
  - (b) Submission of Employer's answer in writing by September 15.
  - (c) Negotiations (if required) to begin by October 1.

**ARTICLE XXVI**  
**SAVING CLAUSE**

- 26.1** In the event any provision of this agreement shall at any time be made invalid by applicable legislation, or declared invalid by any court of competent jurisdiction, such action shall not invalidate the entire agreement. It is the intention of the parties hereto that all other



**YAKIMA HEALTH DISTRICT  
Local 17 - Environmental Health**

**Exhibit A**

**PAY GRID PROGRESSION**

1. The first Ten (10) Steps of the pay matrix are based upon longevity.
2. If an employee is hired at any Step other than Step One (1), that employee goes to the next Step after completion of twelve (12) months service within that classification. The six (6) month probationary period still applies even if a new employee is hired at a Step other than Step One (1).
3. Skill Steps can be earned beginning two years after completion of the six (6) month probationary period at a rate of one (1) Skill Step per year. The employee may also gain one time step during the year until they have been employed eight and one-half (8 1/2) years.
4. Skill Steps will be applied when earned as part of annual performance evaluation. Skill Steps earned allow pay level to progress past the basic level section of the pay grid as appropriate. An employee can advance only one (1) step per year through the skill points, and may also advance one (1) additional step per year through years of service.
5. Skill Steps must be approved by the supervisor and will be for skill of use to the District.
6. The list of skills can be changed/added to with concurrence of the union and management.

**Yakima Health District  
Local 17 — Environmental Health**

**Exhibit B**

**SPECIAL SKILLS, KNOWLEDGE & CERTIFICATIONS CHART**

Employees shall be eligible to earn and/or lose program and skill points, as follows:

Employees must earn five (5) skill and/or program points for each full step.

When an employee is reassigned to a primary program that has higher value, additional points will be given on the employee’s anniversary date immediately following completion of one year in the higher-value program.

<b><u>Program Area Difficulty for Primary Program Assignment of Employee</u></b>	<b>VALUE</b>
HAZ-MAT .....	9
On-Site Sewage.....	8
EH CD .....	8
Food .....	7
Solid Waste .....	6
Schools .....	5
Water .....	4
Pools.....	3
Camps.....	2
Vector.....	1

<b><u>SKILL</u></b>	<b>VALUE</b>
Program Lead.....	10
R.S. Maintained.....	5
Master’s Degree .....	5
Program Development .....	4
Bilingual Translation.....	3
40 Hour HAZ-MAT Maintained.....	3
8 Hour HAZ-MAT (included)	
Landfill Operator Certification (40 Hour) Maintained .....	3
HAZ-MAT Site Supervisor Certification (40 HR Cert. Required).....	3
Certified Pool Operator .....	3
Advanced Educational Course Work.....	2 Each
Bilingual Interpretation .....	2
Advanced Computer Skills .....	1 Each
On-Site Inspector Cert Maintained .....	3
Third Party Qualified Sanitary Surveyor Maintained .....	3
LAN Liaison .....	3
Website Development/Maintenance .....	5

Public Notary .....	1
Certified Food Safety Professional .....	3
Present Classroom Instruction .....	3
Help Desk Assignment.....	3
Multi-Program Responsibility.....	1 Point for each Program Routinely Worked* except for Primary Program

\* “Program Routinely Worked” means a program to which an employee has been assigned as the back-up by the Environmental Health Director, as well as an assignment in a program that requires direct client services and/or work in a program on an average monthly basis. This shall not be construed as covering the help desk. At the direction of the Environmental Health Director, an employee who has been so assigned will be required from time to time to perform work in such program in order to maintain sufficient knowledge and expertise.

The parties understand and agree that employees may also lose program and/or skill points upon the occurrence of either or both of the following conditions:

- When an employee is reassigned to primary program that has lower value, he or she will be subject to a reduction in points to the assigned point level for the new primary program. Such reduction will be effective on the employee’s anniversary date immediately following the reassignment. Should the primary program become needed again; the employee who was removed from the program shall have first recall rights into the higher value primary program. The higher value point level shall be resumed when the employee is reinstated into the primary program.
- Skill points may be lost either by change in program duties or by failing to maintain skill certifications. Lost skill points will not affect current salary; however, lost skill points will have to be earned back in order for an employee to receive future skill step raises.

Note: an employee’s salary will not be reduced even if he or she incurs a loss of program and/or skill points.