

SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

5 - 71

RESOLUTION NUMBER: 5 - 71

RESOLUTION SUBJECT: A RESOLUTION DESIGNATING THE STATE PERSONNEL BOARD AS THE CIVIL SERVICE COMMISSION FOR THE SNOHOMISH HEALTH DISTRICT.

WHEREAS, it is necessary for the SNOHOMISH HEALTH DISTRICT to entirely amend its system of personnel administration and personnel policies as hereinbefore adopted in order to comply with federal requirements under Public Law 89-749 and to remain eligible to receive federal funds which support a significant portion of the public health program presently conducted by the Health District, and

WHEREAS, said modification of personnel policies of the Health District must be carried out without prejudice to the rights of its employees under existing collective bargaining agreements as herein-after more particularly set forth, and

WHEREAS, the State Personnel Board for the State of Washington is so constituted and administers a competent personnel policy in the area of personnel administration based upon merit and scientific methods governing appointments, promotion, transfer, layoff, recruitment, retention, classification and pay plan, removal, discipline and welfare, sick leave and vacation benefits, and other incidents of employment and is willing to act as the administrative officer and administrative agency for the SNOHOMISH HEALTH DISTRICT in these matters, NOW, THEREFORE,

IT IS HEREBY RESOLVED by the SNOHOMISH HEALTH DISTRICT BOARD OF HEALTH as follows:

1. ORIGINAL ADOPTION OF CIVIL SERVICE SYSTEM RULES: The State Personnel Board, as provided for in RCW 41.06.110, is designated as the civil service commission for this district, and shall be herein-after referred to as the Personnel Board. The Director of the State Department of Personnel is designated as the administrative agency for operation of the District civil service system. The Personnel Officer of the State Department of Social and Health Services is designated as the Personnel Officer for this Health District, and shall represent this Board and the District Health Officer to the Department of Personnel and the Personnel Board in the transaction of routine civil service business.

2. CONTRACT FOR CIVIL SERVICE ADMINISTRATION: To secure the services of the State Personnel Board, the Department of Personnel, and the Personnel Officer of the State Department of Social and Health Services, the Chairman of the Board is authorized to enter into a service contract with the State Director of Personnel and the

Secretary of the State Department of Social and Health Services providing for payment of one per cent (1%) or less of the gross payroll of all covered employees to the Department of Personnel.

Such contract is to remain in effect for a minimum period of one (1) year from its effective date of inception; said contract may be terminated upon the expiration of said one (1) year period by either party giving thirty (30) days notice of intention to terminate the contract served on the other party in writing thirty (30) days before the expiration of the first year of this contract; thereafter, said contract may be terminated at any time on thirty (30) days notice in writing served by one party on the other of election to terminate the contract.

3. ORIGINAL ADOPTION OF CIVIL SERVICE SYSTEM RULES: Except as covered by existing collective bargaining agreements hereinafter referred in Paragraph 4 of this resolution, all personnel policies heretofore adopted by resolution of the BOARD OF HEALTH are hereby repealed, unless the same are not in conflict herewith.

The civil service rules of this District are designated to be those of the Local Government Merit Program as presently adopted by the State Personnel Board. These rules may be modified from time to time by the Personnel Board without further action by the SNOHOMISH HEALTH DISTRICT BOARD OF HEALTH.

4. CONFLICT WITH EXISTING COLLECTIVE BARGAINING AGREEMENTS: The SNOHOMISH HEALTH DISTRICT has contracted by written collective bargaining agreement with the following unions and association, namely:

Washington State Council of County and City Employees,
AFL-CIO, Local No. 1811;

Washington State Nurses Association, Inc.;

Professional and Technical Engineers Association, Local No. 17.

Reference is hereby made to said collective agreements with each of the said collective bargaining representatives, which agreements are in full force and effect between said associations or unions and the SNOHOMISH HEALTH DISTRICT for the calendar year 1971. The provisions of said collective bargaining agreements shall take precedence over the conflicting provisions of the Local Government Merit Program for the duration of the calendar year 1971. All personnel policies, and wages, where applicable, shall be determined, administered and settled in accordance with said collective bargaining agreements for the balance of the calendar year 1971.

The District Health Officer is directed to refrain from bargaining collectively for any future agreement regarding any condition of employment, which, by this resolution, is delegated to the State Personnel Board.

Any subsequent collective bargaining agreement entered into by the Health District prior termination of the Local Government Merit Program, as provided in Paragraph 2 above, shall contain provisions which state that said Local Government Merit Program shall govern and prevail over any conflicts in such collective bargaining agreements.

5. RESPONSIBILITY AND AUTHORITY OF PERSONNEL BOARD: The Health District hereby delegates to the aforementioned Personnel Board exclusive responsibility for amending existing provisions, or adopting new provisions of the Local Government Merit Program, provided that this Health District is given reasonable advance notice of pending changes, and that such changes are adopted in public meeting in which the District Health Officer or his representative, the Personnel Officer, and an employee representative of each employee organization having a recognized collective bargaining unit among employees of this District have had an opportunity to be heard.

The Health District further delegates exclusive responsibility to the aforementioned Personnel Board for all rules pertaining to: development and adoption of job classes, and allocation of positions thereto; determination and adjustment of salaries; recruitment, examination, selection, appointment, promotion, demotion, disciplinary actions, and termination of employees; perquisites including holidays, vacations and sick leave; rights of appeal, exemption of classes or types of positions and personnel from one or more provisions of the Merit Program; and disclosure of all information necessary to the operation of the Local Government Merit Program. The following positions are hereby exempted from the standards of the Local Government Merit Program, namely: members of policy, advisory, review and appeals boards, or similar bodies, who do not perform administrative duties as individuals; officials serving ex officio and performing incidental administrative duties; the District Health Officer and the Assistant or Deputy District Officer; attorneys serving the Board of Health as legal counsel; part-time professional help and related personnel; part-time positions established for the purpose of conducting a special study or investigation.

6. RESPONSIBILITY AND AUTHORITY OF THE PERSONNEL DIRECTOR: The Personnel Director shall serve as executive officer for the State Personnel Board, and shall have authority to establish, conduct, and enforce such procedures as necessary to maintain the Local Government Merit Program, and to delegate such authority to staff members of the State Personnel Department.

7. RESPONSIBILITY AND AUTHORITY OF DISTRICT HEALTH OFFICER: The District Health Officer is responsible to see that provisions of the Local Government Merit Program are observed in all operations of this Health District and to make those decisions allowed to this District under the Program. He may designate a staff member to carry out those duties of his which arise out of the civil service system; this person will be known as the Personnel Agent, and his signature on civil service transactions will carry authority of this District. The

District Health Officer may also delegate authority to the Personnel Officer to conduct civil-service-related transactions as long as such delegation does not violate provisions of the Local Government Merit Program. The District Health Officer will advise the Health Board of significant changes in the rules or operations of the civil service system subsequent to the date of contract.

8. SEVERABILITY: If any provision of this resolution is in conflict with the laws of the State of Washington or the United States, that provision shall be considered invalid and the balance of the resolution shall remain in effect.

9. EFFECTIVE DATE: This resolution shall become effective June 1, 1971.

DATED this 18th day of May, 1971.

Richard Slye, Chairman

Attest:

Clariss Hyatt, M.D., M.P.H.
Health Officer

May 18, 1971

SNOHOMISH HEALTH DISTRICT--
STATE OF WASHINGTON DEPARTMENT OF PERSONNEL

CONTRACT FOR PARTICIPATION IN
LOCAL GOVERNMENT MERIT PROGRAM

THIS AGREEMENT made and entered into between the SNOHOMISH HEALTH DISTRICT, the STATE DEPARTMENT OF PERSONNEL and the STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES, DIVISION OF HEALTH,

W I T N E S S E T H :

WHEREAS, it is necessary for the SNOHOMISH HEALTH DISTRICT to entirely amend its system of personnel administration and personnel policies as hereinbefore adopted in order to comply with federal requirements under Public Law 89-749 and to remain eligible to receive federal funds which support a significant portion of the public health program presently conducted by the Health District, and

WHEREAS, said modification of personnel policies of the Health District must be carried out with prejudice to the rights of its employees under existing collective bargaining agreements as herein-after more particularly set forth, and

WHEREAS, the State Personnel Board for the State of Washington is so constituted and administers a competent personnel policy in the area of personnel administration based upon merit and scientific methods governing appointments, promotion, transfer, layoff, recruitment, retention, classification and pay plan, removal, discipline and welfare, sick leave and vacation benefits, and other incidents of employment and is willing to act as the administrative officer and administrative agency for the SNOHOMISH HEALTH DISTRICT in these matters, NOW, THEREFORE,

IT IS AGREED AS FOLLOWS, TO-WIT:

1. In return for one per cent (1%) of the gross payroll for all covered employees in the SNOHOMISH HEALTH DISTRICT, payable within fifteen (15) days of the close of each calendar month, the STATE PERSONNEL DEPARTMENT agrees to render the services which are outlined in the Local Government Merit Program. The SNOHOMISH HEALTH DISTRICT agrees to be bound by all provisions of said Merit Program and the rulings, orders, and decisions of the WASHINGTON STATE DEPARTMENT OF PERSONNEL and STATE PERSONNEL BOARD which pertain thereto.

2. The SNOHOMISH HEALTH DISTRICT will pay all of its covered employees

- () One range higher than
- () The same as
- () One range lower than
- (x) Two ranges lower than
- () Three ranges lower than

the salary ranges prescribed by the STATE PERSONNEL BOARD for their job classes, provided that if one covered position is paid a one, two, or three range deviation from the prescribed salary range, all positions will be paid according to the same deviation. Thus, if a Clerk Typist II is paid two ranges lower than the prescribed salary range, each other covered employee in the same local government unit will also be paid two ranges below the prescribed range for his class.

The implementation plan for original placement of employees on prescribed salary ranges will be the plan not struck from the following (X) (X) (X) (4--to be described in addendum to this agreement) of Section 3.550 of the Local Government Merit Program rule.

The Local Government may, on written notification to the DEPARTMENT OF PERSONNEL, shift its salary position from one of deviation from the prescribed range to a new position of lesser deviation, provided that the amount of deviation is under all circumstances uniform for each job class and that the new level of pay be set on exact ranges and steps of the Merit Program pay plan.

3. Because local implementation of this merit program involves State evaluation and allocation of all positions to classes, selection of an implementation, establishment of records and procedures, and the design and conduct of examination, which process may take several months:

(a) The date of any salary changes resulting from entry into this program, or from allocation of any positions during the entry process, may be any time after the PERSONNEL DEPARTMENT notifies the HEALTH DISTRICT that the allocations are complete; provided that such changes must be effective not later than the first January 1 following the first October 1, which occurs after such notice; and provided that, if the existing rate of compensation for any position or group of positions is higher than the State-prescribed rate, and is so guaranteed by an existing union agreement, the present rate of pay shall prevail until the end of that guaranteed period.

(b) The HEALTH DISTRICT may make necessary interim personnel actions without approval by the PERSONNEL DEPARTMENT or Board until the PERSONNEL DEPARTMENT notifies the District that position allocation is complete.

4. This agreement shall remain in effect for a minimum period of one (1) year, and continuously thereafter until either party withdraws by giving written notice of intent to withdraw therefrom thirty (30) days in advance of such withdrawal date; provided the contract may be terminated after the expiration of one (1) year from its effective date by either party giving notice thirty (30) days before such one year period elapses of intent to terminate; provided that the Director of Personnel may terminate the agreement within the first

year and with thirty (30) days advance notice if circumstances make it unfeasible for the Personnel Department to continue operation of the Local Government Merit Program. In such case the termination may not prejudice the rights of parties to the Merit Program for events which have already taken place, and reimbursement for conclusion of appeals in process shall be payable by the Local Government to the DEPARTMENT OF PERSONNEL within thirty (30) days of their receipt of a bill for services.

This agreement may be amended by mutual consent of the parties.

Changes in provisions of the Local Government Merit Program may be made from time to time by the State Personnel Board as described in Section 1.008, "Change of provisions".

In the event of a withdrawal from or amendment to this agreement, and where federal funds are involved, written notice of such withdrawal or amendment will be submitted in writing by the initiating party to the Department of Health, Education and Welfare twenty days prior to the effective date of such withdrawal or amendment.

This agreement shall become effective June 1, 1971, and shall be signed by the State Directors of Personnel and SNOHOMISH HEALTH DISTRICT and adopted by resolution of the governing commission or board or other responsible governing of each contracting party.

5. In the event of any suit or action brought by any of said collective bargaining units or agents or individual employees on behalf of the employees of the Health District contesting the validity of the within contract, or any part or portion thereof, it is expressly agreed that the DEPARTMENT OF PERSONNEL and the STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES, DIVISION OF HEALTH, will undertake the defense of said action solely at the expense of the State of Washington and will retain necessary counsel and attorneys through whom the defense for such action will be conducted; provided, however, attorneys representing the State of Washington shall keep the attorneys of the Health District continuously advised as to the status of any such litigation or law suits, and shall furnish information to said attorneys and permit said attorneys to associate of counsel upon the direction of the Health District Board of Health.

6. The provisions of the existing collective bargaining agreements between the Health District and the Professional and Technical Engineers Association, Local No. 17, Washington State Nurses Association Inc., and Washington State Council of County and City Employees, AFL-CIO, Local No. 1811 are expressly affirmed by the Health District through the resolution attached hereto and it is agreed that the personnel policies and all determinations affecting employees of the District covered by said collective bargaining agreements for the balance of the calendar year 1971 shall be governed by said personnel policies referred to in said agreements, and that the Local Government Merit Program, where the same conflicts with said personnel policies

as established by contract, shall be controlled by the personnel policies referred to in said collective bargaining agreements for the balance of the calendar year 1971.

Signed for the STATE
DEPARTMENT OF PERSONNEL

Signed for the STATE DEPARTMENT
OF SOCIAL AND HEALTH SERVICES,
DIVISION OF HEALTH

State Director of Personnel

Date: _____

Date: _____

Signed for SNOHOMISH HEALTH
DISTRICT

Richard Slye, Chairman

Date: _____

APPROVED AS TO FORM ONLY
____ day of _____, 1971,
SLADE GORTON
Attorney General

Attest:

Claris Hyatt, M.D., M.P.H.
Health Officer

Date: _____

By: _____
Assistant Attorney General