

SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

77 - 8

RESOLUTION NUMBER: 77 - 8

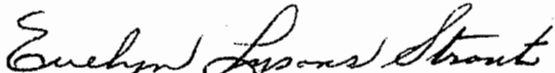
RESOLUTION SUBJECT: A RESOLUTION AUTHORIZING THE SIGNING
OF COLLECTIVE BARGAINING AGREEMENTS

WHEREAS Snohomish Health District has recognized the International Federation of Professional and Technical Engineers Association, Local No. 17; the Washington State Nurses Association, Inc.; and the Washington State Council of County and City Employees, AFL-CIO, Local 1811 as the bargaining representatives for employees of the District, and

WHEREAS District representatives and employee and bargaining representatives have met and reached agreement concerning collective bargaining agreements for 1977,

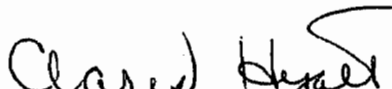
NOW THEREFORE the BOARD OF HEALTH of Snohomish Health District does authorize the Chairman of the Board to sign these Agreements (attached) on behalf of Snohomish Health District.

Adopted this 15th day of March 1977.



Evelyn Lysons Strout, Chairman
Board of Health

ATTEST:



Claris Hyatt, M.D.
Health Officer

March 15, 1977

CH: dey

A G R E E M E N T

This AGREEMENT made and entered into this day between the SNOHOMISH HEALTH DISTRICT, a municipal corporation existing under the laws of the State of Washington, hereinafter called the "DISTRICT", and the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO, LOCAL 1811, hereinafter called the "UNION",

W I T N E S S E T H:

WHEREAS, the DISTRICT, heretofore and in June of 1971, adopted a resolution designating the State Personnel Board as the Civil Service Commission for the DISTRICT and, pursuant thereto, entered into a contract providing for participation by the DISTRICT in the Local Government Merit Program administered by the State Department of Personnel and State Department of Social and Health Services, and

WHEREAS, the DISTRICT'S and the UNION'S representatives have bargained with reference to matters not covered by the DISTRICT'S contract with the said State Department of Personnel of the State of Washington under the said Local Government Merit Program, hereinafter referred to as "LGMP",

NOW THEREFORE, the DISTRICT and the UNION hereby agree as follows to-wit:

ARTICLE I - DEFINITIONS

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

- 1.1 "Employee unit", unless otherwise designated herein, the employee unit shall mean all employees except the executive secretary and the accounting assistant (position number H31-0017) employed in the division represented by the Union holding a particular classified position.
- 1.2 "District Health Officer", is the duly appointed and constituted health officer for the District and the chief executive and administrative officer of the District vested with full authority for management and direction of District affairs by the Snohomish Health Board, the laws of the State of Washington as promulgated by the Washington State Legislature and by the rules and regulations of the Washington State Board of Health.
- 1.3 "Public employer", means the Snohomish Health District as constituted and organized from the effective date of the laws of 1967, Chapter 51, Extraordinary Session.
- 1.4 "Bargaining representative", means the Union which is the lawfully designated organization representing the employee within the employee unit in the employment relations with the public employer.

- 1.5 "Employee representative", shall be that member of the employee unit certified to the District by the bargaining representative within ten (10) days from date of this contract.
- 1.6 "Association or Union", as expressed in this contract, shall mean the legal organization representing the employee unit.

ARTICLE II
ASSOCIATION OR UNION MEMBERSHIP AND REPRESENTATION

- 2.1 Each employee, who on the effective date of this Agreement is a member of the Association or Union, shall, as a condition of employment, maintain his/her membership in the Association or Union. Each employee hired on or after the execution of this Agreement shall be informed by the employer of the existence of a union agreement and shall, as a condition of employment, become a member of the Association or Union not later than six (6) months after his/her hiring-in date and maintain membership in the Association or Union. 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 Association or Union.
- 2.2 The District shall, for the duration of this Agreement, deduct regular periodic Association or Union dues each month from the first paycheck of each employee who certifies in writing authorization for such deduction upon such form as may be approved by the District from time-to-time. Funds so deducted for the employee shall be remitted by the District to such officer or agent of the Association or Union as the agent shall, in writing, designate. The right of non-association of an employee shall apply pursuant to the provisions of RCW 41.56.122 when based upon bona-fied religious tenets or teachings of a church or religious body of which such employee is a member.
- 2.3 Any employee who requests time-off for union activities in addition to regular time-off may be granted such request if such time-off will not inconvenience the operations of the District or increase thereby its operating expenses; PROVIDED, further, that such employee shall receive no compensation from the District for such time-off. During contract negotiations two employee representatives will join with the employee bargaining representative in all phases of negotiations available under the Collective Bargaining Act without loss of compensation to any employee.
- 2.4 Upon the request of any employee or a bargaining representative having written authorization from the employee, that employee's personnel file(s) will be made available for review by the employee and/or bargaining representative. Records shall be reviewed in private in the administrative offices of the District. Personnel records will be interpreted to mean the usual personnel records maintained for each employee including, but not limited to, the following: application form, references or copies of credentials, personnel leave records, leave request

forms, withholding tax forms, retirement system forms, notices to individual employees concerning change in status, salary or other notices written to individual employees, and other such similar information. References or other records collected concerning employees will either be made available or destroyed upon receipt.

ARTICLE III - LGMP

- 3.1 It is understood that the provisions of LGMP are applicable and shall control as to those matters outlined in the contract hereinabove referred to between the District and the State Department of Personnel and the State Department of Social and Health Services. Specifically it is understood that matters relating to rates of pay and other conditions of employment as covered in the LGMP manual or in policies set forth from time-to-time by LGMP administrative office control the District's administration of personnel policies and conditions of employment.
- 3.2 Nothing contained herein shall restrict the District from cancelling the contract with LGMP or contracting merit service from another approved Merit Program providing such change shall not result in any decrease in salaries as set forth in the District's 1977 Budget nor any substantial change in fringe benefits.

ARTICLE IV - PURPOSE AND SCOPE

- 4.1 This contract covers those matters set forth which are not the subject matter of coverage under the District's contract with the State Department of Personnel. It is recognized by the parties that the District is a public employer. Nothing contained in this agreement shall be in violation of any law enacted by the State Legislature of the State of Washington regulating such District and the employees thereof and, in the event of any such conflict, the laws of the State of Washington promulgated by the State Legislature shall control. Nothing contained herein shall be deemed in any manner to restrict any public officer of the District from the discharge and performance of his/her duties as such are defined by the laws of the State of Washington and the rules and regulations promulgated by the Washington State Board of Health.
- 4.2 District Board of Health and/or District Health Officer retain the right and obligation in accordance with said applicable laws of the State of Washington and said applicable rules and regulations of the Washington State Board of Health to:
 - a) Direct employees covered by this agreement, including the right to hire, promote, transfer, discharge or discipline for proper cause and to maintain discipline and efficiency of the employees of the District;
 - b) Relieve employees from duty because of lack of work, or other legitimate reasons; or to increase employment for the convenience of the government to meet or satisfy any emergency,

catastrophe or public responsibility vested in the District by applicable laws of the State of Washington or the rules and regulations of the Washington State Board of Health;

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

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

ARTICLE V - HEALTH PROGRAMS AND INSURANCE

- 5.1 All employees shall be covered by State Industrial Insurance and Medical Aid acts as promulgated by the Washington State Legislature where applicable.
- 5.2 The District will provide a medical, surgical, hospital and life insurance plan for all full-time regular employees. Three plans will be made available through three separate carriers in 1977. Each employee will have the option of selecting a carrier. Plans offered in 1977 will be through Washington Physicians' Service, Group Health Cooperative, and United Pacific Life Insurance Company. The District will pay the monthly premium of \$30.89 for employees selecting Washington Physicians' Service, the monthly premium of \$29.05 for employees selecting Group Health and the monthly premium of \$24.65 for employees selecting United Pacific. In addition the District will pay \$2.96 monthly premium for United Pacific Life Insurance for all full-time regular employees. Employees, at their option, may include their dependents under such plans at their expense by payroll deduction. If employees with dependents select Group Health or United Pacific medical, surgical and hospital insurance, the District will contribute the difference between those premiums and the Washington Physicians' Service premium in 1977 toward the cost of dependent coverage. Insurance coverage becomes available the first of the month following the month the employee is placed on the payroll. At the employee's expense, the employee may maintain the District's medical, surgical and hospital insurance coverage at the group rate after retiring from the District until age sixty-five.
- 5.3 The District will provide for all full-time regular employees of the District a dental insurance plan. The District shall pay \$6.75 monthly premium per employee for this insurance coverage. Employees, at their option, may include their dependents under this plan at their expense. The plan offered by the District is made available through participation in the Snohomish County dental insurance plan provided through United Pacific Life Insurance Company. Dental insurance becomes available the first of the month following the month the employee is placed on the payroll.

- 5.4 The District will provide for all full-time regular employees of the District a Vision Care Plan provided by United Pacific Life Insurance Company through the Washington Counties Insurance Fund. The District shall pay \$2.00 monthly premium per employee for this insurance coverage during 1977. Employees, at their option, may include their dependents under this plan at their expense. This insurance coverage will be available to employees commencing April 1, 1977. Vision care insurance for new employees will become available the first of the month following the month the employee is placed on the payroll.
- 5.5 The District will contribute on a pro-rated basis the cost of monthly premiums for health insurance for a regularly scheduled part-time employee if such insurance is desired by the regularly scheduled part-time employee. The remainder of the monthly premium(s) will be paid by the employee. Regularly scheduled part-time employees will be those who regularly work a defined part-time schedule (in contrast to those who work intermittently or on an on-call basis) and who meet the requirements of LGMP for being classified as regular part-time employees.
- 5.6 Physical examinations may be required at the direction of the District Health Officer of employees before permanent employment.
- 5.7 A tuberculin skin test (waived by the Health Officer when appropriate) will be required of all employees at the time of employment. When a tuberculin skin test is not indicated a chest x-ray will be required at the time of employment. Employees having a positive reaction shall have an annual chest x-ray examination but require no further skin testing. Employees with a negative tuberculin skin test shall have repeat testing annually. Appropriate immunizations will be provided for employees. Chest x-rays, tuberculin skin tests, and immunizations will be provided for employees by the District at no cost to the employee.
- 5.8 It is understood that the District presently maintains the following insurance policies:
- 1) Comprehensive Liability Policy, issued by Aetna Life & Casualty, Policy Number 81 AL 195012CCA
 - 2) Umbrella Excess Liability Policy, issued by Aetna Life & Casualty, Policy Number 81 XS 2547 WCA

Premiums for these policies will be paid for by the District. The name of the insured is Snohomish Health District. Persons insured under these policies include any employee of the named insured while acting within the scope of his/her duties. The District agrees that if it is necessary to decrease the limits of coverage from those in existence at the time of signing this Agreement, the District will so advise the Association or Union of such action and the reason for it.

ARTICLE VI - HOURS OF WORK

- 6.1 The basic work week shall be the standard forty (40) hour work week. The basic work week shall be Monday through Friday. Special programs or unusual circumstances may necessitate work on other days; in such instances the work week shall be five (5) days out of a seven (7) day period. Assignments to work days other than those defined as being the basic work week shall be by mutual consent. Nothing in this section is to be construed as preventing the Health Officer from changing work schedules, on a temporary basis, in event of a bona fide public health emergency.
- 6.2 The basic work day shall be 8:00 a.m. to 5:00 p.m. with one hour for lunch. Special programs or unusual circumstances may necessitate adjusting the hours to another nine hour period (including an hour off for lunch). Assignments to work hours other than those defined as the basic work day shall be by mutual consent. Nothing in this section is to be construed as preventing the Health Officer from changing work schedules, on a temporary basis, in event of a bona fide public health emergency.
- 6.3 During 1977, on a continued trial basis, the basic work day for field employees in the sewage program will be 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. with a half-hour for lunch. When assigned to office duty the lunch half-hour will be from 11:30 a.m. to 12 noon. Shift assignments will vary among the group of employees involved and will be made by the Supervisor when needed to provide for necessary coverage in event of illness, vacation, or other absence(s) from duty.
- 6.4 Work performed in excess of the basic work day or work week must be related to regular duties and must be approved in advance by the immediate supervisor and authorized by the Health Officer. Employees working overtime without prior authorization will not be compensated unless such work is subsequently authorized by the Health Officer.

Extra time worked will be compensated at the rate of time and one-half either by compensatory time off or by cash payment, the decision of which is to be paid to be made by the Health Officer after consultation with the individual employee involved.

Earned compensatory time may be taken consecutively with vacation time with a maximum of such compensatory time to be added to vacation time to be five (5) days. Earned compensatory time must be taken within one year from the date earned.

ARTICLE VII - POSTING OF JOB OPENINGS

- 7.1 The District will post lists of positions which will become vacant and/or change in Snohomish Health District policies and regulations which refer to positions which will be filled by the District.

ARTICLE VIII - RETIREMENT AND SOCIAL SECURITY

- 8.1 Retirement benefits available to the employee as an employee of the District, a public employer, will be serviced and paid by the District and the employee, provided by existing laws of the Washington State Legislature now in force and as may be hereafter amended under the Washington State Public Employees Retirement System.
- 8.2 All employees shall be covered by existing Federal legislation governing social security. Appropriate deduction shall be made by the public employer and the employee with payments made to the Internal Revenue Service as provided by the laws of the United States of America.

ARTICLE IX - EDUCATION

- 9.1 Inservice training leave may be granted with the dual purpose of increasing knowledge and efficiency and enabling the employee to bring to the other staff members the information gained. Leaves with pay may be granted for attending professional meetings such as conferences, symposia, workshops and college short courses not to exceed one week except with advance approval of the Board of Health. Out-of-state travel and leave shall require prior approval by the Board of Health.
- 9.2 The District will establish and administer a Tuition Refund Program under which employees will, under such terms and conditions as the Board of Health may from time-to-time establish, receive a tuition refund upon completion of an approved job-related course at an approved education or training institution during non-working hours, while on the active payroll of the District.

ARTICLE X - TRANSPORTATION

- 10.1 Personnel regularly performing field duties shall not be required to drive personally-owned vehicles for Health District business.
- 10.2 The District agrees to provide vehicles for the purpose of conducting health district business to employees who are regularly assigned to field duties. Vehicles so provided shall be maintained in a safe condition. Employees shall keep a record of mileage and expenses; such records shall be turned into the administrative office of the District on the last working day of each month. Vehicles shall be garaged in the county garage or other designated garage at the conclusion of each working day unless authorized otherwise. Vehicles will not be driven out of the county except for the purpose of conducting official business and with prior administrative authorization.
- 10.3 In the event that an employee is asked by the public employer to use his/her personal automobile on health district business reimbursement shall be at the rate of fourteen cents (14¢) per mile or three dollars (\$3.00) per day whichever is greater.

ARTICLE XI - BOARD OF HEALTH

- 11.1 A non-supervisory employee may attend a Board of Health meeting during regular working hours without loss of pay provided he/she has been placed on the agenda to make a specific presentation to the Board.
- 11.2 A non-supervisory employee may attend any regular Board of Health meeting on the same basis as any private citizen at his/her own discretion during any period he/she is on a scheduled leave.
- 11.3 The Health Officer will have agendas and minutes of each Board of Health meeting posted on employee bulletin boards. Health Board agendas shall be posted by the morning of the Health Board meeting. Minutes of a Health Board meeting shall be posted a minimum of five (5) working days prior to a newly scheduled Health Board meeting.

ARTICLE XII - LEAVES

- 12.1 Annual leave shall conform to the requirements and standards of LGMP with the exception of days earned which shall be:

<u>During continuous employment year</u>	<u>Days earned per month</u>	<u>Days earned per year</u>
1st	1	12
2nd	1 1/12	13
3rd	1 3/12	15
4th	1 3/12	15
5th	1 3/12	15
6th	1 6/12	18
7th	1 6/12	18
8th	1 6/12	18
9th	1 6/12	18
10th	1 9/12	21
11th	1 9/12	21
12th	1 10/12	22
13th	1 10/12	22
14th	1 11/12	23
15th	1 11/12	23
16th	2	24
17th	2	24
18th and each year thereafter	2 1/12	25

- 12.2 Annual leave will be allocated as follows:
- a. Annual leaves are subject to the approval of the Health Officer.
 - b. Full consideration will be given each employee's preferred vacation period.
 - c. Once an employee has made his selection he may be permitted to change his selection provided there is no conflict with the choice of another employee nor conflicts with the best interest of the Health District.
 - d. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and seniority. Where all other factors are judged to be substantially equal, the employee with the greatest seniority will be given preference for the desired vacation period.
- 12.3 Sick leave shall be earned and granted in accordance with provisions of LGMP with the following additional benefit provided.
- 12.4 Accumulated sick leave upon termination under favorable circumstances will be paid according to the following schedule:
- Employment through the 6th year: No payment of any portion of accumulated sick leave upon termination.
- Employment from 7 through the 14th year: 25% payment of accumulated sick leave (to a maximum accumulation of 120 days) upon termination.
- Employment 15 years or longer: 50% payment of accumulated sick leave (to a maximum accumulation of 120 days).
- 12.5 In order for the employee to comply with the LGMP requirements and the Washington State Registration Act, paid leave of absence shall be given during regular working hours for the purpose of taking examinations provided that such examination is required for present or promotional job assignment in the District and provided that such paid leave will not apply to temporary, part-time employees or employees hired under emergency circumstances. Such leave will be limited to two working days during any twelve-month period.
- 12.6 Legal holidays are designated by statute. Holidays may also be established by Governor's proclamation. The following are legal holidays as established by RCW 1.16.050:

Sunday	
New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day immediately following Thanksgiving Day	
Christmas Day	

Each employee may select another day each calendar year on which the employee desires to take an additional holiday, such selection to be in accordance with provisions of LGMP.

ARTICLE XIII
GRIEVANCE PROCEDURE AND REDRESS TO SUPERIOR COURT

- 13.1 For grievances involving matters covered by LGMP, the LGMP appeal procedure will apply (LGMP manual 10.010-10.150).
- 13.2 For grievances involving matters covered by this Agreement, the procedure of this ARTICLE XIII will apply.
- 13.3 A "grievance" is hereby defined as an alleged violation of the terms of this agreement by the District, an employee, or group of employees.
- 13.4 STEP ONE. Any employee or group of employees having a grievance shall present the grievance to the immediate supervisor within fourteen (14) working days of the occurrence of the grievance. The immediate supervisor shall be given seven (7) working days to resolve the problem.
- 13.5 STEP TWO. If the grievance is not satisfactorily resolved by the immediate supervisor, the employee(s) shall present the grievance to the Division Head within seven (7) working days of the immediate supervisor's decision. The Division Head shall have seven (7) working days to issue a decision.
- 13.6 STEP THREE. If Step One and Step Two fail to resolve the dispute, the employee or group of employees having the grievance shall notify the employee representative and the bargaining representative of the grievance. The bargaining representative shall prepare and present to the Health Officer a written "Notice of Grievance", such notice to be signed by the complaining employee(s). The "Notice of Grievance" shall set forth, so far as may be applicable:
- a. The nature of the grievance, and the circumstances out of which it arose.
 - b. The remedy or correction the District is requested to make.
 - c. The section or section(s) of this Agreement relied upon or claimed to have been violated.

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

The Health Officer will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within fourteen (14) working days of receipt of the grievance.

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

- 13.7 Grievances asserted by the District or the employee's bargaining agent shall be initiated at the Step Three level by the Health Officer serving upon the bargaining representative a "Notice of Grievance" or the employee's bargaining agent serving upon the Health Officer a "Notice of Grievance". The bargaining representative or the Health Officer shall take appropriate action to review the merits of the grievance and issue a written decision to the other party within fourteen (14) working days of receipt of the grievance. Such time can be extended by mutual agreement.
- 13.8 In the event that any disputes under this Article shall not be settled as provided in Step Three, then Step Four shall apply.
- 13.9 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 arbitration.

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

1. The parties shall attempt to select an impartial arbitrator by mutual agreement OR
2. The parties shall agree to request the Department of Labor and Industries to serve as arbitrator OR
3. If the parties cannot accomplish either 1) or 2) above, within fourteen (14) working days, then the Federal Mediation and Conciliation Service will be asked to submit a list of three (3) disinterested persons who are qualified and willing to act as an impartial arbitrator.

Both the District and the Association or Union shall have the right to strike one (1) name from the panel of names submitted. The party requesting the arbitration shall strike the first name; the other party shall then strike the second name. The remaining person shall be the arbitrator.

The arbitrator shall commence hearing within fourteen (14) working days or as soon thereafter as is possible and shall render a decision in writing within thirty (30) days after conclusion of testimony and argument. The decision of the arbitrator shall be binding upon both parties unless Section 13.10 applies.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the District and the Association or Union. However, each party shall be responsible for compensating its own representatives and witnesses.

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

- 13.10 It is agreed that in all matters involving the public health, safety and welfare or involving the discharge or carrying out of the District's duties in the area of public health as defined by an applicable State or Federal legislative act or State or local regulation, resolution or ordinance, that either party may petition the Superior Court of the State of Washington for the County of Snohomish for a hearing and for review of such matter in dispute, and any such application to the said Court shall consider evidence in behalf of both parties in order to fully adjudicate the issues arising under this contract, which hearing shall be upon the merits. Each party shall bear the expense of preparing the presenting its own case before such Court.

ARTICLE XIV - SEPARABILITY

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

ARTICLE XV - TERM OF AGREEMENT

- 15.1 This Agreement and the provisions thereof shall become effective and operative as of 8:00 a.m., Pacific Standard Time, January 1, 1977 (unless otherwise noted) and shall continue in full force and be binding upon the respective parties hereto, until 12:00 midnight, December 31, 1977.
- 15.2 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the same manner as is this Agreement.
- 15.3 It is understood that during the term of this Agreement, the Legislature of the State of Washington will be in session, and by legislative prerogative, salary increases may be granted or authorized to state and municipal employees within the jurisdiction of the Washington State Personnel Board. In such event it is further understood that the District may have available to it certain options with reference to the date that such salary adjustments may become effective. It is understood that any adjustments in salary during the term of this contract must be consistent with provisions of the Local Government Merit Program.

The District agrees to negotiate with the Association or Union in the event salary adjustments are provided for, should the Association or Union seek amendment to this Agreement pursuant to Section 15.2 above.

15.4 Proposals for the 1978 Agreement shall be submitted in writing by the Association or Union not later than October 1, 1977.

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

Dated March 15, 1977

SNOHOMISH HEALTH DISTRICT

ATTEST:

By: Evelyn Lyons Stout
Chairman, Board of Health

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

Dated March 30, 1977

WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
AFL-CIO, LOCAL 1811

ATTEST:

By: Wayne S. Brokaw
Field Representative

A. Jane Swanson
Employee Representative

A G R E E M E N T

This AGREEMENT made and entered into this day between the SNOHOMISH HEALTH DISTRICT, a municipal corporation existing under the laws of the State of Washington, hereinafter called the "DISTRICT", and the WASHINGTON STATE NURSES ASSOCIATION, INC., hereinafter called the "ASSOCIATION",

W I T N E S S E T H:

WHEREAS, the DISTRICT, heretofore and in June of 1971, adopted a resolution designating the State Personnel Board as the Civil Service Commission for the DISTRICT and, pursuant thereto, entered into a contract providing for participation by the DISTRICT in the Local Government Merit Program administered by the State Department of Personnel and State Department of Social and Health Services, and

WHEREAS, the DISTRICT'S and the ASSOCIATION'S representatives have bargained with reference to matters not covered by the DISTRICT'S contract with the said State Department of Personnel of the State of Washington under the said Local Government Merit Program, hereinafter referred to as "LGMP",

NOW THEREFORE, the DISTRICT and the ASSOCIATION hereby agree as follows to-wit:

ARTICLE I - DEFINITIONS

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

- 1.1 "Employee unit", unless otherwise designated herein, the employee unit shall mean all public health nurses and registered nurses except the Director of Nursing and Supervisor(s).
- 1.2 "District Health Officer", is the duly appointed and constituted health officer for the District and the chief executive and administrative officer of the District vested with full authority for management and direction of District affairs by the Snohomish Health Board, the laws of the State of Washington as promulgated by the Washington State Legislature and by the rules and regulations of the Washington State Board of Health.
- 1.3 "Public employer", means the Snohomish Health District as constituted and organized from the effective date of the laws of 1967, Chapter 51, Extraordinary Session.
- 1.4 "Bargaining representative", means the Association which is the lawfully designated organization representing the employee within the employee unit in the employment relations with the public employer.

- 1.5 "Employee representative", shall be that member of the employee unit certified to the District by the bargaining representative within ten (10) days from date of this contract.
- 1.6 "Association or Union", as expressed in this contract, shall mean the legal organization representing the employee unit.

ARTICLE II
ASSOCIATION OR UNION MEMBERSHIP AND REPRESENTATION

- 2.1 Each employee, who on the effective date of this Agreement is a member of the Association or Union, shall, as a condition of employment, maintain his/her membership in the Association or Union. Each employee hired on or after the execution of this Agreement shall be informed by the employer of the existence of a union agreement and shall, as a condition of employment, become a member of the Association or Union not later than six (6) months after his/her hiring-in date and maintain membership in the Association or Union. 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 Association or Union.
- 2.2 The District shall, for the duration of this Agreement, deduct regular periodic Association or Union dues each month from the first paycheck of each employee who certifies in writing authorization for such deduction upon such form as may be approved by the District from time-to-time. Funds so deducted for the employee shall be remitted by the District to such officer or agent of the Association or Union as the agent shall, in writing, designate. The right of non-association of an employee shall apply pursuant to the provisions of RCW 41.56.122 when based upon bona-fied religious tenets or teachings of a church or religious body of which such employee is a member.
- 2.3 Any employee who requests time-off for union activities in addition to regular time-off may be granted such request if such time-off will not inconvenience the operations of the District or increase thereby its operating expenses; PROVIDED, further, that such employee shall receive no compensation from the District for such time-off. During contract negotiations two employee representatives will join with the employee bargaining representative in all phases of negotiations available under the Collective Bargaining Act without loss of compensation to any employee.
- 2.4 Upon the request of any employee or a bargaining representative having written authorization from the employee, that employee's personnel file(s) will be made available for review by the employee and/or bargaining representative. Records shall be reviewed in private in the administrative offices of the District. Personnel records will be interpreted to mean the usual personnel records maintained for each employee including, but not limited to, the following: application form, references or copies of credentials, personnel leave records, leave request

forms, withholding tax forms, retirement system forms, notices to individual employees concerning change in status, salary or other notices written to individual employees, and other such similar information. References or other records collected concerning employees will either be made available or destroyed upon receipt.

ARTICLE III - LGMP

- 3.1 It is understood that the provisions of LGMP are applicable and shall control as to those matters outlined in the contract hereinabove referred to between the District and the State Department of Personnel and the State Department of Social and Health Services. Specifically it is understood that matters relating to rates of pay and other conditions of employment as covered in the LGMP manual or in policies set forth from time-to-time by LGMP administrative office control the District's administration of personnel policies and conditions of employment.
- 3.2 Nothing contained herein shall restrict the District from cancelling the contract with LGMP or contracting merit service from another approved Merit Program providing such change shall not result in any decrease in salaries as set forth in the District's 1977 Budget nor any substantial change in fringe benefits.

ARTICLE IV - PURPOSE AND SCOPE

- 4.1 This contract covers those matters set forth which are not the subject matter of coverage under the District's contract with the State Department of Personnel. It is recognized by the parties that the District is a public employer. Nothing contained in this agreement shall be in violation of any law enacted by the State Legislature of the State of Washington regulating such District and the employees thereof and, in the event of any such conflict, the laws of the State of Washington promulgated by the State Legislature shall control. Nothing contained herein shall be deemed in any manner to restrict any public officer of the District from the discharge and performance of his/her duties as such are defined by the laws of the State of Washington and the rules and regulations promulgated by the Washington State Board of Health.
- 4.2 District Board of Health and/or District Health Officer retain the right and obligation in accordance with said applicable laws of the State of Washington and said applicable rules and regulations of the Washington State Board of Health to:
 - a) Direct employees covered by this agreement, including the right to hire, promote, transfer, discharge or discipline for proper cause and to maintain discipline and efficiency of the employees of the District;
 - b) Relieve employees from duty because of lack of work, or other legitimate reasons; or to increase employment for the convenience of the government to meet or satisfy any emergency,

catastrophe or public responsibility vested in the District by applicable laws of the State of Washington or the rules and regulations of the Washington State Board of Health;

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

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

ARTICLE V - HEALTH PROGRAMS AND INSURANCE

- 5.1 All employees shall be covered by State Industrial Insurance and Medical Aid acts as promulgated by the Washington State Legislature where applicable.
- 5.2 The District will provide a medical, surgical, hospital and life insurance plan for all full-time regular employees. Three plans will be made available through three separate carriers in 1977. Each employee will have the option of selecting a carrier. Plans offered in 1977 will be through Washington Physicians' Service, Group Health Cooperative, and United Pacific Life Insurance Company. The District will pay the monthly premium of \$30.89 for employees selecting Washington Physicians' Service, the monthly premium of \$29.05 for employees selecting Group Health and the monthly premium of \$24.65 for employees selecting United Pacific. In addition the District will pay \$2.96 monthly premium for United Pacific Life Insurance for all full-time regular employees. Employees, at their option, may include their dependents under such plans at their expense by payroll deduction. If employees with dependents select Group Health or United Pacific medical, surgical and hospital insurance, the District will contribute the difference between those premiums and the Washington Physicians' Service premium in 1977 toward the cost of dependent coverage. Insurance coverage becomes available the first of the month following the month the employee is placed on the payroll. At the employee's expense, the employee may maintain the District's medical, surgical and hospital insurance coverage at the group rate after retiring from the District until age sixty-five.
- 5.3 The District will provide for all full-time regular employees of the District a dental insurance plan. The District shall pay \$6.75 monthly premium per employee for this insurance coverage. Employees, at their option, may include their dependents under this plan at their expense. The plan offered by the District is made available through participation in the Snohomish County dental insurance plan provided through United Pacific Life Insurance Company. Dental insurance becomes available the first of the month following the month the employee is placed on the payroll.

- 5.4 The District will provide for all full-time regular employees of the District a Vision Care Plan provided by United Pacific Life Insurance Company through the Washington Counties Insurance Fund. The District shall pay \$2.00 monthly premium per employee for this insurance coverage during 1977. Employees, at their option, may include their dependents under this plan at their expense. This insurance coverage will be available to employees commencing April 1, 1977. Vision care insurance for new employees will become available the first of the month following the month the employee is placed on the payroll.
- 5.5 The District will contribute on a pro-rated basis the cost of monthly premiums for health insurance for a regularly scheduled part-time employee if such insurance is desired by the regularly scheduled part-time employee. The remainder of the monthly premium(s) will be paid by the employee. Regularly scheduled part-time employees will be those who regularly work a defined part-time schedule (in contrast to those who work intermittently or on an on-call basis) and who meet the requirements of LGMP for being classified as regular part-time employees.
- 5.6 Physical examinations may be required at the direction of the District Health Officer of employees before permanent employment.
- 5.7 A tuberculin skin test (waived by the Health Officer when appropriate) will be required of all employees at the time of employment. When a tuberculin skin test is not indicated a chest x-ray will be required at the time of employment. Employees having a positive reaction shall have an annual chest x-ray examination but require no further skin testing. Employees with a negative tuberculin skin test shall have repeat testing annually. Appropriate immunizations will be provided for employees. Chest x-rays, tuberculin skin tests, and immunizations will be provided for employees by the District at no cost to the employee.
- 5.8 It is understood that the District presently maintains the following insurance policies:
- 1) Comprehensive Liability Policy, issued by Aetna Life & Casualty, Policy Number 81 AL 195012CCA
 - 2) Umbrella Excess Liability Policy, issued by Aetna Life & Casualty, Policy Number 81 XS 2547 WCA

Premiums for these policies will be paid for by the District. The name of the insured is Snohomish Health District. Persons insured under these policies include any employee of the named insured while acting within the scope of his/her duties. The District agrees that if it is necessary to decrease the limits of coverage from those in existence at the time of signing this Agreement, the District will so advise the Association or Union of such action and the reason for it.

ARTICLE VI - HOURS OF WORK

- 6.1 The basic work week shall be the standard forty (40) hour work week. The basic work week shall be Monday through Friday. Special programs or unusual circumstances may necessitate work on other days; in such instances the work week shall be five (5) days out of a seven (7) day period. Assignments to work days other than those defined as being the basic work week shall be by mutual consent. Nothing in this section is to be construed as preventing the Health Officer from changing work schedules, on a temporary basis, in event of a bona fide public health emergency.
- 6.2 The basic work day shall be 8:00 a.m. to 5:00 p.m. with one hour for lunch. Special programs or unusual circumstances may necessitate adjusting the hours to another nine hour period (including an hour off for lunch). Assignments to work hours other than those defined as the basic work day shall be by mutual consent. Nothing in this section is to be construed as preventing the Health Officer from changing work schedules, on a temporary basis, in event of a bona fide public health emergency.
- 6.3 During 1977, on a continued trial basis, the basic work day for field employees in the sewage program will be 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. with a half-hour for lunch. When assigned to office duty the lunch half-hour will be from 11:30 a.m. to 12 noon. Shift assignments will vary among the group of employees involved and will be made by the Supervisor when needed to provide for necessary coverage in event of illness, vacation, or other absence(s) from duty.
- 6.4 Work performed in excess of the basic work day or work week must be related to regular duties and must be approved in advance by the immediate supervisor and authorized by the Health Officer. Employees working overtime without prior authorization will not be compensated unless such work is subsequently authorized by the Health Officer.

Extra time worked will be compensated at the rate of time and one-half either by compensatory time off or by cash payment, the decision of which is to be paid to be made by the Health Officer after consultation with the individual employee involved.

Earned compensatory time may be taken consecutively with vacation time with a maximum of such compensatory time to be added to vacation time to be five (5) days. Earned compensatory time must be taken within one year from the date earned.

ARTICLE VII - POSTING OF JOB OPENINGS

- 7.1 The District will post lists of positions which will become vacant and/or change in Snohomish Health District policies and regulations which refer to positions which will be filled by the District.

ARTICLE VIII - RETIREMENT AND SOCIAL SECURITY

- 8.1 Retirement benefits available to the employee as an employee of the District, a public employer, will be serviced and paid by the District and the employee, provided by existing laws of the Washington State Legislature now in force and as may be hereafter amended under the Washington State Public Employees Retirement System.
- 8.2 All employees shall be covered by existing Federal legislation governing social security. Appropriate deduction shall be made by the public employer and the employee with payments made to the Internal Revenue Service as provided by the laws of the United States of America.

ARTICLE IX - EDUCATION

- 9.1 Inservice training leave may be granted with the dual purpose of increasing knowledge and efficiency and enabling the employee to bring to the other staff members the information gained. Leaves with pay may be granted for attending professional meetings such as conferences, symposia, workshops and college short courses not to exceed one week except with advance approval of the Board of Health. Out-of-state travel and leave shall require prior approval by the Board of Health.
- 9.2 The District will establish and administer a Tuition Refund Program under which employees will, under such terms and conditions as the Board of Health may from time-to-time establish, receive a tuition refund upon completion of an approved job-related course at an approved education or training institution during non-working hours, while on the active payroll of the District.

ARTICLE X - TRANSPORTATION

- 10.1 Personnel regularly performing field duties shall not be required to drive personally-owned vehicles for Health District business.
- 10.2 The District agrees to provide vehicles for the purpose of conducting health district business to employees who are regularly assigned to field duties. Vehicles so provided shall be maintained in a safe condition. Employees shall keep a record of mileage and expenses; such records shall be turned into the administrative office of the District on the last working day of each month. Vehicles shall be garaged in the county garage or other designated garage at the conclusion of each working day unless authorized otherwise. Vehicles will not be driven out of the county except for the purpose of conducting official business and with prior administrative authorization.
- 10.3 In the event that an employee is asked by the public employer to use his/her personal automobile on health district business reimbursement shall be at the rate of fourteen cents (14¢) per mile or three dollars (\$3.00) per day whichever is greater.

ARTICLE XI - BOARD OF HEALTH

- 11.1 A non-supervisory employee may attend a Board of Health meeting during regular working hours without loss of pay provided he/she has been placed on the agenda to make a specific presentation to the Board.
- 11.2 A non-supervisory employee may attend any regular Board of Health meeting on the same basis as any private citizen at his/her own discretion during any period he/she is on a scheduled leave.
- 11.3 The Health Officer will have agendas and minutes of each Board of Health meeting posted on employee bulletin boards. Health Board agendas shall be posted by the morning of the Health Board meeting. Minutes of a Health Board meeting shall be posted a minimum of five (5) working days prior to a newly scheduled Health Board meeting.

ARTICLE XII - LEAVES

- 12.1 Annual leave shall conform to the requirements and standards of LGMP with the exception of days earned which shall be:

<u>During continuous employment year</u>	<u>Days earned per month</u>	<u>Days earned per year</u>
1st	1	12
2nd	1 1/12	13
3rd	1 3/12	15
4th	1 3/12	15
5th	1 3/12	15
6th	1 6/12	18
7th	1 6/12	18
8th	1 6/12	18
9th	1 6/12	18
10th	1 9/12	21
11th	1 9/12	21
12th	1 10/12	22
13th	1 10/12	22
14th	1 11/12	23
15th	1 11/12	23
16th	2	24
17th	2	24
18th and each year thereafter	2 1/12	25

- 12.2 Annual leave will be allocated as follows:
- a. Annual leaves are subject to the approval of the Health Officer.
 - b. Full consideration will be given each employee's preferred vacation period.
 - c. Once an employee has made his selection he may be permitted to change his selection provided there is no conflict with the choice of another employee nor conflicts with the best interest of the Health District.
 - d. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and seniority. Where all other factors are judged to be substantially equal, the employee with the greatest seniority will be given preference for the desired vacation period.
- 12.3 Sick leave shall be earned and granted in accordance with provisions of LGMP with the following additional benefit provided.
- 12.4 Accumulated sick leave upon termination under favorable circumstances will be paid according to the following schedule:
- Employment through the 6th year: No payment of any portion of accumulated sick leave upon termination.
- Employment from 7 through the 14th year: 25% payment of accumulated sick leave (to a maximum accumulation of 120 days) upon termination.
- Employment 15 years or longer: 50% payment of accumulated sick leave (to a maximum accumulation of 120 days).
- 12.5 In order for the employee to comply with the LGMP requirements and the Washington State Registration Act, paid leave of absence shall be given during regular working hours for the purpose of taking examinations provided that such examination is required for present or promotional job assignment in the District and provided that such paid leave will not apply to temporary, part-time employees or employees hired under emergency circumstances. Such leave will be limited to two working days during any twelve-month period.
- 12.6 Legal holidays are designated by statute. Holidays may also be established by Governor's proclamation. The following are legal holidays as established by RCW 1.16.050:

Sunday	
New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day immediately following Thanksgiving Day	
Christmas Day	

Each employee may select another day each calendar year on which the employee desires to take an additional holiday, such selection to be in accordance with provisions of LGMP.

ARTICLE XIII
GRIEVANCE PROCEDURE AND REDRESS TO SUPERIOR COURT

- 13.1 For grievances involving matters covered by LGMP, the LGMP appeal procedure will apply (LGMP manual 10.010-10.150).
- 13.2 For grievances involving matters covered by this Agreement, the procedure of this ARTICLE XIII will apply.
- 13.3 A "grievance" is hereby defined as an alleged violation of the terms of this agreement by the District, an employee, or group of employees.
- 13.4 STEP ONE. Any employee or group of employees having a grievance shall present the grievance to the immediate supervisor within fourteen (14) working days of the occurrence of the grievance. The immediate supervisor shall be given seven (7) working days to resolve the problem.
- 13.5 STEP TWO. If the grievance is not satisfactorily resolved by the immediate supervisor, the employee(s) shall present the grievance to the Division Head within seven (7) working days of the immediate supervisor's decision. The Division Head shall have seven (7) working days to issue a decision.
- 13.6 STEP THREE. If Step One and Step Two fail to resolve the dispute, the employee or group of employees having the grievance shall notify the employee representative and the bargaining representative of the grievance. The bargaining representative shall prepare and present to the Health Officer a written "Notice of Grievance", such notice to be signed by the complaining employee(s). The "Notice of Grievance" shall set forth, so far as may be applicable:
- a. The nature of the grievance, and the circumstances out of which it arose.
 - b. The remedy or correction the District is requested to make.
 - c. The section or section(s) of this Agreement relied upon or claimed to have been violated.

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

The Health Officer will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within fourteen (14) working days of receipt of the grievance.

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

- 13.7 Grievances asserted by the District or the employee's bargaining agent shall be initiated at the Step Three level by the Health Officer serving upon the bargaining representative a "Notice of Grievance" or the employee's bargaining agent serving upon the Health Officer a "Notice of Grievance". The bargaining representative or the Health Officer shall take appropriate action to review the merits of the grievance and issue a written decision to the other party within fourteen (14) working days of receipt of the grievance. Such time can be extended by mutual agreement.
- 13.8 In the event that any disputes under this Article shall not be settled as provided in Step Three, then Step Four shall apply.
- 13.9 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 arbitration.

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

1. The parties shall attempt to select an impartial arbitrator by mutual agreement OR
2. The parties shall agree to request the Department of Labor and Industries to serve as arbitrator OR
3. If the parties cannot accomplish either 1) or 2) above, within fourteen (14) working days, then the Federal Mediation and Conciliation Service will be asked to submit a list of three (3) disinterested persons who are qualified and willing to act as an impartial arbitrator.

Both the District and the Association or Union shall have the right to strike one (1) name from the panel of names submitted. The party requesting the arbitration shall strike the first name; the other party shall then strike the second name. The remaining person shall be the arbitrator.

The arbitrator shall commence hearing within fourteen (14) working days or as soon thereafter as is possible and shall render a decision in writing within thirty (30) days after conclusion of testimony and argument. The decision of the arbitrator shall be binding upon both parties unless Section 13.10 applies.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the District and the Association or Union. However, each party shall be responsible for compensating its own representatives and witnesses.

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

- 13.10 It is agreed that in all matters involving the public health, safety and welfare or involving the discharge or carrying out of the District's duties in the area of public health as defined by an applicable State or Federal legislative act or State or local regulation, resolution or ordinance, that either party may petition the Superior Court of the State of Washington for the County of Snohomish for a hearing and for review of such matter in dispute, and any such application to the said Court shall consider evidence in behalf of both parties in order to fully adjudicate the issues arising under this contract, which hearing shall be upon the merits. Each party shall bear the expense of preparing the presenting its own case before such Court.

ARTICLE XIV - SEPARABILITY

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

ARTICLE XV - TERM OF AGREEMENT

- 15.1 This Agreement and the provisions thereof shall become effective and operative as of 8:00 a.m., Pacific Standard Time, January 1, 1977 (unless otherwise noted) and shall continue in full force, and be binding upon the respective parties hereto, until 12:00 midnight, December 31, 1977.
- 15.2 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the same manner as is this Agreement.
- 15.3 It is understood that during the term of this Agreement, the Legislature of the State of Washington will be in session, and by legislative prerogative, salary increases may be granted or authorized to state and municipal employees within the jurisdiction of the Washington State Personnel Board. In such event it is further understood that the District may have available to it certain options with reference to the date that such salary adjustments may become effective. It is understood that any adjustments in salary during the term of this contract must be consistent with provisions of the Local Government Merit Program.

The District agrees to negotiate with the Association or Union in the event salary adjustments are provided for, should the Association or Union seek amendment to this Agreement pursuant to Section 15.2 above.

15.4 Proposals for the 1978 Agreement shall be submitted in writing by the Association or Union not later than October 1, 1977.

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

Dated April 22, 1977

SNOHOMISH HEALTH DISTRICT

ATTEST:

By: Evelyn Lynne Strout
Chairman, Board of Health

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

Dated May 4, 1977

WASHINGTON STATE NURSES
ASSOCIATION, INC.

ATTEST:

By: John Aslakson
Employee Relations Specialist

James Linn PHN
Employee Representative



A G R E E M E N T

This AGREEMENT made and entered into this day between the SNOHOMISH HEALTH DISTRICT, a municipal corporation existing under the laws of the State of Washington, hereinafter called the "DISTRICT", and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL NO. 17, hereinafter called the "UNION",

W I T N E S S E T H:

WHEREAS, the DISTRICT, heretofore and in June of 1971, adopted a resolution designating the State Personnel Board as the Civil Service Commission for the DISTRICT and, pursuant thereto, entered into a contract providing for participation by the DISTRICT in the Local Government Merit Program administered by the State Department of Personnel and State Department of Social and Health Services, and

WHEREAS, the DISTRICT'S and the UNION'S representatives have bargained with reference to matters not covered by the DISTRICT'S contract with the said State Department of Personnel of the State of Washington under the said Local Government Merit Program, hereinafter referred to as "LGMP",

NOW THEREFORE, the DISTRICT and the UNION hereby agree as follows to-wit:

ARTICLE I - DEFINITIONS

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

- 1.1 "Employee unit", unless otherwise designated herein, the employee unit shall mean all environmental health, laboratory, veterinary employees except the Director of Environmental Health, Supervisor(s) and the Public Health Veterinarian.
- 1.2 "District Health Officer", is the duly appointed and constituted health officer for the District and the chief executive and administrative officer of the District vested with full authority for management and direction of District affairs by the Snohomish Health Board, the laws of the State of Washington as promulgated by the Washington State Legislature and by the rules and regulations of the Washington State Board of Health.
- 1.3 "Public employer", means the Snohomish Health District as constituted and organized from the effective date of the laws of 1967, Chapter 51, Extraordinary Session.
- 1.4 "Bargaining representative", means the Union which is the lawfully designated organization representing the employee within the employee unit in the employment relations with the public employer.

- 1.5 "Employee representative", shall be that member of the employee unit certified to the District by the bargaining representative within ten (10) days from date of this contract.
- 1.6 "Association or Union", as expressed in this contract, shall mean the legal organization representing the employee unit.

ARTICLE II
ASSOCIATION OR UNION MEMBERSHIP AND REPRESENTATION

- 2.1 Each employee, who on the effective date of this Agreement is a member of the Association or Union, shall, as a condition of employment, maintain his/her membership in the Association or Union. Each employee hired on or after the execution of this Agreement shall be informed by the employer of the existence of a union agreement and shall, as a condition of employment, become a member of the Association or Union not later than six (6) months after his/her hiring-in date and maintain membership in the Association or Union. 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 Association or Union.
- 2.2 The District shall, for the duration of this Agreement, deduct regular periodic Association or Union dues each month from the first paycheck of each employee who certifies in writing authorization for such deduction upon such form as may be approved by the District from time-to-time. Funds so deducted for the employee shall be remitted by the District to such officer or agent of the Association or Union as the agent shall, in writing, designate. The right of non-association of an employee shall apply pursuant to the provisions of RCW 41.56.122 when based upon bona-fied religious tenets or teachings of a church or religious body of which such employee is a member.
- 2.3 Any employee who requests time-off for union activities in addition to regular time-off may be granted such request if such time-off will not inconvenience the operations of the District or increase thereby its operating expenses; PROVIDED, further, that such employee shall receive no compensation from the District for such time-off. During contract negotiations two employee representatives will join with the employee bargaining representative in all phases of negotiations available under the Collective Bargaining Act without loss of compensation to any employee.
- 2.4 Upon the request of any employee or a bargaining representative having written authorization from the employee, that employee's personnel file(s) will be made available for review by the employee and/or bargaining representative. Records shall be reviewed in private in the administrative offices of the District. Personnel records will be interpreted to mean the usual personnel records maintained for each employee including, but not limited to, the following: application form, references or copies of credentials, personnel leave records, leave request

forms, withholding tax forms, retirement system forms, notices to individual employees concerning change in status, salary or other notices written to individual employees, and other such similar information. References or other records collected concerning employees will either be made available or destroyed upon receipt.

ARTICLE III - LGMP

- 3.1 It is understood that the provisions of LGMP are applicable and shall control as to those matters outlined in the contract hereinabove referred to between the District and the State Department of Personnel and the State Department of Social and Health Services. Specifically it is understood that matters relating to rates of pay and other conditions of employment as covered in the LGMP manual or in policies set forth from time-to-time by LGMP administrative office control the District's administration of personnel policies and conditions of employment.
- 3.2 Nothing contained herein shall restrict the District from cancelling the contract with LGMP or contracting merit service from another approved Merit Program providing such change shall not result in any decrease in salaries as set forth in the District's 1977 Budget nor any substantial change in fringe benefits.

ARTICLE IV - PURPOSE AND SCOPE

- 4.1 This contract covers those matters set forth which are not the subject matter of coverage under the District's contract with the State Department of Personnel. It is recognized by the parties that the District is a public employer. Nothing contained in this agreement shall be in violation of any law enacted by the State Legislature of the State of Washington regulating such District and the employees thereof and, in the event of any such conflict, the laws of the State of Washington promulgated by the State Legislature shall control. Nothing contained herein shall be deemed in any manner to restrict any public officer of the District from the discharge and performance of his/her duties as such are defined by the laws of the State of Washington and the rules and regulations promulgated by the Washington State Board of Health.
- 4.2 District Board of Health and/or District Health Officer retain the right and obligation in accordance with said applicable laws of the State of Washington and said applicable rules and regulations of the Washington State Board of Health to:
- a) Direct employees covered by this agreement, including the right to hire, promote, transfer, discharge or discipline for proper cause and to maintain discipline and efficiency of the employees of the District;
 - b) Relieve employees from duty because of lack of work, or other legitimate reasons; or to increase employment for the convenience of the government to meet or satisfy any emergency,

catastrophe or public responsibility vested in the District by applicable laws of the State of Washington or the rules and regulations of the Washington State Board of Health;

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

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

ARTICLE V - HEALTH PROGRAMS AND INSURANCE

- 5.1 All employees shall be covered by State Industrial Insurance and Medical Aid acts as promulgated by the Washington State Legislature where applicable.
- 5.2 The District will provide a medical, surgical, hospital and life insurance plan for all full-time regular employees. Three plans will be made available through three separate carriers in 1977. Each employee will have the option of selecting a carrier. Plans offered in 1977 will be through Washington Physicians' Service, Group Health Cooperative, and United Pacific Life Insurance Company. The District will pay the monthly premium of \$30.89 for employees selecting Washington Physicians' Service, the monthly premium of \$29.05 for employees selecting Group Health and the monthly premium of \$24.65 for employees selecting United Pacific. In addition the District will pay \$2.96 monthly premium for United Pacific Life Insurance for all full-time regular employees. Employees, at their option, may include their dependents under such plans at their expense by payroll deduction. If employees with dependents select Group Health or United Pacific medical, surgical and hospital insurance, the District will contribute the difference between those premiums and the Washington Physicians' Service premium in 1977 toward the cost of dependent coverage. Insurance coverage becomes available the first of the month following the month the employee is placed on the payroll. At the employee's expense, the employee may maintain the District's medical, surgical and hospital insurance coverage at the group rate after retiring from the District until age sixty-five.
- 5.3 The District will provide for all full-time regular employees of the District a dental insurance plan. The District shall pay \$6.75 monthly premium per employee for this insurance coverage. Employees, at their option, may include their dependents under this plan at their expense. The plan offered by the District is made available through participation in the Snohomish County dental insurance plan provided through United Pacific Life Insurance Company. Dental insurance becomes available the first of the month following the month the employee is placed on the payroll.

- 5.4 The District will provide for all full-time regular employees of the District a Vision Care Plan provided by United Pacific Life Insurance Company through the Washington Counties Insurance Fund. The District shall pay \$2.00 monthly premium per employee for this insurance coverage during 1977. Employees, at their option, may include their dependents under this plan at their expense. This insurance coverage will be available to employees commencing April 1, 1977. Vision care insurance for new employees will become available the first of the month following the month the employee is placed on the payroll.
- 5.5 The District will contribute on a pro-rated basis the cost of monthly premiums for health insurance for a regularly scheduled part-time employee if such insurance is desired by the regularly scheduled part-time employee. The remainder of the monthly premium(s) will be paid by the employee. Regularly scheduled part-time employees will be those who regularly work a defined part-time schedule (in contrast to those who work intermittently or on an on-call basis) and who meet the requirements of LGMP for being classified as regular part-time employees.
- 5.6 Physical examinations may be required at the direction of the District Health Officer of employees before permanent employment.
- 5.7 A tuberculin skin test (waived by the Health Officer when appropriate) will be required of all employees at the time of employment. When a tuberculin skin test is not indicated a chest x-ray will be required at the time of employment. Employees having a positive reaction shall have an annual chest x-ray examination but require no further skin testing. Employees with a negative tuberculin skin test shall have repeat testing annually. Appropriate immunizations will be provided for employees. Chest x-rays, tuberculin skin tests, and immunizations will be provided for employees by the District at no cost to the employee.
- 5.8 It is understood that the District presently maintains the following insurance policies:
- 1) Comprehensive Liability Policy, issued by Aetna Life & Casualty, Policy Number 81 AL 195012CCA
 - 2) Umbrella Excess Liability Policy, issued by Aetna Life & Casualty, Policy Number 81 XS 2547 WCA

Premiums for these policies will be paid for by the District. The name of the insured is Snohomish Health District. Persons insured under these policies include any employee of the named insured while acting within the scope of his/her duties. The District agrees that if it is necessary to decrease the limits of coverage from those in existence at the time of signing this Agreement, the District will so advise the Association or Union of such action and the reason for it.

ARTICLE VI - HOURS OF WORK

- 6.1 The basic work week shall be the standard forty (40) hour work week. The basic work week shall be Monday through Friday. Special programs or unusual circumstances may necessitate work on other days; in such instances the work week shall be five (5) days out of a seven (7) day period. Assignments to work days other than those defined as being the basic work week shall be by mutual consent. Nothing in this section is to be construed as preventing the Health Officer from changing work schedules, on a temporary basis, in event of a bona fide public health emergency.
- 6.2 The basic work day shall be 8:00 a.m. to 5:00 p.m. with one hour for lunch. Special programs or unusual circumstances may necessitate adjusting the hours to another nine hour period (including an hour off for lunch). Assignments to work hours other than those defined as the basic work day shall be by mutual consent. Nothing in this section is to be construed as preventing the Health Officer from changing work schedules, on a temporary basis, in event of a bona fide public health emergency.
- 6.3 During 1977, on a continued trial basis, the basic work day for field employees in the sewage program will be 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. with a half-hour for lunch. When assigned to office duty the lunch half-hour will be from 11:30 a.m. to 12 noon. Shift assignments will vary among the group of employees involved and will be made by the Supervisor when needed to provide for necessary coverage in event of illness, vacation, or other absence(s) from duty.
- 6.4 Work performed in excess of the basic work day or work week must be related to regular duties and must be approved in advance by the immediate supervisor and authorized by the Health Officer. Employees working overtime without prior authorization will not be compensated unless such work is subsequently authorized by the Health Officer.

Extra time worked will be compensated at the rate of time and one-half either by compensatory time off or by cash payment, the decision of which is to be paid to be made by the Health Officer after consultation with the individual employee involved.

Earned compensatory time may be taken consecutively with vacation time with a maximum of such compensatory time to be added to vacation time to be five (5) days. Earned compensatory time must be taken within one year from the date earned.

ARTICLE VII - POSTING OF JOB OPENINGS

- 7.1 The District will post lists of positions which will become vacant and/or change in Snohomish Health District policies and regulations which refer to positions which will be filled by the District.

ARTICLE VIII - RETIREMENT AND SOCIAL SECURITY

- 8.1 Retirement benefits available to the employee as an employee of the District, a public employer, will be serviced and paid by the District and the employee, provided by existing laws of the Washington State Legislature now in force and as may be hereafter amended under the Washington State Public Employees Retirement System.
- 8.2 All employees shall be covered by existing Federal legislation governing social security. Appropriate deduction shall be made by the public employer and the employee with payments made to the Internal Revenue Service as provided by the laws of the United States of America.

ARTICLE IX - EDUCATION

- 9.1 Inservice training leave may be granted with the dual purpose of increasing knowledge and efficiency and enabling the employee to bring to the other staff members the information gained. Leaves with pay may be granted for attending professional meetings such as conferences, symposia, workshops and college short courses not to exceed one week except with advance approval of the Board of Health. Out-of-state travel and leave shall require prior approval by the Board of Health.
- 9.2 The District will establish and administer a Tuition Refund Program under which employees will, under such terms and conditions as the Board of Health may from time-to-time establish, receive a tuition refund upon completion of an approved job-related course at an approved education or training institution during non-working hours, while on the active payroll of the District.

ARTICLE X - TRANSPORTATION

- 10.1 Personnel regularly performing field duties shall not be required to drive personally-owned vehicles for Health District business.
- 10.2 The District agrees to provide vehicles for the purpose of conducting health district business to employees who are regularly assigned to field duties. Vehicles so provided shall be maintained in a safe condition. Employees shall keep a record of mileage and expenses; such records shall be turned into the administrative office of the District on the last working day of each month. Vehicles shall be garaged in the county garage or other designated garage at the conclusion of each working day unless authorized otherwise. Vehicles will not be driven out of the county except for the purpose of conducting official business and with prior administrative authorization.
- 10.3 In the event that an employee is asked by the public employer to use his/her personal automobile on health district business reimbursement shall be at the rate of fourteen cents (14¢) per mile or three dollars (\$3.00) per day whichever is greater.

ARTICLE XI - BOARD OF HEALTH

- 11.1 A non-supervisory employee may attend a Board of Health meeting during regular working hours without loss of pay provided he/she has been placed on the agenda to make a specific presentation to the Board.
- 11.2 A non-supervisory employee may attend any regular Board of Health meeting on the same basis as any private citizen at his/her own discretion during any period he/she is on a scheduled leave.
- 11.3 The Health Officer will have agendas and minutes of each Board of Health meeting posted on employee bulletin boards. Health Board agendas shall be posted by the morning of the Health Board meeting. Minutes of a Health Board meeting shall be posted a minimum of five (5) working days prior to a newly scheduled Health Board meeting.

ARTICLE XII - LEAVES

- 12.1 Annual leave shall conform to the requirements and standards of LGMP with the exception of days earned which shall be:

<u>During continuous employment year</u>	<u>Days earned per month</u>	<u>Days earned per year</u>
1st	1	12
2nd	1 1/12	13
3rd	1 3/12	15
4th	1 3/12	15
5th	1 3/12	15
6th	1 6/12	18
7th	1 6/12	18
8th	1 6/12	18
9th	1 6/12	18
10th	1 9/12	21
11th	1 9/12	21
12th	1 10/12	22
13th	1 10/12	22
14th	1 11/12	23
15th	1 11/12	23
16th	2	24
17th	2	24
18th and each year thereafter	2 1/12	25

- 12.2 Annual leave will be allocated as follows:
- a. Annual leaves are subject to the approval of the Health Officer.
 - b. Full consideration will be given each employee's preferred vacation period.
 - c. Once an employee has made his selection he may be permitted to change his selection provided there is no conflict with the choice of another employee nor conflicts with the best interest of the Health District.
 - d. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and seniority. Where all other factors are judged to be substantially equal, the employee with the greatest seniority will be given preference for the desired vacation period.
- 12.3 Sick leave shall be earned and granted in accordance with provisions of LGMP with the following additional benefit provided.
- 12.4 Accumulated sick leave upon termination under favorable circumstances will be paid according to the following schedule:
- Employment through the 6th year: No payment of any portion of accumulated sick leave upon termination.
- Employment from 7 through the 14th year: 25% payment of accumulated sick leave (to a maximum accumulation of 120 days) upon termination.
- Employment 15 years or longer: 50% payment of accumulated sick leave (to a maximum accumulation of 120 days).
- 12.5 In order for the employee to comply with the LGMP requirements and the Washington State Registration Act, paid leave of absence shall be given during regular working hours for the purpose of taking examinations provided that such examination is required for present or promotional job assignment in the District and provided that such paid leave will not apply to temporary, part-time employees or employees hired under emergency circumstances. Such leave will be limited to two working days during any twelve-month period.
- 12.6 Legal holidays are designated by statute. Holidays may also be established by Governor's proclamation. The following are legal holidays as established by RCW 1.16.050:

Sunday	
New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day immediately following Thanksgiving Day	
Christmas Day	

Each employee may select another day each calendar year on which the employee desires to take an additional holiday, such selection to be in accordance with provisions of LGMP.

ARTICLE XIII
GRIEVANCE PROCEDURE AND REDRESS TO SUPERIOR COURT

- 13.1 For grievances involving matters covered by LGMP, the LGMP appeal procedure will apply (LGMP manual 10.010-10.150).
- 13.2 For grievances involving matters covered by this Agreement, the procedure of this ARTICLE XIII will apply.
- 13.3 A "grievance" is hereby defined as an alleged violation of the terms of this agreement by the District, an employee, or group of employees.
- 13.4 STEP ONE. Any employee or group of employees having a grievance shall present the grievance to the immediate supervisor within fourteen (14) working days of the occurrence of the grievance. The immediate supervisor shall be given seven (7) working days to resolve the problem.
- 13.5 STEP TWO. If the grievance is not satisfactorily resolved by the immediate supervisor, the employee(s) shall present the grievance to the Division Head within seven (7) working days of the immediate supervisor's decision. The Division Head shall have seven (7) working days to issue a decision.
- 13.6 STEP THREE. If Step One and Step Two fail to resolve the dispute, the employee or group of employees having the grievance shall notify the employee representative and the bargaining representative of the grievance. The bargaining representative shall prepare and present to the Health Officer a written "Notice of Grievance", such notice to be signed by the complaining employee(s). The "Notice of Grievance" shall set forth, so far as may be applicable:
- a. The nature of the grievance, and the circumstances out of which it arose.
 - b. The remedy or correction the District is requested to make.
 - c. The section or section(s) of this Agreement relied upon or claimed to have been violated.

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

The Health Officer will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within fourteen (14) working days of receipt of the grievance.

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

- 13.7 Grievances asserted by the District or the employee's bargaining agent shall be initiated at the Step Three level by the Health Officer serving upon the bargaining representative a "Notice of Grievance" or the employee's bargaining agent serving upon the Health Officer a "Notice of Grievance". The bargaining representative or the Health Officer shall take appropriate action to review the merits of the grievance and issue a written decision to the other party within fourteen (14) working days of receipt of the grievance. Such time can be extended by mutual agreement.
- 13.8 In the event that any disputes under this Article shall not be settled as provided in Step Three, then Step Four shall apply.
- 13.9 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 arbitration.

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

1. The parties shall attempt to select an impartial arbitrator by mutual agreement OR
2. The parties shall agree to request the Department of Labor and Industries to serve as arbitrator OR
3. If the parties cannot accomplish either 1) or 2) above, within fourteen (14) working days, then the Federal Mediation and Conciliation Service will be asked to submit a list of three (3) disinterested persons who are qualified and willing to act as an impartial arbitrator.

Both the District and the Association or Union shall have the right to strike one (1) name from the panel of names submitted. The party requesting the arbitration shall strike the first name; the other party shall then strike the second name. The remaining person shall be the arbitrator.

The arbitrator shall commence hearing within fourteen (14) working days or as soon thereafter as is possible and shall render a decision in writing within thirty (30) days after conclusion of testimony and argument. The decision of the arbitrator shall be binding upon both parties unless Section 13.10 applies.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the District and the Association or Union. However, each party shall be responsible for compensating its own representatives and witnesses.

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

- 13.10 It is agreed that in all matters involving the public health, safety and welfare or involving the discharge or carrying out of the District's duties in the area of public health as defined by an applicable State or Federal legislative act or State or local regulation, resolution or ordinance, that either party may petition the Superior Court of the State of Washington for the County of Snohomish for a hearing and for review of such matter in dispute, and any such application to the said Court shall consider evidence in behalf of both parties in order to fully adjudicate the issues arising under this contract, which hearing shall be upon the merits. Each party shall bear the expense of preparing the presenting its own case before such Court.

ARTICLE XIV - SEPARABILITY

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

ARTICLE XV - TERM OF AGREEMENT

- 15.1 This Agreement and the provisions thereof shall become effective and operative as of 8:00 a.m., Pacific Standard Time, January 1, 1977 (unless otherwise noted) and shall continue in full force and be binding upon the respective parties hereto, until 12:00 midnight, December 31, 1977.
- 15.2 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the same manner as is this Agreement.
- 15.3 It is understood that during the term of this Agreement, the Legislature of the State of Washington will be in session, and by legislative prerogative, salary increases may be granted or authorized to state and municipal employees within the jurisdiction of the Washington State Personnel Board. In such event it is further understood that the District may have available to it certain options with reference to the date that such salary adjustments may become effective. It is understood that any adjustments in salary during the term of this contract must be consistent with provisions of the Local Government Merit Program.

The District agrees to negotiate with the Association or Union in the event salary adjustments are provided for, should the Association or Union seek amendment to this Agreement pursuant to Section 15.2 above.

15.4 Proposals for the 1978 Agreement shall be submitted in writing by the Association or Union not later than October 1, 1977.

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

Dated March 15, 1977

SNOHOMISH HEALTH DISTRICT

ATTEST:

By: Evelyn Lyons Stout
Chairman, Board of Health

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

Dated March 30, 1977

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL No. 17

ATTEST:

By: Mr. D. W. W...
Business Representative

John D. Foreman
Employee Representative

