

NOTICE OF MEETING AND AGENDA
SNOHOMISH DISTRICT BOARD OF HEALTH
October 15, 1968

AGENDA

1. Call to order
2. Minutes of September 10, 1968
3. Old Business
 Report by Mr. Fiege
4. Reports
5. Authorization of accounts
6. Adjournment

Clifford Anderson, M. D., MPH
District Health Officer

MINUTES
SNOHOMISH DISTRICT BOARD OF HEALTH
October 15, 1968

Present Members, Messrs. Fosse, Forsgren, Fowler, Alexander, Slye, Kincaid Marler and Mrs. Simpson. Also Dr. Anderson, David Stockton, Dr. Luke, Leo Moser, William Ingram, Dorothy Findlay, Joyce Hammer and Alma Sherlock.

Minutes Moved by Mr. Forsgren, seconded by Mr. Slye and carried that the minutes of September 10, 1968 be accepted as written.

Auditing Mr. Fosse appointed Mr. Kincaid and Mrs. Simpson as the Auditing Committee for November.

Report on Personnel Policies Schedule B Personal Policies and Procedures be adopted. and Agreements

After general discussion regarding the Agreements, the consensus of opinion was that two health plans, namely, City of Everett and Snohomish County plans be made available to the health district employees. It was agreed that a report regarding the two plans would be given at the next board of health meeting.

Moved by Mr. Kincaid, seconded by Mr. Alexander and carried that Article XI, Grievances, be accepted with the revision that was required.

Moved by Mr. Kincaid, seconded by Mr. Alexander and carried that the Chairman and the Health Officer of the Health District be directed to execute collective bargaining agreements for 1969 on behalf of the Health District.

Budget Moved by Richard Fowler, seconded by Mr. Slye and carried to accept Resolution the resolution on investing \$50,000.00.

Vital Report for September, as appended. Statistics

Reports Dr. Anderson reported that he had a report on a case of Malaria in the Arlington area. Also, a case of Meningococcic Meningitis on a five month old boy who died was reported.

Mr. Forsgren reported that a 6 1/2 old girl from Mountlake Terrace had open heart surgery and a summons went out for blood. 16 calls came in for donating blood.

Authorization Moved by Mr. Slye, seconded by Mrs. Simpson and carried that the of Accounts accounts as presented for payment be approved as follows:

Salaries - October, 1968, \$28,840.00

Maintenance and Operation - September, 1968: \$7,883.61

Capital Outlay - September, 1968: none

Meeting adjourned at 3:10 p.m.

A. P. Kincaid
vice Chairman

TO: Members of the Snohomish Health District Board of Health
FROM: Leo A. Moser, Director, Environmental Health Division
RE: Sky River Rock Festival and Lighter than Air Fair

The following is a report of our activities relative to this festival. It consists of our contacts with the festival, organization from beginning to end including inspections. We hope this will be of some value in helping to determine what requirements may be needed to control a future event of this nature.

**SKY RIVER ROCK FESTIVAL
AND
LIGHTER THAN AIR FAIR**

Location: Betty Nelson Farm 3 miles south of Sultan on Ben Howard Road
Time: August 31-September 2, 1968
Director: Cyrus Noe-Phone East 9 6655
Promoter: Allen Lovett
Manager: John Chambless-Phone AT 4 7081
Site Engineer: Hil Duefrene

FOOD CONCESSIONS

1. Home Adjunct (Child Care)
1501 35th, Seattle, Washington-Operator Larry Leister
2. Central Area Mothers for Peace & Improvement
1710 E. Yesler Way, Seattle, Washington-Operator Ann Elliott-served beef and ham sandwiches and barbecued beef
3. Puget Consumers Co-up
3526 Denny Way, Seattle, Washington-Operator Nina N. Murano-served packaged health foods
4. American Civil Liberties Union
2101 Smith Tower, Seattle, Washington-Operator Michael Rosen-served confectionery items all packaged.
5. Hewitt's Catering Service
3229 Fairview E., Seattle, Washington-Operator Mr. Hewitt-served spaghetti, chili, hamburgers and beverages.
6. Central Area Peace for Improvement
1700 East Cherry, Seattle, Washington-Operator Bernard Hill-served hotdogs.
7. North by Northwest Adventures, Inc.
1730 27th Ave., Seattle-Operator Paul Belleson-served popcorn
8. Salmon Bake-Operator Mrs. Janet McCloud
Route 1, Box 709, Yelm, Washington-served barbecue salmon dinner

II.

GARBAGE DISPOSAL: Own pick-up service

WATER SUPPLY: Milk tank truck-water from Seattle Public Supply and Sultan Public Supply both chlorinated by chem. feed. Well on property to stage area to be chlorinated

SEWAGE DISPOSAL: 33 sani-cans to be serviced daily

ATTENDANCE: 32,000 customers plus staff and entertainers

SITE: 25 acre farm with open fields, no structures present for use as part of festival.

Upon receiving notice on August 22, that a festival was to be held, Mr. Cyrus Noe was contacted by phone and it was explained to him at that time the necessary facilities to be provided for such an event. As for the food concessions, he stated he would have Mr. C. Ruth of ACLU in charge. He was called on August 23rd and he stated he would have one food booth, the rest would be handled by other organizations and Hewitt's Catering Service. On this day, Mr. Allen Lovett, promoter was called and asked what facilities would be available. He advised me to call Mr. Hil Duefrene, Site Engineer, which was done. He explained that sani-cans would be in use and a milk tank truck would be the source of water. An appointment was made to go to the site and observe the facilities on August 26th. This was done accompanied by Mr. Wayne Fordham of our office. Upon meeting Mr. Duefrene's aids, we discussed plans for sewage disposal, garbage, water supply and food concession stands and the necessary requirements for such operation. Items discussed were that food booths would require floors, walls and roofs, a two compartment sink was necessary for utensil washing (with paper service) a handwashing sink for food handlers both at toilet facilities and in the food booth, proper equipment for refrigeration and heating of foods etc.

Sewage Disposal was to be sani-cans serviced daily, water supply to be public water hauled in and garbage disposal to be daily pick-up service. Also the necessity that food handlers have Food Service Worker's Permits and operating permits.

On August 29th, accompanied by Dr. Anderson and Jay Violette, another visit was made to the site. The above mentioned items again were discussed with Mr. Duefrene. Construction had begun on other concession stands and stage but not on the food booths. Sani-cans were in place, water tank truck was available and water samples were taken from the tank truck and the private well. Results later showed both were contaminated.

On August 30th, a return visit was made and Mr. Duefrene and aids were informed that the water samples showed contamination and that chlorination was necessary. This they agreed to do. Construction had not yet begun, but was started before we left on the food booths. Again, we discussed the necessary requirements for construction and equipping of such booths.

All the persons connected with this operation were cooperative and indicated they would comply with all health department standards.

On August 31st, a return visit was made accompanied by Dr. Luke. We were accompanied by Mr. Allen Lovett to the food booths where many violations were noted in food handling. The following describes the results of this survey:

III.

Food Concessions

CONSTRUCTION: Poor planning and lack of time resulted in poor booth construction with no provisions made for storage of foods. Construction consisted of $\frac{1}{2}$ " plywood on 2 x 4's for floors, walls and roof. Floors and walls were painted. Most foods were stored on the floor. The salmon bake did not have a floor or proper storage for foods. Pepsi Cola Mobile Unit was the exception. I asked to have plywood nailed up to the level of the food preparation tables on all booths and a floor for the salmon bake booth too.

EQUIPMENT: Poor planning and preparation resulted in insufficient equipment for some booths. Cold sandwich booth had no refrigeration other than ice. The three compartment sink had no hot water. (water was heated on hot plates) No handwashing sink was provided for food service workers. There was a lack of counter or table space for food display storage and preparation. Hewitt Catering Service provided refrigeration and equipment for some booths with a refrigerated truck.

FOOD HANDLING: Food was on open display and preparation was to the front of the booth open and on tables. I asked to have food either covered or have preparation at rear of booth away from customers. Salmon bake booth was a prime example of this. Foods generally were stored on the floor, they were asked to store above the floor which they did as best they could with facilities available. Dogs were found to roam all over the grounds and where booths were open had access to these areas too.

WATER SUPPLY: August 31, 1968, a test for chlorine was made from tank truck. The chlorine residual was 3 or 4 ppm (2ppm is sufficient) Water from well had no chlorine residual. I found out that the chlorinator was not connected up but was to be used by staff and entertainers only. It is scheduled to be available to camping area but not before the chlorinator is hooked up. This was never done.

GARBAGE DISPOSAL: Garbage, peper, water melon rinds, etc. were present all over the ground with only token effort made to supply disposal containers. I told fair booth construction manager to get containers and a method for cleaning up area. This he agreed to do. A pig was loose on the premises and allowed to wander freely foraging through garbage.

TOILET FACILITIES: At time of inspection, it appeared 33 sani-cans were sufficient. No lines were observed outside waiting.

GROUNDS: The general area was wet but overgrown with grass. With 10,000 people the first day, it soon began to become muddy in places. Trenches were dug in an attempt to drain water. I asked them to spread shavings or chips over these areas. In general it is my observatation that the intentions were good. Cooperation was good, but lack of time, and poor planning resulted in many important items not being completed or a slip shod job being done. (example handwashing facilities, floor for salmon bake, water supply problem, etc.) These items were not considered in deep enough detail to be worked out and carried out. Food booths were constructed the evening and night before the opening. Paint on the floor wasn't dry at opening time.

An inspection of the premises was made by Jay Violette of this department on September 1, 1968. The conditions are as follows:

IV.

WEATHER: Rainy

GROUNDS: The general area used by the people for sleeping and sitting was extremely muddy caused by the rain and springs from the hillside. There was an attempt made to control the runoff water, but it was futile due to the unorganized effort.

SEWAGE DISPOSAL: Approximately 33 sani-cans were in use and the sanitary aspect of them was satisfactory. The major problem here was that many of the people used the surrounding area and neighbors property rather than the sani-cans.

GARBAGE: Garbage and litter was scattered and piled throughout the area especially near the food concessions. The number of garbage cans, pits, etc. were quite insufficient to handle the load and no restrictions were placed on the people and there was no real organized group to see that the area was kept clean.

WATER SUPPLY: A portable chlorinator was to be used to disinfect the water supply, which was polluted from our standpoint. The chlorinator was not being operated properly and therefore polluted water was used in the stage area. I don't feel that there was anyone responsible enough there to see to it that the chlorinator was working properly.

FOOD CONCESSIONS: The booth construction was very poor from a public health standpoint. No provisions were made for food storage and was therefore placed on the floors. Food stuffs in many cases were unprotected from the environment. The preparation of food was in unprotected areas in the front of the booths. Also due to weather conditions, the booths became quite dirty and muddy.

CONCLUSIONS: From a health standpoint, the facilities did not meet our minimum standards. Lack of proper planning and time were probably the major causes for the results cited above. The people were very understanding and cooperative that I talked to that day, but it was almost impossible to make any improvements due to the rush of people in the area.

I do feel that the festival was a fine idea and with better overall planning, it would have been a success from my point of view.

Jay Violette, R.S.

September 2, 1968-A return visit was made on this date. The following conditions were found:

WATER SUPPLY: The well was not chlorinated. They were unable to make the chlorinator operate. A sign was installed at tap (by stage) for washing only. Tank truck was out of water but a 1000 gallon tank truck arrived from Sultan (delivered by the Mayor of Sultan and water personnel to service food concessions). A water sample was taken from the well and a water bottle given to Mr. Hewitt (of the catering service) to take a sample when the tank truck would have water available. This he did and returned to this office on September 3, 1968. The results of this sample was negative. A sample taken from the well was found to be highly contaminated.

GARBAGE DISPOSAL: General area appeared to be cleaned up, but garbage was piled behind food concession area. Proper containers were not in evidence.

SEWAGE DISPOSAL: Sanicans appeared to be maintained though those behind food concessions were in need of servicing.

FOOD CONCESSIONS: Due to muddy conditions, food workers had to contend with mud in booths. General conditions of food handling were extremely bad. Outside barbecues by Indians and childrens group very primitive with little consideration to proper food handling and storage. Counter guards requested, were installed but did not help too much. Handwashing sink was not installed for use by food handlers. Mr. Hewitt brought in a sample of his spaghetti to test for contamination on Sept. 3, 1968. These results showed no evidence of contamination.

GENERAL AREA: The area in front of booths and seating area became a sea of mud which made the observance of Sanitary Standards impossible. No effort was made to correct this condition.

GENERAL CAMPING: General camping was observed outside the festival area in parking lots, in cars along the river bank, anywhere that was available to the site. These areas did not have toilet facilities or garbage disposal available to them, thus the country side was used for this purpose creating a nuisance especially to adjacent farms.

Cooperation by the organization was good but only the extent of providing any changes asked that were practical for them to accomplish with materials at hand. The inexperience and failure to recognize health hazards as described to them made it most difficult to overcome the potential health hazards which were present. For the health department to come on the scene on short notice at such an event and expect to eliminate these health hazards is near impossible short of closing all the food concessions.

CONCLUSION: We would strongly recommend that to prevent a re-occurrence of such an event that county regulations be enacted which would require that a complete plan be submitted at least a month in advance as to what sanitary and camping facilities would be provided, and further that construction be completed a week in advance so that proper inspections can be made by this department to insure that health regulations are met. If this cannot be done, we would recommend that this event not be allowed to take place in this county again.

NUISANCE COMPLAINT: On September 3, 1968, a call was received by this office from Mr. Gwilt(farm adjacent to festival property) who was extremely upset complaining of problems he had with people attending this affair. He stated they roamed on his property, throwing garbage and beer bottles and using his property for toilet facilities. They were too numerous to control for him and felt the health department should have controlled this situation. On September 5th, a complaint was registered by this party regarding bottles, garbage etc. along the county roads in the vicinity of the festival grounds. The county road district was contacted for cleanup of the roadsides.

VI.

September 4, 1968, Mr. and Mrs. Weidum were into this office, also extremely upset about conditions in the parking lot across the road from their home. They stated camping was allowed with no provisions made for wastes such as garbage and human wastes which has become an odor nuisance to him. They also roamed on his property for 3 days causing great concern for this building and property. He too felt that the authorities should have done something to prevent or control this. On Sept. 5th, a visit was made to this property and it was found to have garbage and trash over most of the area. A letter requiring cleanup of this property was sent to the property owners.

RESOLUTION

RE: Personnel Policies and Procedures

WHEREAS, heretofore representatives of management employees of the District formed a Personnel Practices Committee to review the existing "merit system" of the District, and said Committee after study, made certain recommendations to the District Board of Health,

WHEREAS, the Personnel Committee of the District Board of Health reviewed said recommendations and made certain revisions in the report of the Employee-Management Committee,

WHEREAS, for the past several months the Board of Health's negotiating team of Gene Fiege and David Stockton, assisted by the District's attorney, William F. Ingram, have met with representatives of three (3) employee bargaining groups and have further revised, as a result of said negotiations and collective bargaining, the said report on Personnel Policies and Procedures,

WHEREAS, the District desires to adopt a new set of Personnel Policies and Procedures which will be applicable to all employees of the District, both of a supervisory and non-supervisory category, now therefore,

IT IS HEREBY RESOLVED that the Snohomish Health District hereby adopts as its "Personnel Policies and Procedures", Schedule B, which is attached hereto and by this reference incorporated herein, and said Schedule B is hereby established as the Personnel Policies and Procedures of the Snohomish Health District and the Health Officer be and he is hereby directed to notify the employees by posting an appropriate notice of this act and the adoption of this resolution by the District Board of Health.

Duly promulgated in open session at a regular meeting of the Snohomish Health District Board of Health this 15th day of October, 1968.

SNOHOMISH HEALTH DISTRICT

By Ray A. Jase
Chairman of the Board

Attest Clifford Anderson, M.D. MPH.
Clifford Anderson, M. D., MPH
District Health Officer

Passed in Regular Session
this 15th day of October, 1968,
by the Snohomish District
Board of Health

SCHEDULE B

PERSONNEL POLICIES AND PROCEDURES

I. APPOINTMENT OF PERSONNEL

Personnel shall be appointed by the District Health Officer in accordance with the Charter of the Snohomish District Board of Health. All Appointments shall be provisional, or probationary, for a period not to exceed six months, after which time they shall be considered permanent.

II. QUALIFICATIONS

Responsibilities, necessary knowledge, skills and abilities, training and experience for each classification of employee shall be established and reviewed by the District Board of Health in those classifications where a State of Washington license to practice is required, application shall furnish proof that they hold a valid and current license.

III. DISCRIMINATION

There shall be no discrimination as to race, color, creed, national origin, age or sex in making appointments to the staff of the Health District.

IV. RESIDENCE AND CITIZENSHIP

United States citizenship and residence within the County of Snohomish may be waived in making appointments, provided there is a proven shortage of personnel applying for employment with the Health District. All other things being equal, however, U. S. citizens and residents of the County of Snohomish will be given preference.

V. SALARIES

Salaries for all employees of the District shall be determined by the Snohomish District Board of Health; provided however, for any employee represented by a bargaining representative that has a duly promulgated and effective salary schedule and pay range plan adopted.

by an agreement with such bargaining representative shall be paid the salary determined by reference to classification and salary step and range number evidenced by said pay range plan appendant to such collective bargaining agreement.

VI. HOURS OF DUTY

A. The basic work week shall be forty (40) hours, Monday through Friday.

B. The basic work day shall be 8:00 o'clock A.M. to 5:00 o'clock P.M. or any other equivalent consecutive nine hours, with one hour for lunch.

VII. PAID HOLIDAYS

All employees of the District, supervisory or otherwise, shall be entitled to be paid at their regular rate of pay for the following holidays, namely: January 1, February 12, February 22, May 30, July 4, Labor Day, October 12, November 11, first Tuesday after the first Monday of November, Thanksgiving Day and December 25. No employee of the District shall be expected to work on such designated holidays. Should any of these holidays fall on Saturday or Sunday, Friday or Monday will be considered to be the holiday and the employee of the District will not be expected to work on such days.

VIII. HEALTH EXAMINATION

The provisions of Article VI, paragraph 6.3 and 6.4 shall be applicable to all employees of the District, supervisory or otherwise and physical examinations shall be at the discretion of the District Health Officer before permanent appointment of an employee in any capacity with the District.

IX. CHEST X-RAY OR SKIN TEST

In addition to paragraph 6.4 of Article VI of the Agreement, all employees of the District shall have an annual chest x-ray or skin test to be provided for by the District.

X. PAID LEAVE

A. Annual Leave. In order to insure that all employees have an opportunity to rest and relax,

including employees covered by collective bargaining agreements and supervisory personnel, annual leaves shall be granted to employees of the District as herein provided. All employees are encouraged to use at least ten (10) consecutive work days of annual leave each calendar year.

1. Annual leave with full pay is allowed to employees working on a regular monthly basis after continuous employment for six months. During the second six months of service leave may be allowed up to the limit of the amount credited.

2. Annual leave shall be earned at the following rates computed from the first work day of the month.

<u>Years of Service</u>	<u>Earned Days Per Month</u>	<u>Working Days Per Year</u>
0 - 2	1	12
3	1 1/12	13
4	1 1/6	14
5 - 7	1 1/4	15
8 - 9	1 1/2	18
10 and over	1 2/3	20

3. Maximum allowable accumulation of unused annual leave shall be thirty working days.

4. Annual leave will be allocated as follows:

Annual leaves are subject to the approval of the Health Officer.

Full consideration will be given each employee's preferred vacation period.

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.

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 greatest seniority will be given preference for the desired vacation period.

5. Employee shall give notification of preference by May 1st of each calendar year. In any event at least thirty day notice is required prior to the beginning date of any leave period exceeding two consecutive days.

6. An employee who is terminated shall be paid for credited annual leave provided that in the case of voluntary resignation required notice is given.

7. Written request of leave form will be required for use in recording annual leave.

B. Sick Leave. Leave with pay, minus the amount of any state industrial insurance time-loss payments received by the employee for the same period, as allowed employees working on a regular monthly basis who are absent from work for any of the following reasons and subject to the following limitations:

1. Because of and during illness or injury incapacitating the employee to perform his duties.

2. By reason of exposure to contagious disease, during such period as his attendance on duty would jeopardize the health of fellow workers or the public.

3. Medical, dental, optical examinations and/or treatment.

4. Because of illness in the individual family requiring the attendance of the employee. Family includes only the following persons related by blood, marriage, or legal

adoption in the degree of grandparents, parents, wife, husband, brother, sister, child, or grandchild, or any relative living in the employee's household. Such leave is limited to three days, unless extended for good cause by the Health Officer.

5. Notification of absence on account of illness shall be given to the immediate supervisor as soon as possible on the first day of absence, preferably within the first hour of the work shift. If such notification is not made such absence may be regarded as absence without leave and charged to leave without pay.

6. A medical certificate may be required for absence in excess of three (3) consecutive days.

7. Upon return to work an employee shall submit a formal request for approval of leave so taken.

8. Sick leaves shall be earned at the rate of one day per each completed month of service and may be accumulated to a total of ninety (90) days. If employment commences after the 15th day of the month, sick leave shall not be earned for that particular month.

9. All accumulated sick leave shall be cancelled when employment is terminated.

10. Sick leave shall be extended by the District Health Officer with the approval of the District Board of Health if an employee be injured in the line of duty (except when covered by State Industrial Insurance), or contracts a communicable disease through exposure to such illness in the line of duty.

C. Compensatory Leave. Compensatory leave will be allowed only when an employee is engaged in activities connected with regular work duties provided such activities are outside regular working time.

Compensatory leave may be allowed in an amount equal to one and one-half times the overtime period worked.

When possible compensatory leave must be requested of and approved in advance by the immediate supervisor and the Health Officer. Such time off must be taken within sixty (60) days of the date approved and not consecutively with annual leave unless such consecutive leave has the approval of the Health Officer. In the event an employee works overtime, at his election, in the discharge of his duties, he shall be entitled to compensatory time only upon approval of his immediate supervisor and the Health Officer. When directed by his immediate supervisor to work overtime, the employee shall be entitled to compensatory leave determined as herein provided.

Attendance at meetings, conferences, seminars and travel to and from, shall not be considered as justification for a request for compensatory leave.

D. Bereavement Leave. Bereavement leave may be given because of death in the family. Family includes only the following persons related by blood, marriage or legal adoption in the degree of grandparents, parents, wife, husband, brother, sister, child or grandchild, or any dependent living in the employee's household. Such leave is limited to three (3) days which may be extended at the discretion of the Health Officer in unusual circumstances.

E. In-Service Training Leave. In-service training leave may be granted with the dual purpose of increasing the knowledge and efficiency enabling 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 to meetings are to be approved, prior to leaving, by the Board of Health.

F. Military Training Leave. Leaves not to exceed fifteen (15) calendar days in any one year, over and above the vacation leave, may be allowed for active training duty to any employee who is a member of the Washington National Guard, or a Reserve Corps of the United States as authorized by R. C. W. 38.40.060 (Military Leaves for Public Employees) which states that during the period of such leave an employee shall receive his salary.

Written request of leave form will be required for use in recording Military Training Leave.

G. Civil Leave. Civil leave may be allowed to permit an employee to serve on a jury, to take State Board examinations for State Positions in Washington, or to exercise other civil duties. When such leave is granted, compensation shall be paid for the time absent only in the amount of the excess of any compensation received for such civil duties.

Written request of leave form will be required for use in recording Civil leave.

XI.

NON-PAID LEAVE

A. Maternity Leave. After one year of continuous employment, leave without pay shall be granted upon request of the employee for a period up to six (6) months for maternity purposes.

B. Educational Leave. An employee may be granted a leave of absence not to exceed one year to attend an institute of higher learning for the advancement of his educational qualifications. The District Health Officer with the approval of the District Board of Health may grant an extension of the educational leave in individual cases.

C. Leave of Absence. Leave of absence may be granted for not less than ten (10) consecutive work days upon the recommendation of the Health Officer and approval of the Board of Health without loss of accrued benefits as of the date of absence.

An employee on maternity leave is entitled to reinstatement without loss of accrued benefits as of the date of her absence to her former

position at the expiration of her leave, provided the District has been able to temporarily fill her position and to fill the position with a temporary employee.

An employee on educational leave is entitled to reinstatement without loss of accrued benefits as of the date of his absence to his former position at the expiration of his leave unless the position he occupied has been abolished or filled.

XII. MEDICAL INSURANCE

As provided in paragraph 6.2 of Article VI of the Agreement, the Board of Health of the District will make available hospital and medical insurance coverage for all employees, including supervisory personnel and the District Health Officer and members of professional advisory or consulting staff commencing January 1, 1969. The District will make certain contributions for employees as provided in said paragraph 6.2 and the District may make similar allocations for supervisory and consulting professional staff or employees. Such hospital, surgical and medical insurance coverage shall be selected by the District in the manner provided in said sub paragraph 6.2 of the Agreement.

XIII. RETIREMENT

All employees shall be under the Washington State Employees' Retirement System.

XIV. SOCIAL SECURITY

All employees shall be covered by Social Security.

XV. STATE INDUSTRIAL INSURANCE AND MEDICAL AID

All employees shall be covered by State Industrial Insurance and Medical Aid Acts.

XVI. TRANSPORTATION

A. Personal Cars. Employees required to drive personally-owned vehicles for duty shall be compensated at a rate to be determined annually by the Board of Health for travel related to such duty. Driving to-and-from residence shall not be considered duty travel.

B. Departmental Cars. Employees driving vehicles owned or leased by the Health District shall keep a record of mileage and expenses; such records shall be turned in to the District on the last working day of each month. Such vehicles shall be driven out of county only on official business.

XVII. TERMINATION OF EMPLOYMENT BY EMPLOYEE; BY DISTRICT

At least thirty (30) days written notice of intention of termination of employment shall be given by the employee to the District. Failure to give such notice may result in termination of any employees' accrued benefits. When the District terminates an employee for just cause, then the District shall give thirty (30) days written notice to the employee of his termination or thirty (30) days pay in lieu thereof.

XVIII. TERMINATION OF EMPLOYMENT SUSPENSIONS AND DISMISSALS BY THE DISTRICT

An employee may be relieved from duty for the convenience of the governing board because of lack of work or other legitimate reasons.

A. The District as a public employer as defined in the Agreement, sub paragraph 3.7 of Article III, and as such is a tax supported public corporation; therefore, as provided in the Agreement, paragraph 2.1 of Article II, the District may relieve an employee from duty for the convenience of the District as a governmental authority or simply for lack of work or other legitimate reasons as determined by the governing authority of the District, namely: the Board of Health.

B. The following standards of conduct are deemed axiomatic and fundamental to an employee of the District as a public employer and are therefore applicable to all employees, supervisory or otherwise, except professional consultants retained by the Board of Health of the District, said standards as follows, to-wit:

1. No employee shall use or attempt to use political influence to secure promotion, transfer, leave of absence or increase in pay.

2. No employee shall attempt to entice any civic officer or municipal employee or employee of the Health District to commit an illegal act or acts in violation of any law or regulation of any governmental authority.

3. No employee shall aid in the assessment or collection of fellow employees or co-workers for the purpose of securing funds for the nomination or election of any person to municipal office or for the purpose of making any gift to any elective officer or superior for purposes of personal gain.

4. No employee shall take or receive any fee, gift or other valuable thing in the course of his work or in connection with his work for the District for his personal gain from any person, association or third party when such fee or gift is offered or given by such person or third party or association in the hope or expectation of receiving a favor or better treatment than that accorded another person.

C. Suspension and Dismissal. Any employee may, on receipt of written notice, be suspended for cause by the Health Officer, subject to hearing and appeal as hereinafter provided.

In case of reinstatement of a suspended employee, he may be eligible for full remuneration or partial remuneration for the period of suspension.

In case of reinstatement of a dismissed employee, he shall be eligible for full remuneration for the intervening period.

D. Hearings and Appeal. A Board of Review to be known as the "Board of Review of Employee Tenure" shall be convened as herein provided upon notification that a written notice of intention of appeal has been received from a suspended or dismissed employee. The Board of Review shall consist of five members constituted as follows:

Three members from the District Board of Health, one of whom shall be the chairman of the Personnel Practices Committee or his designated representative and two members appointed by the Chairman of the Board of Health. The two members may or may not be members of the Personnel Practices Committee.

Two members who are full time employees of the Health District who shall be chosen by the employee representative.

Employee representatives at said board, not chosen by employees within five (5) days of posting of notice of a hearing, shall be chosen by the Health Officer.

In those cases where the employee requesting a hearing before the Board of Review is not a member of an officially recognized bargaining representative organization or is classified as a supervisor or director, the Board shall convene as follows:

Four members from the District Board of Health, one of whom shall be the chairman of the Personnel Practices Committee or his designated representative and three members who may or may not be members of the Personnel Practices Committee and selected by the Chairman of the Board of Health.

One member from the supervisory staff not affiliated with a recognized bargaining organization to be chosen by a majority vote of such personnel.

The Board of Review members shall be appointed and/or elected as provided for above on an ad hoc basis to consider each individual case. Members who have served on one Board of Review may or may not serve on successive boards as convened.

Any employee who has been given written notice of suspension or dismissal by the Health Officer as heretofore provided and feels aggrieved thereby may, within ten (10) days, give to the Health Officer written notice of intention to appeal to the Board of Review. The Health Officer shall within twenty four (24) hours notify the Chairman of the Board of Health who shall, fix the time,

date and place of hearing which time and date shall be not greater than five (5) days from receipt of notice of the Health Officer to the chairman, and the chairman shall then notify the Health Officer of said time, date and place of hearing. The employee and/or his representative may be present at the hearing. He may at his option be represented by an attorney. The decision of the Board of Review shall be final, conclusive and binding upon both the employee and the Snohomish District Board of Health.

RESOLUTION

RE: Collective Bargaining Agreements For 1969

WHEREAS, the Snohomish Health District Board of Health duly appointed District representatives namely: Gene Fiege and David Stockton, assisted by the Health District's attorney, William F. Ingram, to negotiate with Bargaining Representatives for the employees of the Nursing Division, Clerical Division, and Environmental Health and Laboratory Division.

For the last several months, the said representatives of the District and Bargaining Representatives of the Washington State Nurses Association, Inc., Washington State Council of County and City Employees, and Professional and Technical Engineers Association, have met and have been engaged in collective bargaining,

WHEREAS, as a result of said collective bargaining, agreement between said bargaining representatives and the District's negotiating committee has been perfected,

WHEREAS, the District Board of Health has reviewed the report of its negotiating team and is now prepared to enter into collective bargaining agreements with said associations and union representing the three (3) said employee groups,

WHEREAS, the District Board of Health has heretofore adopted a new set of Personnel Policies and Procedures, now, therefore,

IT IS HEREBY RESOLVED that the proposed agreement recommended by Mr. Gene Fiege with the Washington State Nurses Association, Inc., be and the same is hereby approved and adopted and the Chairman of the District Board of Health and the Health Officer be hereby directed to execute said agreement on behalf of the Health District and to notify the employees in the said employee unit that such action has been taken by the District Board of Health;

BE IT FURTHER RESOLVED that the proposed agreement recommended by Mr. Gene Fiege with the Washington State Council of County and City Employees, be and the same is hereby approved and adopted and the Chairman of the District Board of Health and the Health Officer be hereby directed to execute said agreement on behalf of the Health District and to notify the employees in the said employee unit that such action has been taken by the District Board of Health;

BE IT FURTHER RESOLVED that the proposed agreement recommended by Mr. Gene Fiege with the Professional and Technical Engineers Association, be and the same is hereby approved and adopted and the Chairman of the District Board of Health and the Health Officer be hereby directed to execute said agreement on behalf of the Health District and to notify the employees in the said employee unit that such action has been taken by the District Board of Health;

BE IT FURTHER RESOLVED that a copy of each contract and a copy of Schedule B attached thereto be furnished to the Chairman of the Personnel Committee for his records and that said Chairman be directed to establish a Personnel Committee file in which he shall keep an up-to-date copy of each agreement and the Personnel Policies and

Procedures together with any amendments or modifications thereof. Further that the Personnel Committee Chairman be and he is hereby directed to review the terms of said contracts with each bargaining unit and to notify each bargaining representative of his identity, and while the official address for the District is as set forth in said agreement, to convey to each bargaining representative where said Chairman may be contacted at his place of business or at his residence.

BE IT FURTHER RESOLVED that the District Health Officer immediately take steps to carry out the terms of Article VI with reference to an employee health program and that the Health Officer report to the Board of Health at its November, 1968 meeting with reference to a health program and be prepared to recommend to the Board of Health at least two (2) health plans in compliance with paragraph 6.2 of Article VI of the collective bargaining agreements.

Done in open session at a regular meeting of the District Board of Health this _____ day of October, 1968.

SNOHOMISH HEALTH DISTRICT

By _____
Chairman of the Board of Health

Passed in Regular Session
this 15th day of October, 1968,
by the Snohomish District
Board of Health

Attest _____
Clifford Anderson, M. D., MPH
District Health Officer

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 Washington State Nurses Association, Inc., hereinafter called the "ASSOCIATION",

W I T N E S S E T H :

WHEREAS, pursuant to R.C.W. 41.56 laws of the State of Washington, the District and the Association have engaged in collective bargaining in conformity with said act and desire to set forth a written agreement with respect to rates of pay, hours of employment and other conditions of employment,

WHEREAS, the District, as a municipal public employer with full authority in the premises, recognizes the Association as the representative with full authority to act for the employee unit of the public employer classified as the employees in the Nursing Division,

NOW THEREFORE, the District and the Association hereby mutually establish and agree upon the working conditions and wage schedule hereinafter set forth.

ARTICLE I

Term of Agreement

1.1 This Agreement and the provisions thereof, except as hereinafter specifically set forth, shall become effective and operative as of 8:00 A.M., o'clock, Pacific Daylight Time, September 2, 1968, and shall continue in full force and be binding upon the respective parties hereto until 12:01 A.M., December 31, 1969. The provisions contained herein as to salaries, however, shall not be applicable or effective until the 1st day of January, 1969. Salaries for employees represented by the Association from September 1, 1968 through December 31, 1968, shall be as presently established and paid in accordance with the books and records of the District to each respective employee.

1.2 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.

1.3 Notices permitted or required to be served by one party upon the other under the provisions of this Agreement shall be sufficiently served for all purposes herein when mailed by registered mail, postage prepaid to Washington State Nurses Association, Inc., 1117 Second Avenue, Seattle, Washington 98101, attention Executive Director, for service upon the Association; and to District Health Officer, Snohomish Health District, Court House, Everett, Washington, 98201, for service upon the District, and the date of receipt of such notices shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other of any change in the addresses set forth in this section.

1.4 In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation or be declared invalid by any Court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

1.5 The parties hereto agree that they and their successors and assigns shall be bound by the terms and conditions of the Agreement.

SCHEDULE A
1969 SALARY SCHEDULE
Pay Range Plan
NURSING DIVISION

<u>Job Classification</u>	<u>Range Number</u>	<u>Salary Steps</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Registered Nurse	20.1	609	623	638	653	671
PHN I	21	650	668	687	709	733
PHN II	23	676	695	718	741	767
Supervisor	25	717	740	767	795	825

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 _____, 1968. SNOHOMISH HEALTH DISTRICT

By: _____
Chairman of Board of Health

Attest: _____
District Health Officer

Dated _____, 1968. ASSOCIATION OR UNION

By: _____

Attest: _____

Attest: _____

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 Professional and Technical Engineers Association, hereinafter called the "ASSOCIATION",

W I T N E S S E T H :

WHEREAS, pursuant to R.C.W. 41.56 laws of the State of Washington, the District and the Association have engaged in collective bargaining in conformity with said act and desire to set forth a written agreement with respect to rates of pay, hours of employment and other conditions of employment,

WHEREAS, the District, as a municipal public employer with full authority in the premises, recognizes the Association as the representative with full authority to act for the employee unit of the public employer classified as the employees in the Environmental Health Division,

NOW THEREFORE, the District and the Association hereby mutually establish and agree upon the working conditions and wage schedule hereinafter set forth.

ARTICLE I

Term of Agreement

1.1 This Agreement and the provisions thereof, except as hereinafter specifically set forth, shall become effective and operative as of 8:00 A.M., o'clock, Pacific Daylight Time, September 2, 1968, and shall continue in full force and be binding upon the respective parties hereto until 12:01 A.M., December 31, 1969. The provisions contained herein as to salaries, however, shall not be applicable or effective until the 1st day of January, 1969. Salaries for employees represented by the Association from September 1, 1968 through December 31, 1968, shall be as presently established and paid in accordance with the books and records of the District to each respective employee.

1.2 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.

1.3 Notices permitted or required to be served by one party upon the other under the provisions of this Agreement shall be sufficiently served for all purposes herein when mailed by registered mail, postage prepaid to Professional and Technical Engineers Association, 920 Second Avenue, Seattle, Washington 98104, attention Albert G. Ross, Business Manager, for service upon the Association; and to District Health Officer, Snohomish Health District, Court House, Everett, Washington, 98201, for service upon the District, and the date of receipt of such notices shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other of any change in the addresses set forth in this section.

1.4 In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation or be declared invalid by any Court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

1.5 The parties hereto agree that they and their successors and assigns shall be bound by the terms and conditions of the Agreement.

SCHEDULE A
1969 SALARY SCHEDULE

Pay Range Plan

ENVIRONMENTAL HEALTH DIVISION
AND LABORATORY DIVISION

Job Classification	Range Number	Salary Steps				
		1	2	3	4	5
Sanitary Technician	19	538	554	586	609	624
Sanitarian Trainee, and Meat Inspector	20.1	609	623	638	653	671
Sanitarian I	21	650	668	687	709	733
Sanitarian II	23	676	695	718	741	767
Bacteriologist	23	676	695	718	741	767

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 _____, 1968. SNOHOMISH HEALTH DISTRICT

By: _____
Chairman of Board of Health

Attest: _____
District Health Officer

Dated _____, 1968. ASSOCIATION OR UNION

By: _____

Attest: _____

Attest: _____

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 Washington State Council of County and City Employees, hereinafter called the "ASSOCIATION",

W I T N E S S E T H :

WHEREAS, pursuant to R.C.W. 41.56 laws of the State of Washington, the District and the Association have engaged in collective bargaining in conformity with said act and desire to set forth a written agreement with respect to rates of pay, hours of employment and other conditions of employment,

WHEREAS, the District, as a municipal public employer with full authority in the premises, recognizes the Association as the representative with full authority to act for the employee unit of the public employer classified as the employees in the Clerical Division,

NOW THEREFORE, the District and the Association hereby mutually establish and agree upon the working conditions and wage schedule hereinafter set forth.

ARTICLE I

Term of Agreement

1.1 This Agreement and the provisions thereof, except as hereinafter specifically set forth, shall become effective and operative as of 8:00 A.M., o'clock, Pacific Daylight Time, September 2, 1968, and shall continue in full force and be binding upon the respective parties hereto until 12:01 A.M., December 31, 1969. The provisions contained herein as to salaries, however, shall not be applicable or effective until the 1st day of January, 1969. Salaries for employees represented by the Association from September 1, 1968 through December 31, 1968, shall be as presently established and paid in accordance with the books and records of the District to each respective employee.

1.2 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.

1.3 Notices permitted or required to be served by one party upon the other under the provisions of this Agreement shall be sufficiently served for all purposes herein when mailed by registered mail, postage prepaid to Washington State Council of County and City Employees, 261 N. E. 45th Street, Seattle, Washington 98105, attention Larry McKibben, President, for service upon the Association; and to District Health Officer, Snohomish Health District, Court House, Everett, Washington, 98201, for service upon the District, and the date of receipt of such notices shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other of any change in the addresses set forth in this section.

1.4 In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation or be declared invalid by any Court of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

1.5 The parties hereto agree that they and their successors and assigns shall be bound by the terms and conditions of the Agreement.

SCHEDULE A
1969 SALARY SCHEDULE
Pay Range Plan
CLERICAL DIVISION

Job Classification	Salary Steps						
	1	2	3	4	5	6	7
Clerk I	338	352	368	383	400	417	434
Clerk II	352	368	383	400	417	434	453
Clerk III	368	383	400	417	434	453	472
Clerk IV	383	400	417	434	453	472	493
Clerk V	400	417	434	453	472	493	514
Clerk VI	434	453	472	493	514	537	560

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 _____, 1968. SNOHOMISH HEALTH DISTRICT

By: _____
Chairman of Board of Health

Attest: _____
District Health Officer

Dated _____, 1968. ASSOCIATION OR UNION

By: _____

Attest: _____

Attest: _____

ARTICLE II

Purpose and Scope

2.1 It is understood and agreed that matters appropriate for negotiation between the parties shall relate to rates of pay, hours of employment and other conditions of employment. However, it is recognized by the parties that the District is a public employer and therefore a creature of the State of Washington. 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 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.

2.2 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, for convenience of the government in the discharge of the duties and obligations of the District, 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.

ARTICLE III

Definitions

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

3.1 Employee Unit, unless otherwise designated herein, the employee unit shall mean all employees except supervisory personnel employed by the District in the Division represented by the Association holding a particular classified position.

3.2 Supervisory Personnel shall mean that individual or individuals designated by the Board of Health or by the Snohomish Health Officer of the District to plan, organize, administer, supervise and evaluate services rendered in a designated geographical or program area within the employee unit and which person or persons has direct responsibility under the District Health Officer or his authorized deputy or supervisor for supervision of personnel.

3.3 Classified position means that certain classification set forth on the pay range scale attached hereto which position as to environmental health personnel, laboratory personnel and public health nursing personnel is as defined by "Rules Governing Personnel Practices" adopted by the Washington State Health Department and as to clerics or clerks as defined by the Snohomish Health Board and/or the Snohomish Health Officer.

3.4 Pay range number is an arbitrary number assigned to a particular classification as evidenced by the pay range schedule attached hereto and has no other significance except for purpose of reading said pay range scale.

3.5 Salary steps are an arbitrary classification as set forth in the pay range scale attached hereto to enable the application of said pay range scale to any particular individual employee within the employee unit.

3.6 District Health Officer is the duly appointed and constituted health officer for the District and the chief ex-

utive 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.

3.7 Public employer means the Snohomish Health District as constituted and organized from the effective date of the laws of 1967, Chapter 51, Extraordinary Session.

3.8 Bargaining representative means the Association which is the lawfully designated organization representing the employees within the employee unit in the employment relations with the public employer.

3.9 Employee representative shall be that member of the employee unit certified to the District by bargaining representative within ten (10) days from date of this contract.

3.10 Association as expressed in this contract shall mean the legal organization representing employee unit and shall also include where applicable the term Union.

ARTICLE IV

Salaries

4.1 Salaries for balance of 1968, the rate of pay for each classification for the months of September, October, November and December, 1968 shall be the amount presently paid to each classification as evidenced by the books and records of the District and as budgeted by the District either in its original budget for the year 1968 or said budget as amended by appropriate resolution of the Snohomish Board of Health of the District.

4.2 Salary levels for 1969, attached hereto marked "Schedule A" is a 1969 salary schedule setting forth the pay range plan for the employee unit represented by the Association for salaries payable to an employee within such classifications, pay range numbers and salary steps during the calendar year, 1969.

ARTICLE V

Hours of Work

5.1 The basic work week shall be forty (40) hours, Monday through Friday.

5.2 The basic work day shall be 8:00 o'clock A.M. to 5:00 o'clock P.M.; or any other equivalent consecutive nine hours, with one hour for lunch.

ARTICLE VI

Health Programs

6.1 All employees shall be covered by State Industrial Insurance and medical aid acts as promulgated by the Washington State Legislature where applicable.

6.2 The Board of Health of the District shall submit to all employees of the District including supervisory personnel a medical, surgical and hospital insurance plan or plans including employees of other employee units of the District. The bargaining representative of the employee unit covered by this contract or other bargaining representatives for other employee units of the District may submit recommendations to the District and the District Board of Health as to the scope and nature of such a plan and the insurer or insurance carrier to fund or provide such a plan. At least fifteen (15) days prior to the expiration of the calendar year 1968, the District through its duly constituted governing authority, the Board of Health, shall approve at least two medical, surgical and hospital insurance plans and make such plans available to all employees including all other employee units for their consideration and selection. The District shall enter into a group insurance contract with the insurance carrier so selected by the District employees if a sufficient number of eligible employees enroll or agree to enroll under such plan so approved by the employees all in accordance with the requirements of the insurer and the terms of the group insurance contract. Such plan shall then become the Health Plan for the District and the employees covered by this contract. In the event the requirements of the previous sentence of this paragraph are not met and satisfied, there shall be no Health Plan effective for the term of this contract, however, the parties agree to continue efforts to obtain a satisfactory Health Plan during the life of this contract. In the event

the District shall contribute that portion of the premium attributable to each employee for such employee coverage up to a maximum monthly premium of nine (\$9.00) Dollars per employee. Employees, at their option, may include their dependents under such plan at their expense. In the event account procedures and auditing procedures available to the District permit, through the office of the Snohomish County Auditor, deduction for individual employee premium and/or employee premium and dependent premium shall be made from wages.

6.3 Physical examinations may be required at the direction of the Health Officer of employees before permanent employment.

6.4 Annual chest x-rays or skin tests and immunizations will be provided for the employee by the District.

ARTICLE VII

Retirement and Social Security

7.1 Retirement privileges available to the employee as an employee of the District, a public employer, will be serviced and paid by the District and the employee as 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.

7.2 All employees shall be covered by existing Federal legislation governing social security and appropriate deduction shall be made and public employer and employee payments made to the Internal Revenue Service as provided by the laws of the United States of America.

ARTICLE VIII

New Proposals

8.1 The District is a public employer and as such is funded by tax dollars, license fees and funds derived from special programs promulgated by State and Federal legislative bodies; therefore, the Association agrees to submit any new proposals for the year 1970 to the District at least six (6) months before the expiration of this contract.

8.2 Any employee who requests time off for Association activities in addition to regular time off shall 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, not to exceed two employees from the employee unit, may join with the employee representative at bargaining sessions without loss of compensation.

ARTICLE IX

Payroll Deduction

9.1 The District shall for the duration of this Agreement, deduct regular periodic Association dues each month from the first pay check of each employee who individually and voluntarily 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 as the agent shall in writing designate.

ARTICLE X

Miscellaneous

10.1 For purposes of salary steps in determination of which salary step a particular employee under a particular classification is entitled to under "Schedule A", the pay range plan attached hereto, it is understood and agreed that each employee's employment anniversary date shall be determined as follows: if the particular employee was originally employed by the District before July 1st of a calendar year, his first anniversary date shall be January 1 of the following calendar year. If a particular employee was employed by the District after June 30th of a calendar year, his first anniversary date shall be January 1 of the second following calendar year.

10.2 There is attached hereto "Schedule B" entitled Personnel Policies and Procedures. Said "Schedule B" is by this reference incorporated herein as though set forth at length. It is understood and agreed between the District and the Association that said personnel policies and procedures as set forth and established in said "Schedule B" are applicable not only to the employees represented by the Association but are also applicable to all employees of the District, including supervisory personnel, except the District Health Officer and members of the Board of Health of the District and the attorney retained by the Board of Health or other professional advisors retained by the Board of Health.

10.3 Ability and seniority shall be considered by the District in the advancement of an employee within an employee working division.

10.4 All employees within the employee unit who are members of the Association and/or Union in good standing in accordance with its constitution and by-laws and all employees who become members thereafter during the life of this contract shall, as a condition of employment, maintain their membership in the Association and/or Union in good standing for the duration of this collective bargaining agreement; provided, an employee shall have the right to terminate such membership in the Association and/or Union by giving notice to such Association or Union during the thirty (30) days prior to the expiration of this contract.

10.5 It is agreed that the agreement dated September 27, 1967, between the District and Association is hereby rescinded except as to paragraph 5 thereof dealing with salary level for 1968. Paragraph 5, however, of said former agreement is hereby deemed amended by Article IV of this agreement and it is further understood that the herein agreement in all other respects replaces the former agreement between the parties.

ARTICLE XI

Grievances

11.1 Through the representation of the Association, employees shall have the right to a hearing on grievances as established by the procedure in this Article XI.

11.2 A "grievance" is hereby defined as an alleged violation of the terms of this contract by the District or by an employee except as to matters relating to suspension and dismissal of such employee.

11.3 The District and the Association will promptly meet and deal with each other through their respective representatives, with respect to any grievance. All such matters shall be adjusted in accord with the Grievance Procedure hereinafter defined. However, the following Grievance Procedure is not intended to restrict any individual's right, if he so desires to first discuss directly with his immediate supervisor any matter concerning him personally with respect to his employment.

11.4 STEP ONE. Any employee or group of employees having a grievance shall present such in writing to the Employee Representative. The Employee Representative shall be selected annually within ten (10) days from the effective date of this contract by the employee group and the District shall be notified of the selection of that individual by the employee group. The Employee Representative shall thereupon prepare and present to the designated supervisor a written "Notice of Grievance" with copies to the District's Personnel Committee Chairman and the Association's Business Manager setting 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; and
- (c) The section or sections of the Agreement, if any, relied upon or claimed to have been violated.

All grievances must be presented to the District in writing within seven (7) calendar days of their occurrence. The District and the Association will endeavor to settle any grievance at this point. Such settlement agreement to be signed by both parties and copies thereof to be furnished to the District Personnel Committee Chairman and the Association's Business Manager, but if the Employee Representative and the District Representative involved do not settle such grievance directly within fourteen (14) calendar days after its presentation by the Employee Representative (unless the time therefore shall be extended by mutual agreement) then Step Two shall apply.

STEP TWO. If a grievance shall not be settled under Step One the Association's Business Manager or other authorized representative shall meet with the District's authorized representative. Such meeting or meetings shall be arranged by and with the Health Officer after receipt from the Chairman of the Personnel Committee of the District, of a written notice from the Association's Business Manager or his representative, requesting the meeting and enclosing a copy of the "Notice of Grievance" and written verification that compliance with Step One of the grievance procedure has failed to resolve the matter. Grievances asserted by the District shall be initiated at Step Two by written notice to the Associa-

tion's Business Manager requesting a meeting and stating the nature of the grievance.

A Conference Committee shall then be formed composed of the Health Officer and two other representatives of the District, together with three official representatives from the employee group. The Committee shall then meet within ten (10) calendar days after the giving of notice as provided in the first paragraph above under Step Two and the Conference Committee so formed shall then decide the matter at issue. The time for the meeting or meetings of the Conference Committee may be extended by mutual agreement. If either party to this Agreement shall fail or refuse to meet to attempt to settle such grievance with the Conference Committee at the time or times scheduled for meetings of the Conference Committee, such party shall be deemed to have recognized the merits of the other party's position and the grievance will be deemed to have been settled in favor of the non-defaulting party.

11.5 In the event any dispute under this Article shall not be settled as provided in Step Two of the foregoing, then either party within ten (10) calendar days after written notice of such failure to settle said dispute may submit the grievance to the Department of Labor & Industries of the State of Washington for arbitration. The decision of the Department of Labor & Industries shall be binding upon both parties to this Agreement, except as provided in Article XII.

11.6 The Department of Labor and Industries shall have the sole right to determine the rules and procedure of the conduct of the hearing before the Department; PROVIDED, however, the function of the Department of Labor and Industries and the individual so designated by said Department to hear the matter in dispute between the parties shall be limited to determining if the District or the Association has violated or failed to apply any of the provisions of this or other written agreements between the parties: the Department of Labor and Industries shall have no power to destroy, change, add to or delete from the terms of this agreement or any other written agreement between the parties.

11.7 Each party shall bear the expense of preparing and presenting its own case before the Department of Labor and Industries. The cost, if any, of the individual designated by the said Department to hear the matter in dispute and incidental expenses mutually agreed to in advance, shall be borne equally by the parties hereto.

ARTICLE XII

Redress to the Superior Court

12.1 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, including any determination under Article XI hereof, which hearing shall be upon the merits. Each party shall bear the expense of preparing and presenting its own case before such Court.

RESOLUTION

BE IT HEREBY RESOLVED that the Snohomish District Board of Health
authorizes the Snohomish County Treasurer, in accordance with RCW 36.29.020,
to invest on November 1st, 1968, the amount of FIFTY THOUSAND AND NO/100
DOLLARS (\$50,000) for a period of SIX (6) months.

Dated this 15th day of October, 1968.

W. H. Deane
Chairman

Richard T. Fowler

N. Richard Forsgren

Milva J. Simpson

A. F. Alexander

Roy Barber

Richard D. ...

A. L. Fincaid

ATTEST:

Clifford Anderson M.D.
Clifford Anderson, M. D.
Health Officer

Passed in Regular Session
this 15th day of October, 1968,
by the Snohomish District
Board of Health

BIRTHS AND DEATHS

(By Occurrence in Snohomish Co.)

August 31, 1968

<u>BIRTHS</u>		Total to Date	Total for Month	Total County Res.	Total Non-Res.
Male....	1140				
Female.....	1082				
<u>DEATHS</u>					
Male....	680				
Female.....	548				
BIRTHS		2,222	302	272	30
FETAL DEATHS		17	1	1	
DEATHS		1,228	142	121	21
"Motor Vehicle" accidents (traffic)		40	6	5	1
(non-traffic)		12	2	2	
Accidental deaths (adults)		52	6	6	
Accidental deaths (infant *)					
All other infant deaths		52	4	4	
Suicide		23	6	4	2
Homicide		4			
Undetermined (of above)		2			
(cause)					
Infectious diseases Meningococccemia		2	1	1	
Influenza		8			
Malignant neoplasms		168	27	24	3
Cerebral vascular accident		160	14	12	2
Diseases of the heart		435	52	47	5
All other diseases		270	24	16	8

* Under one year of age