

Agreement between
SEIU Healthcare 1199NW and Yakima County Health

YAKIMA COUNTY HEALTH DISTRICT

2018 - 2020 Contract

(Registered Nurses)



SEIUHealthcare®
United for Quality Care

AGREEMENT

Between

YAKIMA COUNTY HEALTH

And

SEIU HEALTHCARE 1199 NW

FOR

January 1, 2018 – December 31, 2020

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THIS AGREEMENT entered into by **YAKIMA COUNTY HEALTH DISTRICT**, hereinafter referred to as the “**Employer**,” and the **SEIU Healthcare 1199 NW**, hereinafter referred to as the “**Union**,” has as its purpose the promotion of harmonious relations between the Employer and employees, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of certain conditions of employment.

ARTICLE I RECOGNITION

1.1 In accordance with RCW 41.56, Yakima County Health District recognizes the SEIU Healthcare 1199 NW, as the representatives for all full-time, part-time and intermittent employees of the bargaining unit, which shall consist of the following positions listed on the salary schedule attached hereto as Exhibit “A.”

1.2 Healthcare Leadership Fund

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Healthcare Leadership Fund contributions wage assignment authorization in a form substantially similar to that attached hereto as Exhibit A. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the nurse. The amount deducted and a roster of all nurses using payroll deduction for voluntary Healthcare Leadership Fund contributions will be promptly transmitted to the union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to such deductions. Notwithstanding any of the foregoing, the Employer assumes no responsibility, either to the individual nurses or to the Union, for any failure to make such deductions or for any errors made in calculating or administering such deductions. Upon notice of any errors made in connection with such deductions, the Employer will make reasonable, good faith efforts to correct such errors in accordance with this Agreement and applicable law regarding permissible payroll deductions. The Union and each nurse authorizing the assignment of wages for the payment of Healthcare Leadership Fund contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the Healthcare Leadership Fund check-off in the parties' Collective Bargaining Agreement.

The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the Healthcare Leadership Fund check-off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check-off.

ARTICLE II DEFINITIONS

2.1 Seniority

Seniority shall mean an employee's continuous length of service as a nurse with the Employer from the most recent date of regular hire. Seniority benefits shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this six (6) month probationary period, the employee shall be credited with seniority from the most recent date of regular hire.

2.2 Full Time Position

Full Time Position shall mean a 40.0 hour work week.

2.3 Immediate Family

For purposes of determining immediate family, that term includes persons related by blood, marriage, legal adoption or guardianship, specifically limited to the following individuals; spouse, registered domestic partner; children; foster children, parent; parent-in-law; grandparent; sibling;;spouse or registered domestic partner of a sibling; or grandchild.

ARTICLE III UNION-MANAGEMENT RELATIONS

3.1 Maintenance of Membership / Dues

- (a) It shall be a condition of employment that all regular employees in the bargaining unit covered by the Agreement, who are members of the Union remain members in good standing of the Union or agree to pay the Union an agency fee. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall within thirty (30) days following commencement of such employment, become and remain members in good standing in the Union or agree to pay the Union an agency fee. Good standing is herein defined as the tendering of Union dues or an agency fee on a timely basis.
- (b) Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.
- (c) Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and mutually agreed to by the employee and the Union.
- (d) The Employer shall make newly hired employees aware of the membership conditions of employment, at the time of hire.
- (e) The Employer agrees to deduct (once monthly) union dues or agency fees from the pay of those employees who request such deductions in writing. The amounts deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate

deductions of all employees shall be remitted, together with an itemized statement, to the Union.

3.2 Labor Management Committee

- (a) A separate Labor Management Committee shall be established for the Employer and Union represented employees. Two representatives elected from bargaining unit and up to three Employer representatives will meet upon request of either party, for fostering improved communications between management and the staff, and to assist with personnel, patient care, and other problems. Staff concerns related to their involvement in program development and implementation, as well as organizational change, will be brought to the Labor Management Committee when the employees believe the concerns have not been adequately dealt with in day-to-day management of the Employer. All final decisions as to such matters, including reclassification request, rest with the Health District Board; provided that if there is any conflict between such personnel plan and this contract, the terms of this agreement shall prevail. The parties understand that employees will have first raised such issues with their supervisor and/or other appropriate management staff.
- (b) Employees shall be allowed to attend Labor Management meetings, without penalty, during normal work hours.
- (c) If there are issues specific to this bargaining unit, additional meetings, shall be scheduled between three representatives of this Union and management.
- (d) Two representatives of the employer and an equal number of representatives of this union shall meet once yearly, no later than July of each calendar year; of this agreement to discuss how to improve and increase public health funding and further enhance existing programs and additional programs with classifications in this bargaining unit. Further, the employer and the union shall work collaboratively to this end, to better serve the community health needs of the Yakima Health District. Final decision regarding such discussions and recommendations rest completely with the Employer.

- (e) Additional items shall include any and all improvements to the Employer provided Health Benefits, Pensions, and any other benefits provided by the Employer. Employer-provided health and safety programs shall also be discussed at these committee meetings.
- (f) Labor and Management will meet each September after the PEBB annual insurance rates have been published to discuss health insurance costs and strategize how health insurance costs may be effectively managed. Should health care cost exceed the limits as identified later in the CBA, the union and management will re-enter into negotiations to discuss how best to manage healthcare costs. Management and the union agree to continue to monitor and discuss strategies for managing health care cost effectively for the duration of this CBA.
- (g) The committee shall address matters subject to collective bargaining, but shall not substitute for contractually agreed upon bargaining.

3.3 Health & Safety

- (a) The Employer shall maintain a Health and Safety Committee consisting of (a) one (1) representative from each union and (b) three (3) representatives from management which shall act as 3.3 Health & Safety and shall act as advisor to the Executive Director. . Additional employees may be utilized as necessary. The Committee shall review potentially hazardous working conditions, evaluate products and equipment currently being utilized and additional equipment needed to promote a safe work environment.

Cost shall not be the primary factor in determining the use of safer medical devices. The Committee shall address, among other things, the need to prevent exposure to Hepatitis and Human Immunodeficiency Virus (HIV), and the use of safer medical devices that reduce or eliminate needle stick injuries, including non-needle alternatives. The Committee shall develop communication procedures for employees working alone.

- (b) Employer shall maintain safe and healthy working conditions which minimize the risk of injuries to employees. Employer shall comply with all federal, state and local laws applicable to the health and safety of employees.

(c) Employer will provide CPR training at no cost for the employees.

(d) Employer shall maintain a program of communicable disease control. All employees will be provided Hepatitis B vaccine, TB tests, flu shot or measles vaccination at the Employer's expense.

3.4 Negotiations

Employer will allow two (2) employees time off for contract negotiations purposes without suffering a loss of pay.

3.5 Delegates

After signing this Agreement, the Union shall notify the Employer of the name of the Union delegates and/or officers who shall see that the provisions of this Agreement are observed and shall be allowed reasonable work time to do so. Each calendar year, subject to appropriate advance notice and scheduling/staffing requirements, one officer or delegate may use eight (8) hours of paid time to attend union-sponsored training in leadership representation and dispute resolution.

3.6 Access

The Union representative shall have access to the Employer's office during business hours, providing he or she does not interfere or cause employees to neglect their work.

3.7 Contract

The Union shall bear the costs of printing this contract. The Union will distribute copies to all existing and new employees.

3.8 Roster

The Employer will provide to the Union a current list of all employees covered by this Agreement. The list shall include the name classification, Employee ID number, date of hire, hourly rate of pay, and regular hours worked for each employee. Each month the Employer will send a list of new hires and their addresses and a list of all employees who have terminated during the month.

ARTICLE IV EMPLOYER RIGHTS

4.1 The Employer retains the right and obligation in accordance with applicable laws and regulations to:

- (a) Direct employees covered by this Agreement;
- (b) Hire, promote, assign and retain employees of the unit, and to transfer, demote suspend or discharge employees for just cause which shall mean that the employer must have a reason (he or she must have "cause") for imposing discipline and the reason must be fair ("just"). The discipline action must also be tied to the discipline and shall be applied fairly and consistently.
- (c) Relieve employees from duty because of lack of work or lack of funds; the employer will not, however, contract or subcontract work when such action will cause the termination of bargaining unit employees or the elimination of bargaining unit positions existing at the time of the execution or renewal of the contract. It is further agreed that the Employer will not contract or sub-contract work for expansion of existing programs for regular and ongoing work that is typically and traditionally accomplished by bargaining unit members;
- (d) Determine the method, the technological means, and the number and kinds of personnel by which operations undertaken are to be conducted.
- (e) New Positions/Restructure of Positions. New or restructured job classifications established within this bargaining unit, as identified in Exhibit A of this agreement, during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions.
- (f) The Union shall be notified immediately of any new job classifications established by the Employer in the Disease Control Division and the Public Health Partnership Division.

4.2 The retention of these rights by the Employer shall not impair the employee's right to invoke the grievance procedures set forth in this contract, nor to obtain redress therefore.

ARTICLE V EMPLOYEE RIGHTS

- 5.1 No employee shall be discriminated against on the basis of race, color, religion, disability, national origin, age, gender, sexual orientation, marital status, political affiliation, activity or belief, membership and/or participation in, or lack of membership and/or participation in their union and/or any legally constituted organization.
- 5.2 An employee may request the presence of a Union delegate at any meeting for disciplinary action that may result in written material being placed in the employee's personnel file.
- 5.3 An employee shall have the right, upon written request, to inspect his/her personnel file. No evaluation or other material referring to the employee's competence shall be placed in the file without the employee's knowledge and the opportunity to attach his/her comments.
- 5.4 Regular employees working half-time or more earn employer paid proportional insurance contributions, sick leave, annual leave and holidays according to the number of regularly scheduled work hours.
- 5.5 Bulletin board space will be provided for Union use.
- 5.6 All employees covered by this Agreement are eligible to apply for any posted position. The Employer shall post full-time and part-time vacant positions and shall not fill the position for the first seven (7) days of the posting unless circumstances require immediate replacement.

Applications must be completed and submitted to the appropriate person on or before the closing date. Insofar as is practical, first consideration will be given to employees currently working for the Employer. In the event the vacancy cannot be filled by qualified applicants currently employed by the Employer, selection may be made from applicants from the general public. When filling a position with current employees, and when skill, competency and ability to perform the position are considered by the Employer substantially equal, seniority shall be the controlling consideration in the transfer and promotion to the other positions within the bargaining unit.

- 5.7 Employer agrees to reimburse employees for damage to their personal property, excluding automobiles, not caused by the employee, which occur while providing services to a client.

ARTICLE VI HOURS OF WORK

- 6.1 The basic work week shall begin at 12:00 am Saturday, and end at 11:59 pm on Friday.
- 6.2 A full-time employee's hours of work within the week shall consist of 40.0 hours.
- 6.3 A minimum of a 30-minute lunch period shall be provided within each regular working day.
- 6.4 All employee's work schedules shall provide a fifteen (15) minute rest period during each half-day work period.
- 6.5 Individual employees; daily and weekly work schedules shall be that which is mutually agreeable to the employee and his/her supervisor.

ARTICLE VII HOLIDAYS

- 7.1 The following shall be recognized and observed as paid holidays each calendar year:

New Year's Day	January 1 st
Martin Luther Kings. Birthday	Third Monday in January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day After	Friday following Thanksgiving
Christmas Day	December 25 th

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

- 7.2 Any annual floating holidays for which an employee is eligible as described above must be requested by the employee by submitting written request to the supervisor. An employee whose request for a floating holiday cannot be granted

prior to December 31st shall be paid for that holiday, if it is requested prior to December 1st of that year.

- 7.3 Whenever any of the above designated holidays fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the above designated holidays fall on Saturday, the preceding Friday shall be observed as the holiday.
- 7.4 If any employee works on a holiday, he/she shall be paid at the rate of time and one-half (1/2) in either pay or compensation time off, at the employee's choice. In addition, an employee who works on a holiday access the right to take a holiday before February 1st the following year. This entitlement shall be computed at the rate of the employee's normal working day (7.5 or 8.0 hours), pro-rated for part time employees. If the holiday is not used, the employee will be paid for time after February 1st.

ARTICLE VIII ANNUAL/OTHER LEAVE

8.1 Annual Leave

(a) Employees shall be entitled to and shall receive annual leave benefits with pay based on the following schedule:

Years of Continuous Employment w/YHD	Work Days of eligibility to be certified	Hours 40.0 workweek	Annual Leave Days Accrued Per Year
Up to 1	1	8.000	12
Over 1	1-1/12 th	8.667	13
Over 2	1-2/12 th	9.333	14
Over 4	1-3/12 th	10.000	15
Over 7	1-4/12 th	10.667	16
Over 10	1-5/12 th	11.333	17
Over 13	1-1/2	12.000	18
Over 15	2	16.000	24

- (b) Employees may not use accrued annual leave until they have completed six months of continuous employment.

Employees may not accrue more than 256 annual leave hours for employees working 40 hour schedule; provided, however, employees shall not lose annual leave if it is canceled, at the request of the Employer, due to an emergency.

- (c) All accumulated annual leave is paid when an employee leaves employment with the Employer, provided two weeks' notice has been given, unless some special circumstances prevents that notice. In case of death, accumulated annual leave is paid to the estate of the employee. Payment of the accumulated annual leave is calculated by multiplying the employee's base hourly rate, at the time of termination, times the actual number of accumulated annual leave hours.

- (d) If a recognized holiday falls during an employee's annual leave, the holiday shall not be counted against the employee's annual leave.

- (e) If an employee becomes ill during annual leave, he or she may request to use sick leave, rather than annual leave, if the employee's supervisor is promptly notified and a reasonable showing of the necessity for sick leave is made.

- (f) An employee shall request desired annual leave time as far in advance as is reasonable, but not less than two (2) weeks before the schedule is posted. The employee will be notified in writing within two (2) weeks whether the annual leave is approved. In the case of conflicting requests for annual leave, seniority shall prevail; seniority shall not affect approved annual leave.

- (g) Employees accrue a full day of annual leave for their first month of employment if they are placed on the payroll on or prior to the fifteenth (15th) day of the month and work continuously through the rest of the month. Terminating employees do not accrue annual leave for the month in which they terminate unless they actually work continuously through the fifteenth (15th) day of the month in which they terminate.

(h) At the discretion of the Employer, leaves with or without pay maybe granted for attending professional meetings, conventions, symposia, workshops, college short courses, etc. Requests for In-Service denied for other than budgetary reasons may be appealed to the Labor Management Committee.

8.2 Other Protected Leaves. Employees may receive protected leaves of absence for qualifying circumstances as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Act, the Washington Family Care Act (FCA), this collective bargaining agreement and other relevant statutes.

- (a) Court Duty. Leave with pay shall be allowed to any employee called to serve as a juror or under subpoena to testify in court proceeding. Any compensation (except travel pay) received by the employee from a third party for such jury services or testimony shall be paid to the Employer.
- (b) Active Military Duty. An employee will be allowed time off with pay for active training in the United States Armed Forces or Washington National Guard, not to exceed fifteen (15) days per year.
- (c) Temporary Medical Leave. Employees may be granted temporary unpaid medical leave up to three (3) months without loss of accrued benefits or seniority and with the right to return to his/her prior position. The Employer may require a physician's written report as basis for this leave. An employee on temporary medical leave may use their accrued comp-time, sick or annual leaves.
- (d) Additional Leave of Absence. The Employer may grant additional leave of absence (beyond three months) without pay, at its discretion provided the employee has first expended all accrued annual leave, comp time, and sick leave.
- (e) Leave Without Pay. At the discretion of the Employer, and after the two (2) years of continuous employment, leave without pay may be granted upon request of a nurse of a period of up to six (6) weeks. The nurse shall have the opportunity to return to the same position, unless that position does not exist due to layoff. In such event, Article

10 shall apply. The leave of absence may be extended up to twelve (12) weeks with the inclusion of accrued annual leave.

- (f) Job-Related Education. The Employer may permit leave with or without pay for job-related education, except that employees shall be given professional educational leave necessary to meet re-license requirements. Leave with pay will be granted only in situations which clearly benefit the Employer.
- (g) Authorized Leave Without Pay. Upon return from any authorized leave without pay extending for more than thirty (30) continuous days, an employee's anniversary date and step increase date shall be adjusted for the period while on leave of absence or leave without pay. While on leave without pay status, an employee may continue medical, dental or life insurance benefits provided full premiums are paid by that employee.

8.3 Family Leave

- (a) An "employee," as that term is defined under the Washington Family Leave Act, Ch. 49.78 RCW (the "Act"), and the Family Medical Leave Act (FMLA) i.e., and an employee who has worked at least 1,250 hours during the previous 12 months, is eligible to take unpaid leave for qualifying reasons and on terms consistent with the Act, except where expressly noted therein.
- (b) An employee is entitled to twelve (12) work weeks of unpaid leave during any twelve (12) month period for the birth and care of the newborn child of an employee; for placement with the employee of a son or daughter for adoption or foster care; to care for an immediate family member as defined in Section 2.3 as follows: spouse, domestic partner, dependent child, adult child unable to care for self, parent, parent-in-law, grandparent, or grandchild, brother, sister, brother-in-law and sister-in-law) with a serious health condition; or take medical leave when the employee is unable to work because of a serious health condition. A serious health condition is an illness, injury, impairment or physical or mental condition that requires inpatient care in a medical facility or continuing treatment by a health care provider. Consistent with the Act, the Employer may require the employee to provide written certification from the health care provider concerning serious health condition, as well as the employee's ability to return to regular duty at

the conclusion of the leave period. As required by the Act or other applicable law, an employee is entitled to take unpaid leave in addition to the 12-work-week period for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. The employer uses a rolling calendar method for determining the 12 (twelve) month period. The 12 (twelve) month period is measured forward from the date an employee uses any FMLA leave. Under the rolling method 12 (twelve) month period, each time an employee takes FMLA leave, the remaining entitled would be balance of 12 (twelve) weeks which has not been used during the immediately preceding 12 (twelve) months.

(c) If the necessity for leave for the birth or placement of a child or because of a serious health condition is foreseeable, the employee shall provide the Employer with not less than thirty (30) days' notice before the date the leave is to begin. If 30 days is not possible because of an unforeseeable need for leave, the employee shall provide such notices as is practicable.

(d) Notwithstanding the 12 work week limitation under Article 8.3 (b), following twelve (12) months of continuous employment with the Employer, an unpaid leave not to exceed one year may be granted to an employee to care for dependent child with a serious health condition who resides with the employee, without loss of previously accrued seniority. And employee taking additional non-pregnancy-related leave in excess of 12 work weeks under this sub-section (e) shall be entitled to return to the first available position for which he or she is qualified, without loss previously accrued seniority. Leave under the Act and FMLA is unpaid leave. The employer chooses to run concurrent all paid leave available to the employee while FMLA. Once all paid leave (which is running concurrent) has been exhausted, then any remaining time of the 12 (twelve) weeks allowed during the 12 (twelve) month period shall be unpaid.

8.4 FMLA Military Family Leave/FMLA, Family Care Act: All full-time and part-time employees are eligible for this leave.

8.5 Leave for birth, bonding, or to care for a child with a serious health condition. Under the Washington Pregnancy Disability leave, any mother who is sick or disabled as it relates to pregnancy (as defined in WAC 162-30-020) shall be provided unpaid leave during the sickness or disability. This leave time shall be in addition to any time provided under the Act and FMLA.

- 8.6 **Bereavement Leave** Full-time and part-time employees may be absent on bereavement leave for up to five (5) regularly scheduled workdays annually without loss of pay in case of death of the immediate family. The term “immediate family” includes persons related by blood, marriage, legal adoption, and registered domestic partners as defined in Section 2.3 of this agreement. In the event that there is a necessity of days beyond the initial 5 days of bereavement days, additional leave days may be used from the employee’s leave accrual bank. If the employee does not have any accrual hours, then leave without pay may be granted at the discretion of the employer.

For the purposes of determining immediate family, that term includes persons related by blood, marriage, legal adoption or guardianship, specifically limited to the following individuals; spouse, domestic partner; children, parent; parent-in-law; grandparent; brother, sister; brother-in-law; sister-in-law; or grandchild.

- 8.7 **Domestic Violence Leave** Full-time and part-time employees shall be allowed to use any accrued time while on Domestic Violence Leave
- 8.8 **Benefits** During the periods of Family Medical Leave Act, Family Leave Act, Washington Pregnancy Disability Leave, and Domestic Violence Leave the Employer shall continue to pay the same portion of health, dental, group life, and disability insurance as the Employer paid prior to the employee going on leave.

ARTICLE IX SICK LEAVE

- 9.1 In order to reduce the financial loss to an employee who is unavoidably absent from work because of illness or injury to himself/herself or his/her family, the Employer will maintain his/her salary during such absence under the provisions of this article.

(a) **Eligibility:** Sick leave is available for use by employees after having completed one (1) continuous month of employment. .

(b) **Accrual:** Employees accrue a full day of sick leave for their first month of employment if they are placed on the payroll on or prior to the fifteenth (15th) day of the month and work continuously through the rest of the month. An employee terminating from employment does not accrue sick leave for the month in which they terminate unless they actually work continuously through the fifteenth (15th) day of the month.

- (c) Maximum Accrual: Employees working a 40 hour schedule may not accrue more than nine hundred sixty (960) hours; provided, employees whose sick leave accrual exceeds 960 hours will receive payment for the amount over 960 hours at the rate of twenty-five percent (25%) of the employee's accumulated sick leave hours.

9.2 Conditions under which an employee is to be paid sick leave are the following:

- (a) While the employee personally is mentally or physically disabled because of an illness (including pregnancy and childbirth), injury or temporary disability.
- (b) Doctor, dental or optical appointments for the employee or a member of his/her immediate family
- (c) To care for an immediate family member with an illness, injury, or health condition. "Immediate family" includes person related by blood, marriage, or legal adoption and domestic partners as defined in Article 2.3.
- (d) An employee may use accrued sick leave to care for specified family members to the extent required by the Washington Family Care Act, CH. 49.12 RCW and Title 296-130 WAC. Paid sick leave for illness in the family may not exceed the employee's accumulated sick leave eligibility, without the Employer's approval. In accordance with the Washington Care Act, an employee may use sick leave for children (under 18 or over 18 and disabled, foster children, step children and those for whom the employee stands in loco parentis with a serious health condition that requires treatment or supervision and spouses, parents, parents-in-law, or grandparents with a serious health condition or an emergency condition.
- (e) Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons.

9.3 Advance Notice Requirements

- (a) If an Employee's health-related absence is foreseeable, the Employee must provide notice to his or her supervisor or a regular supervisor at least ten (10) days, or as early as possible, before the

first day of sick leave is to be used. Whenever possible, notification should include the expected duration of the absence for which sick leave is to be used.

- (b) If an Employee's health-related absence is unforeseeable, the Employee must contact his or her supervisor or a regular supervisor as soon as possible.
- (c) If the need for paid sick leave is unforeseeable, and arises before the required start of the Employee's shift, notice should be provided no later than one (1) hour before the Employee's required start time.
- (d) In the event it is not possible to provide notice of an unforeseeable absence, a person, on the employee's behalf, may provide such notice.
- (e) Whenever possible, the notification should include the expected duration of the absence.
- (f) Where the need for use of sick leave for qualifying domestic violence, sexual assault or stalking reasons is foreseeable, the Employee must provide give advance oral or written notice to his or her supervisor as soon as possible.
- (g) Where the need for use of sick leave for qualifying domestic violence, sexual assault or stalking reasons is not foreseeable, i.e., in emergent or unforeseen circumstances, the Employee or a designee must give oral or written notice to the Employee's supervisor no later than the end of the first day that the Employee takes such leave.

Verification Requirements

If an Employee is seeking to use or has used sick leave for any of the above health-related authorized uses for more than three (3) consecutive workdays, he or she may be required to provide verification that establishes or confirms that the use of sick leave is for an authorized purpose.

When an Employee or the Employee's immediate family is sick for more than three (3) consecutive days for which he or she would otherwise be required to work, acceptable verification will typically be in the form of a doctor's note or a signed statement by a health care provider, indicating that the use of sick leave is necessary to take care of the Employee or the Employee's immediate family. (In exceptional circumstances where the Employee can demonstrate that the doctor's note requirement will impose an undue burden or expense on the Employee, a written or oral statement from the Employee indicating that the use of sick leave is necessary to take care of themselves or immediate family will be deemed acceptable verification.)

In all cases when verification is required, sick leave will be paid no later than the regular payday for the pay period during which verification is provided by the Employee to the Health District.

9.4 Employees who cease their employment because of retirement or death of the employee shall be compensated for all of their unused sick leave eligibility subjected to the following limitations:

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

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

9.5 Any employee who separates for any reason other than retirement or death of the employee shall not be paid for accrued sick leave eligibility. (This does not preclude full payment of accrued sick leave during an employee's *bona fide* disability which ends in separation.)

If an Employee leaves employment and is rehired within 12 months of separation, any accrued, unused sick leave will be reinstated to the employees paid sick leave balance.

If an Employee is rehired within 12 months of separation, the Employee will not be required to wait another 30 days to use the accrued sick leave if the

Employee met that requirement during the previous period of employment. If an employee did not meet the 30-day requirement for the use of sick leave prior to separation, the previous period of time the employee worked will count towards the 30-day waiting period for use of accrued sick leave.

- 9.6 Employees who have retired and are subsequently re-employed are not entitled to any cash sick leave payoff of subsequent death or retirement, except for that sick leave eligibility accrued during the most recent unbroken period of employment.
- 9.7 Per Washington State Resolution 1433, an employee that has resigned from the Health District and thus is not eligible to cash out their sick leave, and returns within a year of the date of the resignation, may have the accrued sick balance reinstated.
- 9.8 Sick leave will continue to accrue during paid leaves of absence.
- 9.9 Employees may elect to transfer sick leave days to a co-worker who suffers (or for the co-workers immediate family member as defined by Section 2.3 who suffers) an extraordinary serious illness or injury. However, leave may only be transferred if the co-worker who is receiving the sick leave day has exhausted his/her sick leave, personal leave, and annual leave and has been on unpaid status for a minimum of 40 hours before they will be permitted to receive donated sick leave from a colleague. Provided, however, that the Employer is notified in writing, signed by the transferor, and that such transfer is approved by the Employer. The Employer may consider other requests from the employees as needed.
- 9.10 Consistent with Washington's Paid Sick Leave Law, no Employee will be retaliated against for using sick leave for authorized purposes.

ARTICLE X LAYOFF AND RECALL

- 10.1 The Employer will lay off in an inverse order of seniority within a classification series.
- 10.2 An employee to be laid off who has seniority and has worked in a lower classification may replace the least senior employee in that classification provided he/she can meet the qualifications for the job. All employees who

replace a less senior employee shall be placed on a three (3) month trial period. Employees retain all union rights during this trail period.

- 10.3 Employees laid off shall be given preference in filling any vacancies within his/her classification series (or any other classification for which he/she is qualified) and accumulated seniority shall be restored to an employee recalled from lay off.
- 10.4 To the extent possible, the Employer will give concurrent thirty-day notice to employees to be laid off and to the Union. Notice to the Union will include the names, job classifications, and seniority of those employees to be laid off.
- 10.5 No new employees shall be hired by the Employer until all available employees placed on layoff have been offered re-employment, provided that the layoff period does not exceed one year and that the employee keeps the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by certified mail to the employee. An employee so notified must indicate acceptance within ten (10) days of notice of the offer or forfeit all re-employment rights under this Article.
- 10.6 Benefits shall not accrue during the period an employee is on lay-off. Employees recalled, and who accept the recall within one (1) year from the date of the lay-off, shall have previously accrued seniority and sick leave prior to lay-off restored.
- 10.7 Employees laid off under the provisions of this Article shall receive accumulated leave and comp-time as severance pay. Such payment shall be made in the next regular pay period.
- 10.8 When the patient load falls so that regular staffing is not needed ("low census") the Employer shall first ask for volunteers from within the affected area to take time off work. If enough volunteers cannot be found, the Employer will reduce staffing in the following orders:
 - (1) Eliminate overtime, whenever practical.
 - (2) Eliminate use of intermittent staff, whenever practical.
 - (3) Regular employees will rotate equitably, starting with the least senior employee in the affected work area.

An employee taking a low census day off must use accumulated comp time before choosing unpaid leave. Upon request from an affected employee, the supervisor will attempt to locate work (including indirect service) in another area.

ARTICLE XI INSURANCE PROGRAMS

- 11.1 The Employer will provide and maintain a program of medical services.
- 11.2 The Employer will provide group health insurance (medical, dental, vision and life coverage). The employer will cover at least one plan under the Public Employees Benefits Board ("PEBB"), at the prevailing premium with no loss in coverage or increased cost that is within the control of Employer for the duration of this Agreement. This benefit will at least match or exceed the coverage as provided to the other bargaining units at the Yakima Health District.

For calendar year 2018- 2020 the Employer contribution toward group medical, dental, vision and life coverage shall be as follows:

Effective January 1, 2018, the Health District will pay insurance coverage, on the behalf of the employee, up to the amount of the cost of the Kaiser Permanente Classic plan, not to exceed \$1,000 for the duration of the current contract. In 2018, the Health District will pay up to the premium of \$879 dollar per month. In addition, the Health District will contribute:

\$100 for child(ren) coverage
\$150 for spouse coverage
\$200 for full family

The total fees the District will contribute to health care coverage for the employee and his/her family will not exceed \$1,200 per month for the employee and family for the duration of the contract.

If the cost of the Kaiser Permanente Classic plan for employee only does exceed \$1000 during the duration of the contract, section 11.2 of this contract can be reopened for the purpose of the Employer and the Union to come to an agreement on what portion the Employer and Union will contribute.

The Health District will continue to offer health care coverage, medical, dental, vision, and life coverage under the Public Employees Benefits Board ("PEBB").

- 11.3 The Yakima Health District and Local 17, IFPTE, AFSCME Council 2, and District 1199 NW, SEIU, has formed a joint committee on health insurance, which commenced in June of 1995. The committee was formed with equal representation of both union and management. Each union shall appoint one (1) representative, and the Employer shall appoint three (3). The committee shall meet during regularly scheduled hours. A member of the committee who steps down for any reason shall be replaced by the same selection process.
- (a) The purpose of the committee shall be to study and become informed on health insurance programs, to assess programs; to identify real and perceived problems, and to make recommendations to the Employer, and the unions, on improving and enhancing the health insurance programs. These recommendations may include, but are not limited to: changes in insurance providers, maintaining costs and benefits at the current level, and education on preventive care and use of benefits. The committee shall address matters subject to collective bargaining, but shall not substitute for contractually-agreed upon bargaining.
- (b) To enable the committee to become knowledgeable, to make reasonable and objective recommendations for change, and to carry out its responsibilities, the Employer agrees to complete and open disclosure of information requested by the committee, and cooperation of Employer staff to assist the committee. This committee will meet in late September after PEBB has published its annual rate for the forthcoming year.
- 11.4 State Industrial Insurance will be provided. The Employer and employee will pay a portion of the premiums as established by the State Department of Labor and Industries for the employee's job classification.
- 11.5 The Employer agrees to maintain coverage under the Washington State Public Employees Retirement System, OASI, and Washington State Unemployment Insurance.

ARTICLE XII COMPENSATION

- 12.1 For calendar years 2018 through 2020, the annual COLA salary increase shall be equal to 80% of the change in Seattle CPI-U, as measured during the January to June of the year prior to the January distribution of following year, with a

minimum annual increase of 1.3% and no maximum annual increase. Revised salary schedules shall be provided to the Union and included as amendments to this Agreement for 2018, 2019, 2020. .

The employee's salary will be reduced by the amount of the employee's contributions to the State Retirement System and, to the extent authorized by the employee, his or her political action fund contribution, with such amounts being remitted by the Employer directly to the State and to the Union, respectively.

12.2 Effective with this Agreement, the Employer has established a 15step salary range which replaced the 19 step salary range identified in previous Agreement. This change was implemented in an effort to improve recruitment and retention of nursing staff. The new salary schedule is represented in Attachment A.

12.3 Employees shall normally advance to the next step on the salary scale on the first day of the month in which their anniversary date falls; provided, however, this provision shall not apply to persons (a) whose probation period extended or (b) who have taken more than fourteen consecutive calendar days leave without pay. "Anniversary," in this context, refers to the date of hire, except an employee hired at Step 1 usually moves to Step 2 after 6 months, so the date of movement to Step 2 becomes the anniversary date.

12.4 The Employer will make pay checks available before 5:00 p.m. on pay day at the employer's Yakima Office.

12.5 Shift Differential

(a) A shift differential of \$1.50 per hour shall be paid for work performed by an employee following the end of his or her established work day and continuing until 7:00 a.m., provided, that shift differential shall not apply to employees in "on-call" status. The parties understand and agree that differential pay shall not be available when an employee is allowed to perform work outside his or her established work hours in order to accommodate an employee's personal, non-routine need. Likewise, differential pay shall not be available for work performed under Article 12.10 innovative work schedules provision. Except in emergency situations, differential pay must be approved in advance by the supervisor.

(b) Weekend Differential - Employees who are scheduled to work specified hours of work on weekends (midnight Friday until midnight Sunday) shall be paid \$3.00 per hour premium, in addition to their regular pay. If the

weekend work in overtime (OT) for the specific employee he/she will be paid OT only, not both OT and premium pay.

12.6 Overtime

(a) Overtime is work in excess of forty (40) hours in one work week. Overtime compensation also known as “comp time” will be allowed for all bargaining unit employees at the rate of one and one-half times the employee’s basic rate of pay. Accumulated overtime may be taken as time off (comp time) within sixty (60) days from the date of accrual; otherwise, it will automatically be paid the following pay period.

(b) Holiday and paid leave shall be counted as “time worked” for the purpose of computing overtime.

12.7 Whenever an employee is required to leave her/his home to work outside his/her regular work schedule, he/she will be compensated at one and one-half times the regular hourly rate for time worked over 40.0 hours in a single week as applicable, for a minimum of two hours.

12.8 On Call

Nurses designated by management to be “on call” shall be paid \$2.75 per hour while in “on call” status. Whenever an employee is called back to work, he/she will be paid for the time worked in addition to the “on-call” pay.

12.9 Out-of-Class

Employees working more than five (5) consecutive days in a higher classification will receive the higher pay for all hours worked in that position. (Under fill refers to an employee who does not meet the minimum qualifications for the job but who is hired because of apparent ability to do the work.)

12.10 In those instances when a PHN I provides services to clients but does not assume the full responsibility for managing all aspects of a health program that is customarily managed by the PHN II, the PHN I is not eligible for out-of-class pay.

12.11 Employees appointed in an underfill capacity will receive full pay when they fulfill all qualifications for the position. (“Underfill” refers to an employee who does not

meet the minimum qualifications for the job but who is hired because of apparent ability to do the work.)

12.12 The Employer and the employees mutually recognize the benefit innovative work schedules may have on recruitment and retention of qualified employees. Agreements to work innovative work schedules shall be a mutual written agreement between the employee and the Employer, signed by the parties, with a copy sent to the Union.

12.13 Transportation

(a) The Employer agrees to provide transportation or to reimburse employees for use of their own automobile on the Employer's business.

(b) Employer vehicles will be assigned daily according to estimated mileage to be driven, with priority being given to employees who intend to drive the farthest. Vouchers supporting requested mileage reimbursement should be submitted by the employee to the business office, at least monthly.

(c) Car reimbursement shall be paid at the per mile rate approved by the IRS, prospectively, from the date the change is published by the IRS, to employees who drive their own private vehicle on Employer's business.

(d) The Employer has arranged 24 hour a day, 7 day a week roadside and towing service for members of the bargaining unit. Employees whose automobile breaks down in the scope of employment may call the towing service at any time and that expense will be paid by the Employer.

ARTICLE XIII DISCIPLINE

13.1 Employees covered by this Agreement may be discharged or disciplined only for just cause.

13.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. To the greatest practical extent, the Employer agrees to follow the same basic process in handling concerns about an employee's work, i.e.: (a) advise the employee specifically, in detail, of the basis of concern; (b) allow the employee ample opportunity to respond; and (c) attempt

to reach agreement to resolve the problem. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize.

- 13.3 In cases of suspension or discharge the specific charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than (1) working day after the action became or become effective. An employee may be suspended for just cause pending discharge action.

ARTICLE XIV GRIEVANCE PROCEDURE

- 14.1 A “grievance” is hereby defined as an alleged violation of the terms of this Agreement by the Employer. Grievances shall be governed by the following procedures:

- 14.2 STEP ONE: Prior to any formal grievance action, the employee (s) and supervisor will attempt to resolve the problem. A union delegate may be present if requested by the employee.

- 14.3 STEP TWO: If Step One fails to resolve the problem, the employee (s) shall notify their delegate and/or bargaining representative and request the filing of a “Notice of Grievance,” and signed by the aggrieved 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 Employer or Union is requested to make.

(c) The Article(s) of this Agreement alleged to have been violated.

(1) Any employee “Notice of Grievance” must be presented to the Employer in writing within fourteen (14) working days after failure of Step One. The Employer will take appropriate action to review the merits of the grievance and issue a written decision to grievant and delegate/bargaining representative within seven days of the “Notice of Grievance.”

(2) Extension of time to complete Step Two may be accomplished by mutual agreement.

14.4 STEP THREE: In the event that any dispute under this Article shall not be settled as provided in Step Two, then Step Three may be accomplished by mutual agreement.

- (a) The party dissatisfied with the proposed settlement of the grievance may, within seven (7) working days after failure to adjust the grievance, serve upon the other party a written demand for mediation. The selection of a mediator shall be by one of the following means:
- (b) The parties shall attempt to select an impartial mediator by mutual agreement, or
- (c) If the parties cannot select a mediator by agreement within fourteen (14) working days, 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 mediator.
- (d) Both the Employer and the Union shall have the right to strike one name from the panel of names submitted. The party requesting the mediation shall strike the first name; the other party shall then strike the second name. The remaining person shall be the mediator.
- (e) The mediator shall commence hearing within fourteen (14) working days, or as soon as possible thereafter, and shall render a decision in writing within thirty (30) days after conclusion of testimony and argument.
- (f) Expenses for the mediator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses.
- (g) The mediator shall have the right to determine the rules and procedure of the conduct of the hearing; provided, however, the function of the mediator to hear the matter in dispute between the parties shall be limited to recommending a plan for reconciliation. The mediator will not have the power to destroy, change, add to or delete from the terms of the Agreement.

14.5 STEP FOUR: If the grievance is not settled by mediation, either the Employer or the Union may submit the issue in writing to arbitration within ten (10) days following the end of mediation.

(a) The parties shall attempt to agree upon a single arbitrator to hear and decide the matter; however, if that is not possible, each side shall identify one arbitrator and those two shall select a third. The three arbitrators shall sit as a panel to hear the grievance.

(b) The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of the Agreement as he/she may apply to the specific facts of the issue or dispute. The provisions of paragraph's 14.4 (e) and (g) shall also apply to the arbitration. The party not prevailing at arbitration shall pay all attorney's fees and costs of both parties. Whether a party is "prevailing" shall be determined by the arbitrator.

ARTICLE XV TERM

15.1 This Agreement shall be effective January 1, 2018 to December 31, 2020. Each year through the duration of the agreement beginning in September of 2018, management and the union will meet to discuss the status of healthcare and re-open this Agreement specific to increased costs of health care.

ARTICLE XVI SAVINGS; MISCELLANEOUS

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

SIGNATURE PAGE

DATED this 31st date of May, 2018

SEIU Healthcare 1199 NW

YAKIMA COUNTY HEALTH DISTRICT



Diane Sosne, RN, President



Andre Fresco, Executive Director



David Miller, RN



Sara Routt, SEIU Chief Negotiator

**Exhibit A - Salary Schedule
Starts 2018**

Reflects 1.3% Cost of Living Increase					
Public Health Nurse 1 (Range 1)			Public Health Nurse II (Range 3)		
Step/Year	Hourly	Monthly	Step/Year	Hourly	Monthly
Base	26.16	4,534.61	Base	26.95	4,671.98
1	26.95	4,670.65	1	27.76	4,812.14
2	27.75	4,810.77	2	28.60	4,956.51
3	28.59	4,955.09	3	29.45	5,105.20
4	29.44	5,103.74	4	30.34	5,258.36
5	30.33	5,256.85	5	31.25	5,416.11
6	31.24	5,414.56	6	32.18	5,578.59
7	32.17	5,577.00	7	33.15	5,745.95
8	33.14	5,744.31	8	34.14	5,918.33
9	34.13	5,916.64	9	35.17	6,095.88
10	35.16	6,094.14	10	36.22	6,278.76
11	36.21	6,276.96	11	37.31	6,467.12
12	37.30	6,465.27	12	38.43	6,661.13
13	38.42	6,659.23	13	39.58	6,860.97
14	39.57	6,859.00	14	40.77	7,066.79
15	40.76	7,064.77	15	41.99	7,278.80
16	41.98	7,276.72	16	43.25	7,497.16
17	43.24	7,495.02	17	44.55	7,722.08

added 2.5%					
Public Health Nurse 1 (Range 1)			Public Health Nurse II (Range 3)		
Step/Year	Hourly	Monthly	Step/Year	Hourly	Monthly
Base	26.82	4,647.97	Base	27.63	4,788.78
1	27.62	4,787.41	1	28.46	4,932.45
2	28.45	4,931.04	2	29.31	5,080.42
3	29.30	5,078.97	3	30.19	5,232.83
4	30.18	5,231.34	4	31.10	5,389.82
5	31.09	5,388.28	5	32.03	5,551.51
6	32.02	5,549.92	6	32.99	5,718.06
7	32.98	5,716.42	7	33.98	5,889.60
8	33.97	5,887.91	8	35.00	6,066.29
9	34.99	6,064.55	9	36.05	6,248.28
10	36.04	6,246.49	10	37.13	6,435.72
11	37.12	6,433.88	11	38.24	6,628.80
12	38.23	6,626.90	12	39.39	6,827.66
13	39.38	6,825.71	13	40.57	7,032.49
14	40.56	7,030.48	14	41.79	7,243.46
15	41.78	7,241.39	15	43.04	7,460.77
16	43.03	7,458.63	16	44.33	7,684.59
17	44.32	7,682.39	17	45.66	7,915.13