

**Memorandum of Understanding
Snohomish Health District
and
PROTEC17, Allied Professional Health Unit (APHU)
Representation of Emergency Management Specialist (EMS) Employees**

The purpose of this Memorandum of Understanding (MOU) between Snohomish Health District (the District) and PROTEC17, Allied Professional Health Unit, is to memorialize an agreement between the parties concerning PROTEC17's representation of Emergency Management Specialist employees in the existing APHU bargaining unit.

Background

1. On December 6, 2019, PROTEC17 notified the District that the 3 employees working in the Public Health Emergency Preparedness & Responses program wanted to join the union.
2. The parties met on December 10, 2019 and have agreed to this MOU to add the 3 positions into the bargaining unit.

Terms and Conditions

1. Effective the signed date of this MOU, the Emergency Management Specialists will join the APHU bargaining unit and become represented by PROTEC17. This classification are currently occupied by the following employees: (1) Therese Quinn, (2) Samara Heydon, and (3) Krystofer Hernandez.
2. Addendum A to the parties' 2018-2020 collective bargaining agreement will be amended to include the current classifications, ranges, steps, and rates of pay for the EMS employees described above. Rates of pay shall be the actual base monthly salaries currently paid by the District to the individual EMS employees.
3. The EMS employees added to the APHU PROTEC17 bargaining unit shall have the payment of their health insurance premiums governed by Article 8.3 of the parties' 2018-2020 collective bargaining agreement.
4. All terms and conditions stated in the parties' 2018-2020 collective bargaining agreement shall apply to the EMS employees, with the following exceptions and modifications:
 - a. Article 3.7 – Contract Distribution: Within a reasonable timeframe following the execution of this MOU, the District will provide the EMS employees copies of both this MOU and the parties' 2018-2020 collective bargaining agreement.
 - b. Article 14.3 – Reduction-in-Force: In accordance with the terms of Article 14.3, the District may layoff employees based on lack of work or other legitimate reasons. In the event the District determines the need to layoff EMS employees, it has the discretion to determine the EMS employees and EMS classifications subject to layoff. In the event of a layoff, all employees have bumping rights pursuant to

Article 14.3.5, however, non-EMS employees of PROTEC17 may not bump into EMS classifications, or vice versa.

- c. Article 10 – Hours of Work – On-Call Status: The parties recognize responsiveness and on-call status is a customary and vital job duty performed by EMS employees. The District retains discretion to require on-call and after-hours duties as reasonably necessary to respond to public health emergencies, including weekend and evening service. Unless otherwise required by law, no additional overtime or premium pay will be paid to EMS employees for remaining on-call to respond to emergency situations.
- d. Retroactive Wages and Benefits: Any increase in compensation or benefits made available to EMS employees based on their inclusion in the PROTEC17 APHU bargaining unit shall not apply retroactively.

Duration of MOU

This MOU does not have an expiration date and shall continue in full force and effect until otherwise modified by the parties.

SNOHOMISH HEALTH DISTRICT

Date Signed _____

By: _____

PROTEC17, APHU UNIT

Date Signed _____

By: _____