

AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

**PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 17 (ALLIED HEALTH UNIT)**

January 1, 2023 through December 31, 2023

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Recognition:

Effective January 1, 2023, the County recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time employees employed in the Classifications which are listed in Addendum A. The bargaining unit shall include all regular and trial service employees holding one of the following position classifications: Lead Epidemiologist, Epidemiologist II, Epidemiologist I, Behavioral Health Specialist, Lead Disease Intervention Specialist, Disease Intervention Specialist, Healthy Community Specialist, Health Educator, Nutritionist, Vaccine Coordinator, HEDS, Outreach Worker and Emergency Management Specialists. In addition, members currently represented by the Union under the COVID-19 Emergency – Case and Contact Investigations Memorandum of Understanding attached as Appendix B will continue to be represented by the Union under this Agreement, beginning January 1, 2023.

Insurance Benefits:

All employees in the bargaining unit will be eligible for County provided medical, dental and vision with coverage effective January 1, 2023.

Medical - Employee medical premiums are paid in the pay periods of the month prior to coverage. To minimize the impact on employees, the new Health Department will pay the employee premiums for January coverage. Effective January 1, 2023 employee premium contributions shall be the following amounts:

<u>Regence Plan A</u>	<u>Employee pays per Month</u>
Employee only	\$38.00
Employee/Spouse	\$87.00
Employee/Child(ren)	\$66.00
Employee/Family	\$114.00

<u>Regence Plan B</u>	<u>Employee pays per Month</u>
Employee only	\$45.00
Employee/Spouse	\$108.00
Employee/Child(ren)	\$77.00
Employee/Family	\$140.00

<u>Kaiser Permanente CORE HMO</u>	<u>Employee pays per Month</u>
Employee Only	\$00.00
Employee and Spouse	\$00.00
Employee and Children	\$00.00
Employee and Family	\$00.00

The Employer’s premium contribution for regular, part-time employees will be to pro-rate the premium contribution on an FTE basis for newly hired, regular part-time employees working less than thirty-five (35) hours per week.

The County will determine the percentage increase or decrease in the overall composite rates for the April 1, 2023 and succeeding plan years using its current calculation methodology of aggregating Regence Plan A, Regence Plan B, Regence PPO, and Regence Selections (all Regence County employees other than Regence LEOFF), and separately aggregating Kaiser Permanente

populations. The percentage changes in the composite rates (increase or decrease) by carrier will be applied to change tiered rates. Then 80% of the dollar change in tiered rates will be applied to the County contribution and 20% to the employee contribution. This calculation shall establish the contribution rates for the coming plan year unless the calculation would result in the employee contribution to any tiered rate falling below \$0, in which case the employee contribution for that tiered rate will be \$0 and the employer contribution will be the tiered rate for the plan year.

Dental Insurance - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the County's present Dental Insurance Programs for each employee and his/her dependents.

Vision Care - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the County's present Vision Care Insurance program for each employee and his/her dependents.

Disability Insurance - The Employer shall pay the premiums for this program in full for all regular full-time and regular part-time employees.

Life Insurance - The Employer shall provide a life insurance benefit for employees in the bargaining unit in the amount of forty thousand dollars (\$40,000) (term face value), and shall provide an additional forty thousand dollars (\$40,000) for accidental death, provided the death occurs within the time limits specified in the policy.

Wages:

All employees in the bargaining unit will remain in their current job descriptions in the current pay range (grade) identified in Appendix A. Employees service credits will be converted to continuous service dates and step increase dates. Employees who are not at the top step of their pay range (grade), will continue to get step increases on their current step increase date. Continuous service dates and step increase dates are the first of the month for dates that fall between the first and 15th of that month and the first of the following month for dates that fall between the 16th and end of the month. New hires who have been promised a six (6) month step increase will receive that step increase and that date will become the employees step increase date. Continuous service dates and step increase dates, once established, shall not be changed due to subsequent reclassification, promotion or demotion, but will be adjusted for any leave without pay or layoff period of ninety calendar days or more.

Longevity:

Additional payment for longevity will be made to eligible employees according to the following schedule (employees converted continuous service date as discussed above, will be used for determining longevity rates):

- Additional payment of \$30.00 per month after completion of 10 years of continuous full-time service.
- Additional payment of \$30.00 per month (or a total of \$60.00 per month) after completion of 15 years of continuous full-time service.

- Additional payment of \$30.00 per month (or a total of \$90.00 per month) after completion of 20 years of continuous full-time service.
- Additional payment of \$30.00 per month (or a total of \$120.00 per month) after completion of 25 years of continuous full-time service).

Bilingual Premium Pay:

Employees who demonstrate, to the satisfaction of the County, the ability to communicate in a foreign language will be eligible to receive an addition to their base salary of fifty (\$50) per month as premium pay. Employees who are certified interpreters in a foreign language by the Department of Health and Human Services will be eligible to receive an addition to their base salary of one hundred (\$100) per month as premium pay. The premiums in this Section will only be paid to those employees assigned to a position for which their particular language skills are a preferred qualification, as determined by the County.

Leave Accruals:

All employees will be able to bring their existing sick leave and vacation accruals as of December 31, 2022 to the County. Employees converted continuous service date as discussed above, will be used for determining accrual rates.

VACATION LEAVE ACCRUAL SCHEDULE FOR FULL-TIME REGULAR EMPLOYEE (1.0 F.T.E.)

<u>Length of continuous service (Years)</u>	<u>Monthly accrual (hours)</u>	<u>Annual accrual (hours)</u>
Date of employment to end of 1 st year	8	96
Beginning of 2nd year to end of 2nd year	8.6667	104
Beginning of 3rd year to end of 5th year	10	120
Beginning of 6th year to end of 9th year	12	144
Beginning of 10th year to end of 11th year	14	168
Beginning of 12th year to end of 13th year	14.6667	176
Beginning of 14th year to end of 15th year	15.3333	184
Beginning of 16th year to end of 17th year	16	192
Beginning of 18th year to end of 21st year	16.6667	200
Beginning of 22nd year and thereafter	20	240

A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

The Health District's annual cap of 320 hours shall carry over to this bargaining unit as well. This cap will become a year-end cap (excluding December accruals), but also applies to cash-out upon separation.

Sick Leave - For the purpose of calculating sick leave accruals, the regular full-time (1.0 F.T.E.) employee shall be credited with eight (8) hours of sick leave per month. Employees who are in paid status less than a full calendar month shall have their sick leave accrual adjusted on a pro rata basis in the same percentage as the employee's actual hours worked or in paid status as related to forty (40) hours per week. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employee's actual hours worked compared to the available hours to work in the month if on a forty (40) hours per week schedule.

1. Sick leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
2. A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

**Note – The County calculates what portion of sick leave accruals are Washington State Paid Sick Leave and put these in a separate leave "bucket" that is used first when employees use sick leave.*

Sick Leave Cash-out:

Accumulated sick leave upon termination under favorable circumstances will be paid according to the schedule below (years of service based on converted continuous service date as discussed above):

For employees hired prior to January 1, 2015:

- A. Employment through six (6) years of service: no payment of any portion of accumulated sick leave upon termination.
- B. Employment with seven (7) years of service through fourteen (14) years of service credits: twenty-five percent (25%) of accumulated sick leave upon termination.
- C. Employment with fifteen (15) years of service or more: fifty percent (50%) payment of accumulated sick leave upon termination.

For employees hired on or after January 1, 2015:

- A. **Base Cash Payment Upon Separation.** Upon separation from County employment, the employee shall be paid a lump sum payment from accrued sick leave reserves in the Sick Leave Account up to and including the maximum amount specified in the following schedule. This payment shall be made at the employee's then current pay rate:

<u>Length of Classified Service</u>	<u>Maximum Number of Days Paid</u>	<u>Maximum Number of Hours Paid</u>
Date of Employment through the 5th year	0	0
Date of 5th Anniversary through the 10th years	5	40
Date of 10th Anniversary through 15th year	10	80
Date of 15th Anniversary through the 20th year	15	120
Date of 20th Anniversary and thereafter	24	192

- B. **Additional Cash Payment Upon Termination.** Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) years of age shall be paid a lump sum payment of ten percent (10%) of accrued sick leave remaining in the Sick Leave Account after the base cash payment made pursuant to subsection A of this section. This payment shall be made at the employee's then current pay rate.
- C. **Retiree Medical Insurance.** For employees eligible to receive a Washington State or Washington Municipal retirement benefit immediately following separation from employment, the Employer will pay one month of the total premium of the county's retiree medical insurance program for the retiree and spouse for each one-hundred (100) hours of unused sick leave in excess of sick leave cashed out pursuant to subsections A and B of this section to a maximum of twelve (12) months of premium payments. Upon the death of an enrolled retiree, a surviving spouse/registered domestic partner who has been enrolled in the county retiree medical plan shall be offered COBRA retiree medical coverage, at their own expense, as required by law.

Sick Leave Payment/Employee Death:

Upon death of an employee, payment of one hundred percent (100%) of accumulated sick leave will be made to the heirs or estate of the employee.

Floating Holidays:

Existing employees in the bargaining unit at the time of transition to the County shall be eligible for three (3) floating holidays. Existing employees in the bargaining unit at the time of transition to the County in the position of vaccine coordinator shall continue to receive five (5) floating holidays. Employees hired into the new Health Department on or after January 1, 2023, shall be eligible for two (2) floating holidays. Floating holidays shall not be eligible for use until January 16th of the year earned and are noncumulative and not compensatory upon termination.

Bereavement Leave:

Upon notification, a Department Head shall grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The maximum number of working days leave shall be three (3), except that when the occurrence is at a distance beyond 300 miles, additional time not exceeding four (4) additional working days may be granted to attend the funeral and to make necessary arrangements. If the employee is the personal representative or is the trustee of the estate of the deceased, the Department Head shall grant an additional three (3) days of bereavement leave and the employee may also, upon notification to the Supervisor, use two (2) days of sick leave.

The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;
- D. Any relative living in the immediate household of the employee; or
- E. In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official or department head upon request.

Compensatory Time:

Employees will be allowed to carry over compensatory time that they have accrued at the Health District to the County. Supervisors may grant employees' requests for compensatory time off in lieu of pay, up to a maximum of two hundred and forty (240) hours. Upon mutual agreement, hours within the work week may be flexed to reduce the occurrence of overtime for Fair Labor Standards Act (FLSA) non-exempt employees.

Licensure/Certification:

The County will reimburse employees for the cost of licensure and certification for any license/certification required by the County for the position. The County will make available at its expense the opportunity for employees who hold required licenses or certifications to obtain required continuing education for those licenses or certifications. This benefit will be prorated for those working less than full-time.

Field Staff Vehicles:

Personnel performing field duties shall not be regularly required to drive personally-owned vehicles for County business. The County agrees to provide vehicles for the purpose of conducting County business to employees who are regularly assigned to field duties. Vehicles so provided shall be maintained in a safe condition. Employees residing more than ten (10) miles from a Snohomish County boundary may apply for a waiver according to Snohomish County's Equipment Use Policy to allow for take home privileges.

Probationary Periods:

All employees in the bargaining unit who have completed their initial or promotional six (6) month trial service period with the District shall be considered to have completed their probationary period or trial service period with the County. Any employees who have yet to complete their initial or promotional six (6) month trial service period will still be subject to completing that period. If a promotion is rescinded during the period of trial service, the employee shall be given the right to resume the previous position and to receive the salary, which would have been reached by that time, had the promotion not occurred. Such employee's step-increase date will be reestablished as though the promotion had not occurred. The employee will not lose any benefit during a promotional trial service period except that such employee will not have the right to appeal a rescission of the promotional appointment during the promotional trial service period.

Disciplinary Actions:

The parties agree that in general, discipline shall be corrective and progressive in nature, while recognizing that exceptions are sometimes necessary. Disciplinary action may include oral warning, written reprimand, suspension, demotion, any combination of these, or discharge. The County shall tailor discipline to respond to the nature and severity of the offense, and the employee's prior disciplinary record.

Documentation of disciplinary action at the oral warning or written reprimand level of discipline will be removed from the employee's personnel file after three (3) years or as otherwise agreed to by the parties, provided there are no further similar occurrences in the intervening period.

All disciplinary actions for employees who have successfully completed their initial trial service period shall be for just cause. An employee serving an initial trial service period may be subject to any of the above disciplinary actions or termination without notice of cause or right of appeal, provided that such employee be given a minimum of one (1) day advance notice prior to the discipline taking effect. An employee serving a promotional trial service period may be returned to the previously held position without a right of appeal.

Reduction in Force:

The County may layoff employees as made necessary due to lack of work or other legitimate reasons.

An approved leave of absence does not prevent an employee from being subject to reduction-in-force.

Prior to layoff of any regular employee, the County will provide thirty (30) days written notice to the employee affected and to the bargaining representative. During such period the bargaining representative may offer proposals regarding alternatives to such layoff which will be duly considered by the County. If the employee to be laid off is an initial trial service employee, the above timeline will not apply and the County will be required to give the employee a minimum of one (1) day advance notice.

In the event the County determines that a layoff in a particular position classification is necessary, the employee with the least amount of classification seniority will be laid off, unless the least senior employee possesses a foreign language skill (and is receiving the County's language premium) necessary to continue County operations, in which case the least senior employee in the classification without the foreign language skill will be laid off. An employee affected by a layoff will be offered the following options, and will be given two (2) business days following notice to choose among available options:

- a) Layoff. Employees may elect to accept a layoff despite having seniority rights to another position.
- b) Voluntary Demotion Within a Classification Series. An employee may request a voluntary demotion in lieu of a reduction in force to a vacant position in the same classification series.
- c) Bumping Rights. An employee who has previously held a bargaining unit position in a position classification in the same or lower salary range may displace the employee with the least classification seniority in the prior classification if the employee doing the bumping has more combined seniority in their current and prior classifications than the employee in the previously held classification. An employee with multiple bumping options will be offered the option that allows the employee to best retain his/her income level.
- d) An employee changing classifications as per "b" or "c" above shall have his/her pay rate continued unchanged unless such pay rate exceeds the top step for the position classification, in which case the employee will be placed at the top step of the new range. Employees must accept the FTE of the position into which they are demoting or bumping.

Employees having regular status who have experienced demotion in lieu of layoff will be returned in order of seniority, to vacant positions in their previous classifications that are to be filled following their demotion in lieu of layoff.

No new employee shall be employed by the County to perform work in the bargaining unit from which employees have been laid off until all eligible laid off employees have been offered reemployment. In order for a laid off employee to be eligible for reemployment, such employee shall request the County to be placed on the layoff register. Such request shall be in writing and submitted to the County prior to the employee's date of layoff. Placement on the layoff register means the employee desires to consider return to employment with the County when an appropriate job is available. The procedure for reemployment shall be as follows:

- a) When a position with the County is open for employment and a person on the layoff register possesses the minimum qualifications for said position, the County shall notify the person of the employment opportunity. If there is more than one eligible laid off employee on the register, the County shall notify the laid off employee with the most seniority first.
- b) Notification of the employment opportunity by the County shall be by registered mail, said letter addressed to the laid off employee's last known address. It shall be the responsibility of each laid off employee listed on the register to keep the County informed of his/her current home address.
- c) The laid off employee shall respond to the County's notice within fifteen (15) calendar days (with the date of mailing of the letter by the County being counted as the first day). If the County does not receive a response within this time, the employment offer shall be considered void and withdrawn.
- d) In order to be eligible to accept the offered job, the laid off employee must be able to report for work not later than thirty (30) days after the mailing of the letter by the County.
- e) If the laid off employee rejects the first bona fide job offer, his/her name will be removed from the layoff register.
- f) Names on the layoff register shall be retained for a period of two (2) years for each laid off employee who requests to be placed on the register.

An employee returning from layoff pursuant to the procedure set forth in in this section shall not lose any seniority accrual or rights, including service time credited for the purpose of vacation accrual. Any unused or unpaid sick leave previously accrued shall be restored upon reemployment. The salary of the reemployed employee shall be established at the same step number the employee occupied at the time of layoff and the step-increase date shall be established in the future by the same number of months which existed to the employee's next step-increase date at the time of layoff. Laid off employees will not accrue seniority time during the layoff period.

Short-Term Emergency Furlough.

In the event the County is faced with the temporary shutdown of state or federal government and the associated temporary elimination of County funding, the County is authorized to implement short-term furloughs on an emergency basis, applicable to those employees affected by the funds being temporarily eliminated. In response to such an emergency, the County is authorized to implement temporary hours reductions or temporary furloughs of affected employees. Such temporary actions require a minimum of seven (7) calendar days' notice to affected employees and will last no longer than fourteen (14) calendar days. Affected employees will not have the option to displace other employees and will not be placed on a recall list. If temporarily-eliminated funding is restored in part, such that affected employees in a particular program who hold the same duties and are subject to the same funding source, can be restored in part, then recall shall be based on seniority on a per-program basis. Affected employees on a temporary furlough will continue to receive medical and other insurance benefits on the terms applicable immediately prior to the temporary hours reduction or furlough and will maintain the leave balances accrued at the time of the temporary hours reduction or furlough (i.e. leave balances will not be cashed out). Affected employees may elect to use accrued paid vacation leave during a temporary hours reduction or temporary furlough.

Deferred Compensation:

The Employer will contribute fifty cents (\$.50) for every dollar (\$1.00) contributed by the employee. The employer contribution will not exceed one percent (1%) of the employee's monthly base wage.

VEBA:

The County will maintain a Voluntary Employees' Benefit Association Medical Expense Plan ("VEBA Plan") during the term of this Agreement. The VEBA Plan shall be considered a post-employment VEBA Plan option, limited to eligible medical expenses after an employee's active employment at the County ends. Employees do not have access to VEBA Plan funding while employed at the County. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless the Union determines through a majority vote that it does not wish to participate in the VEBA Plan during that calendar year. The Union must notify the County by November 30th if it wishes to change the funding choice for the following year.

Grievance Procedure:

Grievance Defined - A "grievance" is hereby defined as an alleged violation of the terms of this Agreement by the County, an employee, or group of employees.

Grievance Procedure/Step One - Any employee or group of employees having a grievance shall present the grievance to the immediate supervisor within 21 calendar days of the occurrence of the grievance. The immediate supervisor shall be given 14 calendar days to resolve the problem.

Grievance Procedure/Step Two - If the grievance is not satisfactorily resolved by the immediate supervisor, the employee(s) shall present the grievance to the Division Head within 7 calendar days of the immediate supervisor's decision. The Division Head shall have 7 calendar days to issue a decision.

Grievance Procedure/Step Three - If Step One and Step Two fail to resolve the dispute, the employee or group of employees having the grievance shall notify the employee representative and the bargaining representative of the grievance. The bargaining representative shall prepare and present to the Health Department Director a written "Notice of Grievance", such notice to be signed by the complaining employee(s). The "Notice of Grievance" shall set forth, so far as may be applicable:

1. The nature of the grievance and the circumstances out of which it arose.
2. The remedy or correction the County is requested to make.
3. The section or section(s) of this Agreement relied upon or claimed to have been violated.

All grievances must be presented to the Health Department Director in writing within 14 calendar days after failure of Step Two.

The Health Department Director, or his/her designee, will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within 14 calendar days of receipt of the grievance.

Should either the Health Department Director, or his/her designee, or the bargaining representative desire extension of the time allocated for Step Three, such extension can be accomplished by mutual agreement.

Grievances Asserted by the County.

Grievances asserted by the County or the employee's bargaining representative shall be initiated at the Step Three level by the Health Department Director, or his/her designee, serving upon the bargaining representative a "Notice of Grievance" or the employee's bargaining representative serving upon the Health Department Director a "Notice of Grievance". The bargaining representative or the Health Department Director, or his/her designee, shall take appropriate action to review the merits of the grievance and issue a written decision to the other party within 14 calendar days of receipt of the grievance. Such time can be extended by mutual agreement.

Grievance Procedure/Arbitration - If the grievance is not settled in accordance with the foregoing procedure at Step 3, the Union or Employer, as the "moving party," may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within thirty (30) working days after receipt of the County's answer to Step 3. If the request for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.

- a) Upon receipt of the request for arbitration, the County and the Union shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the American Arbitration Association or PERC to submit a panel of nine (9) arbitrators for which the parties will use to select an arbitrator via the alternate strike procedure, specified below. If the moving party fails to make such a request from the AAA OR PERC within this time period, the moving party waves its right to pursue the grievance through the arbitration procedure.
- b) Upon receipt of the list of nine (9) arbitrators from the AAA or PERC, the County and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The moving party has the burden of timely initiating the alternate strike procedure, but in no event shall the parties fail to complete the alternate strike procedure within sixty (60) working days of the date the AAA or PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.
- c) When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of his/her selection by sending a joint letter from the parties requesting that he/she set a time and a place for hearing, subject to the availability of the County and Union representatives. If the moving party fails to send this notification to the arbitrator within thirty (30) working days of his/her

selection, the moving party waives its right to pursue the grievance through the arbitration procedure.

- d) Once an arbitrator is selected, he/she shall have jurisdiction over the hearing and any pre-hearing matters arising between the parties concerning the grievance at-issue, unless the parties mutually agree to rescind the appointment of the arbitrator. If the Union prevails, the County will pay the fee and expenses of the arbitrator. If the County prevails, the Union shall pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the County and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

Duration:

This agreement is effective January 1, 2023 through December 31, 2023. The parties further agree to commence negotiations for the succeeding collective bargaining agreement no later than September 1, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of December, 2022.

FOR THE UNION:

Karen Estevenin
Karen Estevenin (Jan 12, 2023 15:01 PST)

Karen Estevenin
Executive Director

Steven Pray
Steven Pray (Jan 12, 2023 14:12 PST)

Steven Pray
Union Representative

Alexis Young
Alexis Young (Jan 12, 2023 14:43 PST)

Alexis Young
Union Representative

Miyuki Blatt
Miyuki Blatt (Jan 12, 2023 16:22 PST)

Union Member

Hollianne Bruce
Hollianne Bruce (Jan 12, 2023 14:06 PST)

Union Member

COUNCIL USE ONLY	
Approved	<u>12/28/22</u>
ECAF #	<u>2022-1331</u>
MOT/ORD	<u>Motion 22-561</u>

FOR THE COUNTY:

Klein, Kenneth
Klein, Kenneth
2022.12.28 11:37:37
-08'00'

Dave Somers
Snohomish County Executive

Ken Klein
Executive Director

Megan Dunn
Megan Dunn
Council Chair

ATTEST:

Debbie Eco
Debbie Eco
Clerk of the Council

APPROVED AS TO FORM:

Steve Bladek
Digitally signed by Steve Bladek
Date: 2022.12.19 17:26:42 -08'00'

Deputy Prosecuting Attorney

Sprague, Rob
Digitally signed by Sprague, Rob
Date: 2023.01.05 14:37:38 -08'00'

Rob Sprague
Human Resources Deputy Director

Appendix A

Effective January 1, 2023, the salary ranges for classifications within the bargaining unit will be increased by five percent (5.0%) to the following:

2023 PROTEC17 Allied Professional Health Unit Salary Ranges - MONTHLY								
	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Epidemiologist	21	\$6,846	\$7,188	\$7,547	\$7,925	\$8,321	\$8,737	\$9,174
Epidemiologist II	20	\$6,519	\$6,846	\$7,188	\$7,547	\$7,925	\$8,321	\$8,737
<i>(no positions)</i>	19	\$6,210	\$6,519	\$6,846	\$7,188	\$7,547	\$7,925	\$8,321
<i>(no positions)</i>	18A	\$6,151	\$6,458	\$6,781	\$7,120	\$7,476	\$7,850	\$8,243
LEAD Disease Intervention Specialist	18	\$5,914	\$6,210	\$6,519	\$6,846	\$7,188	\$7,547	\$7,925
Epidemiologist I Healthy Community Specialist	17A	\$5,858	\$6,151	\$6,458	\$6,781	\$7,120	\$7,476	\$7,850
Behavioral Health Specialist Disease Intervention Specialist	17	\$5,632	\$5,914	\$6,210	\$6,519	\$6,846	\$7,188	\$7,547
Health Educator	16A	\$5,579	\$5,858	\$6,151	\$6,458	\$6,781	\$7,120	\$7,476
Emergency Management Specialist Nutritionist Vaccine Coordinator	16	\$5,364	\$5,632	\$5,914	\$6,210	\$6,519	\$6,846	\$7,188
<i>(no positions)</i>	15	\$5,108	\$5,364	\$5,632	\$5,914	\$6,210	\$6,519	\$6,846
<i>(no positions)</i>	14	\$4,866	\$5,108	\$5,364	\$5,632	\$5,914	\$6,210	\$6,519
<i>(no positions)</i>	13	\$4,634	\$4,866	\$5,108	\$5,364	\$5,632	\$5,914	\$6,210
Health Education Delivery Specialist	12	\$4,413	\$4,634	\$4,866	\$5,108	\$5,364	\$5,632	\$5,914
Outreach Worker	11	\$4,203	\$4,413	\$4,634	\$4,866	\$5,108	\$5,364	\$5,632

Employees in pay ranges with a top step annual salary of \$80,000 or less shall receive a lump sum payment of \$3,000, employees in pay grades with a top step annual salary between \$80,000 and \$120,000 shall receive a lump sum payment of \$2,000 and employees in pay grades with a top step annual salary of greater than \$120,000 shall receive a lump sum payment of \$1,000. To be eligible for a lump sum payment, employees must be employed on January 1, 2023. Part-time employees shall receive a pro-rated payment equivalent to their FTE percentage.

Appendix B

**Memorandum of Agreement
By and Between
Snohomish Health District (SHD)
And
Professional and Technical Employees, Local 17 (PROTEC17)
Contracts: Allied Health, Environmental Health, and Supervisors**

Subject: COVID-19 Emergency – Case and Contact Investigations

Purpose/Background:

The parties share a mutual interest in assuring the health and safety of community members in Snohomish County. The Department of Health has provided funding to Snohomish Health District through the COVID-19 Coordination response FFY19 Epidemiology and Laboratory capacity (ELC) Enhancing Detection Expansion (EDE) Local Health Jurisdiction (LHJ) and the FFY20 ELC EDE LHJ allocation. SHD is using these funds to respond to the COVID-19 pandemic for COVID-19 case and contact investigation by creating term limited positions.

In order to adequately staff COVID-19 case and contact investigation positions, SHD has employed case and contact investigators on a temporary basis and would like to shift them to term limited roles. This will allow SHD to provide these employees enhanced benefits to improve retention.

The purpose of this MOU is to memorialize the parties' agreements regarding the terms and conditions of employment for these term limited positions that will now be represented by PROTEC17.

Agreement:

1. The District hired COVID Disease Intervention Specialist (DIS) and COVID LEAD Disease Intervention Specialist to be the case and contact investigators for Snohomish County.
2. Through December 31, 2021, temporary COVID DIS and COVID LEAD DIS positions created using DOH funding will remain non-exempt, non-represented positions.
3. Effective January 1, 2022, temporary COVID DIS and COVID Lead DIS positions will become term-limited positions and will be represented by PROTEC17. The term-limited positions will have a known end date communicated on the individual employee's offer letter.
4. Term-limited COVID DIS and COVID Lead DIS employees will have no bumping rights to permanent DIS positions working in the Sexually Transmitted Disease (STD) programs, Human Immunodeficiency Viruses (HIV), Tuberculosis (TB) and Viral Hepatitis Outreach (VHO) programs.
5. Effective January 1, 2022, the term-limited COVID DIS and COVID Lead DIS employees will begin earning seniority, and will receive benefits, compensation and other terms and conditions of employment as provided by the PROTEC17/SHD Collective Bargaining Agreement (CBA).

6. Term-limited COVID DIS and COVID Lead DIS will be eligible to use accrued annual leave after completing six (6) months of continuous employment with the District, including periods worked while in a temporary employment status prior to January 1, 2021. Term-limited COVID DIS and COVID Lead DIS employees will not be eligible to cash out accrued vacation upon termination until the later of July 1, 2022, or the date on which they have accrued six (6) months of continuous employment.
7. If these term-limited COVID DIS and COVID Lead DIS employees apply and are selected for permanent positions, they will retain the seniority accrued in the term-limited positions.
8. Except as provided or limited by this MOU, the terms and conditions of the PROTEC17/SHD CBA will apply to those working in term-limited positions.

Duration of Agreement: This Agreement will become effective on the date that it is fully executed by the parties, and will remain in effect until December 31, 2022, unless otherwise continued by mutual agreement of the parties.

No Precedent. This MOU does not set a precedent with regard to any issues associated with the PROTEC17 bargaining units.

For Professional and Technical Employees, Local 17 (PROTEC17):

Steven Pray

Steven Pray (Dec 15, 2021 11:10 PST)

Steven Pray
Union Representative

Dec 15, 2021

Date

For Professional and Technical Employees, Local 17 (PROTEC17):

Karen Estevenin

Karen Estevenin (Dec 15, 2021 17:42 PST)

Karen Estevenin
Executive Director

Dec 15, 2021

Date

For Snohomish Health District (SHD):

Shawn Frederick

Shawn Frederick (Dec 15, 2021 05:57 PST)

Shawn Frederick
Administrative Officer

Dec 15, 2021

Date

Pamela Aguilar

Pamela Aguilar
Interim Deputy Administrative Officer

Dec 14, 2021

Date