Memorandum of Understanding Chelan Douglas Health District and

Professional and Technical Employees, Local 17

This is a Memorandum of Understanding ("MOU") between Chelan-Douglas Health District ("CDHD") and Professional and Technical Employees, Local 17 ("PROTEC17"). CDHD and PROTEC17 are currently operating under the Collective Bargaining Agreement that expired December 31, 2019 (the "CBA"). The CDHD and POROTEC17 agree as follows:

- 1. Negotiations previously anticipated to occur in the fall of 2020 shall be continued until March of 2021. Those negotiations will include consideration of 2022 cost of living adjustments ("COLA"), market adjustments, and possible revisions to the CBA language.
- 2. In accordance with the current CDHD personnel guidelines (7.2.7), the Administrator shall honor requests of employees covered by the CBA to carryover vacation hours in excess of the 240-hour cap if an employee covered by the CBA is unable to use their vacation hours because the employee has been involved in the CDHD response to the COVID-19 pandemic. The hours carried over shall be used in 2021.
- 3. In the event an employee covered by the CBA becomes unemployed by the District between October 1, 2020 and December 31, 2021 because the position held by the employee is eliminated by CDHD, any such employee who has accumulated vacation hours in excess of 240 hours and/or has any compensatory time hours accrued since March 5, 2020, shall be paid for all of their compensatory vacation hours and comp time hours accumulated.
- 4. CDHD will permit employees covered by the CBA to carryover to 2021 up to two personal holiday days, and those personal holiday days shall be used in 2021.
 - 5. The CBA shall be revised as follows:
- A. In the Preamble on page 1 of the CBA the phrase "International Federation of Professional and Technical Engineers, Local 17, AFL-CIO, hereafter referred to as Local 17", is deleted and is replaced with the phrase "Professional and Technical Employees, Local 17, hereafter referred to as PROTEC17 or Local 17."
- B. The beginning of the second sentence in Section 1.1 on page 1 of the CBA is revised to read as follows:

"Excluded from the bargaining unit are supervisory staff, casual and confidential employees, or employees otherwise excluded from membership by other sections of this agreement..."

- 6. To the extent any conflict exists between the provisions in Section 9.2 of the CBA concerning sick leave, and the provisions of Washington state law, the provisions of the CBA shall apply if they provide more benefit to the covered employees than do the state law provisions, but if a provision does not provide as much benefit as a state law provision, then the state law provision shall apply in any such instance.
 - 7. The CBA is extended through December 31, 2022.

Photocopies of signatures on this MOU shall be treated the same as original signatures for all purposes. This MOU shall be Effective on the latest date of approval set forth below.

APPROVED by PROTEC17 the 18 day of

Print name: <u>PAREN</u> ESTEVENIN

APPROVED by the Chelan-Douglas Health District the 2151 day of December 2020.

Print name: Day Siff

Print title: Commissioner - Chair