

## **MEMORANDUM OF UNDERSTANDING**

**By and between**

**Snohomish County**

**and**

**PROTEC 17 Representing  
the Allied Professional Health Unit**

This Memorandum of Understanding is by and between Snohomish County ("the County"); and PROTEC 17, representing the Allied Professional Health Unit ("APHU") regarding the manner in which on-call duties are scheduled and compensated for Epidemiologist II's and III's assigned these duties.

### **Background**

The County and PTE have negotiated a collective bargaining agreement effective January 1, 2023, through December 31, 2023 (the "Agreement"). This one-year agreement was the result of transitioning this bargaining unit from the Snohomish Health District ("the District") to the County. APHU has ratified this agreement and the Snohomish County Council is scheduled to approve this agreement on December 28, 2022.

During these accelerated negotiations, the parties did not address the on-call responsibilities affecting this bargaining unit.

The District (effective January 1, 2023 the Health Department) is required to maintain after-hours emergency phone contacts to receive reports of certain notifiable conditions that are reported outside of regular business hours. To ensure adequate coverage for this role the District incorporated WSNA-represented nurses from its Communicable Disease program into the rotation of persons responsible for maintaining on-call during off-duty hours to respond to immediately notifiable reports.

The parties agree that this coverage is an ongoing necessity and have agreed to the continue to following applications.

## **Agreement**

The District assigns on-call responsibilities on a weekly basis, but permits nurses and Epidemiologist II's and III's to trade those responsibilities for one (1) or more days provided that they adequately notify responsible managers of the trade. The weekly assignment of on-call responsibilities is from 5:00 p.m. Wednesday to 8:00 a.m. Wednesday. On-call weeks are subject to change based on program needs or when the on-call staff collectively desire to initiate a change for the on-call week. APHU-represented employees who are required to remain on-call during off-duty hours will receive a stipend of twenty-five dollars (\$25) per day, in addition to any pay earned for responding to calls as provided below.

The District may assign qualified Prevention Services Supervisors, the Assistant Director, and Epidemiologist II and III employees to on-call responsibilities, in rotation with the three (3) Communicable Disease Public Health nurses represented by WSNA.

Should a vacancy or extended leave of absence occur among on-call staff specified above, the on-call rotation responsibilities will be scheduled among the remaining staff.

Unless otherwise agreed or necessitated by emergency or another on-call employee's absence, assigned on-call shifts will be one (1) week blocks. Employees assigned to remain on-call during off-duty hours will report as hours worked all time spent responding to work-related calls that occur on a day/evening when they are on-call, and will receive a minimum of one-half (1/2) hour of compensation for each day on which they receive one (1) or more such call. For example, an employee will receive thirty minutes (30) of compensation for one (1) call, or multiple calls occurring on the same day, that collectively total thirty (30) minutes or less of work; he/she will receive compensation for actual time worked for one (1) call, or multiple calls, that total more than thirty (30) minutes of work. However, in no instance will an employee record fewer than ten (10) minutes of work for each call made or received (thus, if an employee receives four (4) calls, with each call lasting five (5) minutes, the employee will receive forty (40) minutes of pay, based on a minimum of at least ten (10) minutes for each call). In the event that an employee is required to physically report to a work site during a period when he/she is on call, he/she will be paid for a minimum of two (2) hours at his/her applicable overtime rate. Work time will begin when he/she arrives at the assigned work site, or report to the District to collect an assigned vehicle. Anytime spent physically responding to a work site that exceeds two (2) hours will be paid as actual time worked.

This agreement shall expire in conjunction with the 2023 collective bargaining agreement, with the expectation that the parties will negotiate the appropriate incorporation of on-call responsibilities into the successor collective bargaining agreement.

By signature below, the parties agree to the foregoing.

1/19/23

Dated this ~~\_\_\_\_\_~~ of ~~December, 2022.~~  
day

For the County/District:

For the APHU:

\_\_\_\_\_  
Rob Sprague Date  
Human Resources Deputy Director

*Steven Pray* 1-19-23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Pam Aguilar Date  
Deputy Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date