

Memorandum of Understanding

The purpose of this Memorandum of Understanding between the International Federation of Professional and Technical Engineers, Local 17 (“Local 17”), representing the Allied Health Professional Unit (the “APHU”), and the Snohomish Health District (the “District”) is to memorialize agreements reached between the parties regarding the bumping rights of employees in reductions-in-force effective during the fall of 2009, and to resolve a grievance filed by Local 17 regarding members’ bumping rights.

I. Recitals

In 2009, the District announced that it would be eliminating several positions from APHU. The parties agree that the elimination of these positions triggers seniority-based bumping rights within APHU, but disagreed over a number of issues regarding implementation of those bumping rights. In particular, the District asserted that its requirement that persons hired into WIC Certifier positions be able to speak Spanish would apply to anyone asserting bumping rights into a WIC Certifier Position. Local 17 filed a grievance contesting the District’s position on this issue. The parties now wish to resolve their dispute and the grievance filed by Local 17 over bumping rights relating to the WIC Certifier positions.

II. Agreement

Now, therefore, the parties agree as follows:

1. Effective on or about October 2009, Vickie Petterson, Claire Peterson and Kathy Perkins will be permitted to bump the incumbents from the District’s three junior WIC Certifier positions, despite the fact that they do not meet the Spanish language requirement for the WIC Certifier position.
2. The employees asserting bumping rights will accept the FTE of the position into which they bump. As the most senior employee, Ms. Petterson will be placed in a full-time position; Ms. Peterson and Ms. Perkins will be placed in half-time positions.
3. Although the District reserves the right to change schedules and work locations in the future, Ms. Petterson, Ms. Peterson and Ms. Perkins will initially report to the work site of the person they have displaced (Ms. Petterson will report to Lynnwood; Ms. Peterson and Ms. Perkins will report to Everett). Unless and until the District deems a change necessary, Ms. Peterson and Ms. Perkins will be allowed to work the 2/10 schedules worked by the employees they displaced.
4. Local 17 acknowledges and agrees that following this bumping process, the District will enforce the Spanish language requirement for the WIC Certifier position. That qualification will apply to any employee asserting bumping rights into a WIC Certifier

position. The only exception to the Spanish language requirement will be recall of WIC Certifiers on the recall list due to the District's reductions-in-force and bumping processes.

5. Ms. Peterson and Ms. Perkins will not have rights – through the recall process or otherwise – to a WIC Certifier position of greater than one-half FTE unless, at the time of recall or otherwise, they can meet the Spanish fluency language requirement. If Ms. Peterson and/or Ms. Perkins can meet the Spanish fluency language requirement at time of recall then they shall be eligible for recall to a WIC Certifier position of greater than one-half FTE in order of seniority. In the event of a future vacancy in a WIC Certifier position, the District will fill the position first from the recall list, and if no eligible names remain on the recall list, from a recruitment. Ms. Petterson, Ms. Peterson and Ms. Perkins will be placed on the recall list for positions for which they meet the minimum qualifications as provided in Section 14.3.7 of the collective bargaining agreement. Nothing in this agreement will prevent the District, in its sole discretion, from increasing the FTEs of Ms. Peterson or Mr. Perkins in their WIC Certifier positions if it wishes to do so.

6. Local 17 agrees that the agreements above fully resolve any grievances filed or threatened regarding the ability of APHU members to bump into WIC Certifier positions as part of the District's fall 2009 layoffs.

Signed and Dated this _____ day of _____, 2010.

Snohomish Health District

International Federation of Professional
and Technical Engineers, Local 17

By _____
Its _____

By _____
Its _____