

**Memorandum of Agreement
Correctional Health Unit Support**

This Memorandum of Agreement is entered into between the County of Washington (hereafter "County") and American Federation of State, County and Municipal Employees, AFL-CIO, District Council No. 5. (hereafter "Union") representing employees in the Exempt and Non-exempt Units of AFSCME.

WHEREAS, the County and the Union are parties to two Collective Bargaining Agreements (CBA's) effective from January 1, 2022 through December 31, 2023;

and WHEREAS, the AFSCME Non-exempt CBA covers the classification of Correctional Health Nurse (CHN) and Correctional Health Nurse, Senior (CHN, Sr.);

and WHEREAS, the AFSCME Exempt CBA covers the classifications of Public Health Nurse I (PHNI) and Public Health Nurse II (PHNII); and

WHEREAS, the classification of Correctional Health Nurse (CHN) and Correctional Health Nurse, Senior (CHN, Sr.) has been hard-to-fill including a high number of vacancies, high turnover and long-term continuous postings with a low number of applicants for posted vacancies.

NOW, THEREFORE the County and the Union agree:

1. Volunteers Outside of Unit - Employees in the classifications of Public Health Nurse I (PHNI) and Public Health Nurse II (PHNII) whose normal work activities are in a Public Health and Environment (PHE) Division outside of the Correction Health Unit (CHU), may volunteer to work, upon specific advanced authorization of their manager, for shifts in the CHU. The volunteering nurse is eligible to receive out-of-class pay, at a rate commensurate with other nurses in the CHU with similar education and work experience (internal equity) for the hours spent working in the CHU. The out-of-class pay shall be within the pay range of the higher paid classifications of CHN or CHN Senior, with a minimum of 4% increase above the employee's PHNI or PHNII salary.
2. Overtime Rate - If the volunteering PHN I or PHNII nurse works over 40-hours in a workweek due to working in the CHU, overtime shall be paid at a blended rate (weighted average of the two pay rates) at time and a half. Payment of overtime will not include hours paid but not worked, e.g. PTO, vacation/sick, holidays, etc.
3. Pilot Agreement - Either party may terminate this Memorandum of Agreement with fourteen (14) days' notice to the other party. Termination of this Memorandum of Agreement is not subject to the grievance procedure. This agreement is in effect as a pilot project and will sunset on December 31, 2023 unless renewed by mutual agreement.

UNION

S. Koewich 11/3/22
Business Agent Date

WASHINGTON COUNTY

Angela Malby 11/3/22
Human Resources Director Date

Lynne M. Sturgeon 11/3/2022
President Date