

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202205020

Originating Department:	Administrative Services
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Human Resources (HR)
Contract or Grant Administrator:	Donnie LaPlante
Contractor's / Agency Name:	Local 114-PD of the WSCCCE Council 2, AFSCME
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Collective Bargaining Agreement between Whatcom County and Local 114-PD of the WSCCCE Council 2, AFSCME	
Term of Contract: Two and a half years	Expiration Date: 12/31/2024

Contract Routing:	1. Prepared by: <u>Donnie LaPlante</u>	Date: <u>5/6/22</u>
	2. Attorney signoff: <u>George Roche</u>	Date: <u>5/6/22</u>
	3. AS Finance reviewed: <u>Brad Bennett</u>	Date: <u>5/6/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>5-13-22</u>
	6. Submitted to Exec.: _____	Date: <u>05/23/22</u>
	7. Council approved (if necessary): <u>AB2022-209</u>	Date: <u>05/24/22</u>
	8. Executive signed: _____ ✓	Date: <u>5-26-22</u>
	9. Original to Council: _____ ✓	Date: <u>6-3-22</u>

WHATCOM COUNTY
CONTRACT NO.
202205020

COLLECTIVE BARGAINING AGREEMENT
WHATCOM COUNTY
AND
LOCAL 114-PD OF THE WSCCCE COUNCIL 2, AFSCME
Date of Adoption-December 31, 2024

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PREAMBLE

This Agreement (herein referred to as "Agreement") is made and entered into by and between the Whatcom County (herein referred to as the "Employer") and the Washington State Council of County and City Employees Council 2, AFSCME (herein referred to as the "Union") Local 114-PD (herein referred to as the "Local"). The purpose of this Agreement is to set forth the wages, hours, and conditions of employment for the Employees of the Employer who are represented by the Union as set forth in Article I herein.

ARTICLE 1 - RECOGNITION AND UNION RIGHTS

1.1 Recognition. The Employer hereby recognizes the Union as the exclusive bargaining agent for all regular public defenders employed by Whatcom County in the Deputy I, II, Senior Deputy, and Senior Deputy II job classes (herein referred to as "Employee or Employees"), excluding temporary extra-help public defenders, supervisors, confidential employees, and all other employees.

The Local shall provide the Employer with a list of Local officers along with their current personal phone numbers for contacting them. Should the list of names or their phone numbers change, then a revised list shall be provided to the Employer Human Resources Department within five (5) working days of the change.

1.2 Employees Covered. The Employer agrees to advise and negotiate with the Union in advance of the elimination of any classifications or the creation of new classifications within the bargaining unit. The Employer agrees to negotiate the impacts of any such actions with the Union. In cases of dispute the parties agree to follow the Public Employment Relations Commission (PERC) procedures for a Unit Clarification.

1.3 Orientation of New Employees. The Employer agrees to notify the Local bi-weekly in writing of any new bargaining unit Employees, including their job title and department that are listed in Article 1. Within the first two (2) weeks of employment, a new Employee shall be granted the option to attend a Union orientation meeting with an officer of the Local of up to thirty (30) minutes on paid time.

1.4 Visits by Union Representatives. Upon advance notification by a duly authorized officer of the Union, they shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of conducting Union business provided, however, that no interference with the work of the Employees or the proper operation of the Employer will result.

Local officers may investigate and process Grievances, along with the potential Grievant, during working hours without loss of pay. They are to maintain the progress of work, and notify their immediate supervisor before leaving their place of work to investigate or discuss the Grievances or handle a complaint.

1.5 Labor Management Meetings. The Union/Local and the Employer shall conduct labor/management conferences (herein "**LMC**") to discuss ongoing business between the parties to address issues that may arise during the term of the agreement and as an attempt to resolve disagreements that may occur. Such meetings should occur at least quarterly or as requested by the Local or Union.

1.5.1 Caseloads and Case Weighting Standards. This will be a standing topic for discussion at LMC meetings

1.5.2 Technology. Technology will be a standing topic for discussion at LMC meetings.

1.5.3 Performance Evaluations. Evaluation procedure and implementation will be a standing topic for discussion at LMC meetings.

1.6 Negotiations. Up to 2 members of the Local along with the Union representative shall be allowed to attend all negotiations sessions during working hours and with pay, providing such time off will not unnecessarily disrupt the operations of the Employer.

1.7 Attendance at Workshops. Uncompensated time off for Union activity may be requested. Such time off will be allowed so long as it does not unnecessarily disrupt the operation of the County and is subject to the approval of the Supervisor.

1.8 Bulletin Boards and Emails. Space for an official Union bulletin board shall be provided for posting notices to Employees in each department and/or section and will be made available to the Local for the purpose of posting notices of Local meetings, results of elections, Union activities, etc.

The Union/Local may use the Employer's internal mail distribution system and e-mail system for meeting notifications, communication containing information on Grievances, and matters concerning joint meetings and activities with the Employer.

ARTICLE 2 - UNION DUES DEDUCTION

The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated Local as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all Employees described in the recognition clause. The Employer shall remain neutral when communicating with Employees about Union membership and direct Employees to discuss Union membership with a Union/Local staff representative.

For current Union members and those who choose to join the Union, the Employer shall deduct all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

The Employer shall provide an electronic copy of the payroll deduction authorization via email to C2everett@council2.com within 10 working days of the Employee executing the document. The Employer shall provide to the Union annually and upon request a complete list of all bargaining unit members that includes: Employee name, work address, work phone, work email, hire date in current bargaining unit, job classification, department, and monthly base wage.

The Employer shall honor the terms and conditions of each Employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the Employee.

The Union shall indemnify and defend the Employer and hold the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

ARTICLE 3 - MANAGEMENT RIGHTS

The Employer retains all rights except as those rights limited by the express and specific language of the provisions of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the Employer to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

Nothing anywhere in this Agreement shall be construed to impair the rights of the Union or the Employer to bargain about any matter not covered by this Agreement which may be recognized under state law as a mandatory subject of collective bargaining.

The Employer recognizes the Union's RCW 41.56 right to obtain certain bargaining unit Employee information. The Union hereby agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any use or misuse of Employee information provided to the Union by the Employer.

ARTICLE 4 - PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, marital status, race, disability, gender, sexual orientation, color, creed, national origin, religion, religious affiliation, and military status. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Any allegations of a violation of this Article may be either grieved in accordance with the Grievance procedure or adjudicated in another forum but not in both. Therefore, filing a claim with an agency like the EEOC or HRC is a waiver of the right to file a Grievance and vice versa.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT

5.1 Dues. Effective upon ratification of this Agreement, the Employer shall pay for each Employee's Washington State Bar Association and Washington Defenders' Association dues.

5.2 CLE. The Employer shall allow paid time for pre-approved CLE credits sufficient to remain accredited with the Washington State Bar Association. The Employer may at its own discretion cover the cost of CLE's. In addition, the Employer will allow paid time off for Employees to attend professional conferences, subject to supervisor approval.

ARTICLE 6 - HOURS AND CONDITIONS OF WORK

6.1 Regular Hours. Employees are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act.

6.2 Work from Home. With supervisor approval, Employees shall have the option to work from home when their presence is not required for court, Employer meetings, or other job functions - pursuant to AD148301Z.

6.3. Standards for Indigent Defense. The Employer is committed to compliance with the Standards for Indigent Defense as set forth in the applicable Washington State Court Rules (CrR 3.1, CrRLJ 3.1, JuCR 9.2). This affirmation is not subject to the Grievance procedure, however the subsections below are subject to Grievance.

6.3.1 Caseload Relief. Employees may request relief from caseloads that are, in the opinion of the Employee, excessive. The supervisor will meet with the Employee who requests relief in order to review the Employee's caseload assignment, to consider any circumstances brought to his/her attention by the Employee, and to attempt to resolve the problem. The Employer retains the discretion to grant or deny the request.

6.3.2 Refusing to Certify. Consistent with the Rules of Professional Conduct, Employees may refuse to certify compliance with the Standards for Indigent Defense when they sincerely believe those standards are not being met. Any such refusal must be in good faith and the Employee must first have brought their concerns to the Chief Deputy and/or Director. Employees may not be subject to discipline solely for good faith refusal to certify.

ARTICLE 7 – SENIORITY, LAYOFF, AND RECALL

7.1 Seniority. For purposes of layoff and recall rights, "**Seniority**" shall be defined as a Employee's months of continuous service.

7.2 Layoff Procedures. In the event of a layoff, Seniority will generally control except as provided below.

7.2.1 Exceptions to Seniority controlled layoffs. Employees who have been disciplined within the last 12 months, who are on a performance improvement plan (PIP), or who have received an aggregate score of less than 3.00 on their last annual performance evaluation, are not protected from layoff by virtue of Seniority.

7.2.2 Grievance of layoff. In the event of a layoff out of Seniority order based on a performance improvement plan or a performance evaluation, the Union may utilize the Grievance process to challenge the layoff based solely on the position that the performance evaluation or PIP were arbitrary and capricious.

7.2.3 Notification or pay in lieu of. Employees who are to be laid off shall be given formal written notice at least thirty (30) calendar days in advance of the date of the layoff or, at the option of the Employer, they shall be given four (4) weeks of salary in lieu of the required notice. The Union shall be given a copy of the layoff notice.

7.3 Recall. After a layoff, all laid-off Employees shall have their names placed on a recall register for the position from which they were laid off, or for any other lower classified position. Such recall register(s) shall last for eighteen (18) months. During that recall period, an Employee who has been laid off and whose name appears on the recall list shall be given the first available vacancy in the same position or any other vacant position he/she is qualified for. The Employee with the most Seniority in the classification to be recalled shall be given the position in the event there are two or more Employees on the recall list, except as provided below.

7.3.1 Exceptions to Seniority controlled recall. Employees who have been disciplined within the last twelve (12) months, who are on a performance improvement plan (PIP), or who have received an aggregate score of less than 3.00 on their last annual performance evaluation shall be recalled at the sole discretion of the Employer.

7.3.2 Grievance of recall. In the event of a recall out of Seniority order based on a performance improvement plan, or a performance evaluation, the Union may utilize the Grievance process to challenge the recall based solely on the position that the performance evaluation, or PIP were arbitrary and capricious.

Articles 7.2 and 7.3 (including all subsections) are not subject to RCW 41.56.123 and shall not become status quo upon expiration.

7.4 Reinstatement within the recall period. When an Employee is reinstated within the recall period, they shall be placed at the same range and step the Employee had attained at the time of layoff. If recalled to a lower position, Employee shall be placed at the highest step on their new range that does not result in a pay increase over the pay rate they had attained at the time of layoff. In either case, the Employee will have their step increase date reset to the date that results in the same number of months needed for a step increase that the Employee needed at the time of layoff. When Employees on layoff are recalled within the time limits provided in this Article, they will commence to accrue vacation at the same level (per Article 10.2) from the day of the layoff. Employees reinstated within 12 months of layoff shall have any remaining sick leave balance after cash-out reinstated.

ARTICLE 8 – LEAVES

8.1 Family Leave. The Employer agrees to provide leave to any eligible Employee covered by this Agreement, consistent with the Washington State Family Leave Laws and the Federal Family and Medical Leave Act (FMLA). Employees will not be required to use accrued vacation time and personal holiday leave before using unpaid FMLA leave. The Employer may require physician certifications in accordance with state and federal guidelines. Leaves under separate federal and state laws may be required to run concurrently.

8.2 Maternity/Disability Leave. Accrued sick leave may be utilized for maternity/disability leave. In the event sick leave is exhausted before the Employee returns to work, any vacation, PTO bank, or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the Employer, except for leaves falling under the federal Family and Medical Leave Act or County policy. If leave pursuant to this provision would also qualify as leave under any federal or state laws, the period of leave will apply toward the employee's entitlement to leave. Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement.

8.3 Paternity Leave. Employees may use accrued sick leave for the delivery of a child by their legal spouse or to care for their legal spouse or registered domestic partner during pregnancy and/or childbirth disability consistent with the provisions of Executive Order 2018-4.

8.4 Jury Duty and Military Leave. Employees considered exempt under the Federal Fair Labor Standards Act (FLSA) shall have no deduction in salary for absences caused by jury duty or annual military leave. Jury duty and military leave will be provided as described in County Policy, Uniformed Services Employment and Reemployment Rights Act (USERRA), or state law.

8.5 Civil Leave. Civil leave with pay shall be allowed to permit an Employee to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is on behalf of Employer or is in connection with a matter in which Employer is a party.

8.6 Bereavement Leave. Bereavement leave shall be provided to Employees, who suffer a death in the immediate family, of up to five (5) working days off (maximum of forty hours) without loss in pay. Immediate family members include a spouse or State registered domestic partner, child or parent (including step) of either the Employee or the Employee's spouse or State registered domestic partner. Up to three (3) working days off without loss of pay is available for other close family members (including step): brother, sister, grandchildren or grandparents of either the employee or the employee's spouse or State registered domestic partner. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected Employee may have up to eight (8) hours off without loss in pay to attend the funeral or memorial, if not covered above. Additional days off without pay or using accrued leave may also be available upon written approval of the department head.

8.7 Domestic Violence Leave. Whatcom County provides reasonable leave to Employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, consistent with the requirements of the Washington Domestic Leave Law. Employees may choose to use accrued sick leave or other paid time off, compensatory time, or unpaid leave time.

8.8 State paid Family and Medical Leave Program. Employees are covered by the Washington State Paid Family and Medical Leave Program (RCW 50A.04). Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the Employer and the Employee pursuant to the premium rates established by RCW 50A.04.115.

8.9 Absence Due to Adverse Weather. Absence due to severe inclement weather or other unusual emergency conditions will be charged to one of the following in sequential order: compensatory time, vacation leave, personal holiday, or leave without pay. Employees who wish to take leave without pay must notify his/her payroll preparer before the department's payroll cut-off time.

ARTICLE 9 - SICK LEAVE

9.1 Eligibility Criteria. To be eligible to accrue sick leave as provided herein, Employees must receive compensation each month. The term compensation as used in this section is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month.

9.2 Accrual Rate. Sick leave shall accrue to Employees who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty (960) hours except as outlined below.

Employees who have accrued nine hundred and sixty (960) hours at the end of the business day on December 31 shall be allowed to accrue up to one thousand and fifty-six (1,056) hours (960 hours + up to 96 hours annual accrual) of sick leave during the following year. These additional hours of accrual may not be cashed out. The employee's total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the business day on December 31.

9.3 Employees Appointed to < 1.0 FTE. Employees appointed to less than a 1.0 FTE shall receive such benefits based on their currently assigned, but no more than their budgeted full-time equivalency (FTE) and not less than as required by RCW 49.46.210.

9.4 Sick Leave Usage. Eligible Employees may request sick leave as accrued and may use it in increments of less than one scheduled workday for a covered purpose. (Policy AD139400Z)

9.5 Excess Sick Leave Contributions. Employees who have at least 960 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) will receive a contribution into their 457 deferred compensation plan based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours, minus hours used, multiplied by 25%, multiplied by the hourly rate at year-end, equals the 457 contribution. Employees eligible for a contribution must be enrolled in a 457 deferred compensation plan prior to February 1 of the following year (or at termination, if earlier) to receive the contribution, or the 457 contribution will be forfeited.

9.6 Separation Cashout. Employees with three (3) or more years of current, continuous employment with the Employer shall be entitled to sick leave cash out upon voluntary separation, layoff or death in the amount of twenty-five (25%) percent of accrued hours up to a maximum of 960 hours. Employees must give at least two (2) weeks' notice prior to separation to be eligible for sick leave cash out.

ARTICLE 10 – VACATION

10.1 Eligibility Criteria. All full-time and part-time Employees regularly scheduled to work at least eighty (80) hours per month are eligible to accrue vacation, provided Employees must receive compensation each month. The term compensation as used in this section is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month.

10.2 Accrual. Accruals for 1.0 FTE will be in accordance with the following schedule with the first employment year being the year hired and subsequent employment years being the first of the year. Prior regular Whatcom County employment may be considered when determining employment year.

During 1st through 4th year accrue 10.00 hours per month

During 5th through 9th employment year accrue 13.34 hours per month

During 10th and subsequent years employment year accrue 16.67 hours per month

Vacation leave may be requested as accrued and approved and may be used in increments of less than one scheduled workday.

10.3 Employees Appointed to < 1.0 FTE. Employees appointed to less than a 1.0 FTE shall accrue vacation benefits based on their currently assigned, but no more than their budgeted, full-time equivalency (FTE).

10.4 Maximum Accrual. No more than two hundred and forty (240) vacation hours may be carried forward from one year to the next; otherwise unused vacation in excess of two hundred and forty (240) hours at the end of the business day on December 31 shall be forfeited. Employees

who have a previously approved vacation cancelled by their supervisor due to a Whatcom County emergency and are not allowed to reschedule before the end of the year are eligible to have those hours carried over if they would otherwise forfeit those hours.

10.5 Annual Cashout by Mutual Agreement. If funds exist in the department's current budget, by mutual agreement between the Employee and Employer, up to forty (40) hours of vacation anticipated to be above the 240 hours carryover maximum can be cashed out each calendar year.

10.6 Separation Cashout. Upon separation, accrued vacation hours will be cashed out at 100%.

ARTICLE 11 - PAID HOLIDAYS

11.1 Eligibility Criteria. To be eligible for holiday pay, an Employee must have been on the County's payroll in Paid Status, or on approved voluntary unpaid furlough, for the entire scheduled workday before and after the holiday. "**Paid Status**" is defined as payment of wages for work performed, vacation, accrued sick leave, other paid leave or income for industrial injury not to exceed twelve (12) months.

11.2 Employees Appointed to <1.0 FTE. Employees appointed to less than a 1.0 FTE shall receive holiday pay based on their currently assigned, but no more than their budgeted full-time equivalency.

11.3 Personal Holiday. Employees shall receive one (1) Personal Holiday each calendar year equivalent to their FTE on January 1 or upon hire, not to exceed eight (8) hours. The Personal Holiday must be used in the year it is earned. Personal Holidays are not cashed out upon separation.

11.4 Holiday Schedule. The following shall be paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Juneteenth	Christmas Day
Independence Day	Personal Holiday
Labor Day	

11.5 Holiday Timing. If a holiday falls on a Sunday, the Monday following shall be the observed holiday. If a holiday falls on a Saturday, the Friday before shall be the observed holiday.

11.6 State Requirement. Employees required to work on a non-judicial holiday because state law requires an office to remain open, shall receive two (2) working days off with pay at a mutually agreeable time. Unused compensatory time earned before December 31 shall be carried

forward and must be used in the following year. Unused compensatory time earned under this provision will be cashed out upon separation of employment.

ARTICLE 12 – SALARY

12.1 Salary Schedules. Employees shall be classified pursuant to Addendum A (Salary Matrix), which are a part of this Agreement by reference. The monthly salaries shall be established within the ranges and steps provided for each group and shall be effective on the date listed on the applicable salary matrix in Addendum A and shall remain in place until changed. Pay differences between the 2020 Salary Matrix and the adopted Salary Matrix as calculated from the date of the Christie agreement shall retroactively be distributed in a lump sum to Employees after the ratification of this contract.

Monthly salary amounts indicated are for one (1.0) FTE (full-time equivalent). On an annual basis, full-time equivalency is considered to be 2,080 hours, calculated as eight hours a day times five work days per week. Monthly amounts may be converted to an hourly rate by dividing the monthly amount by 173.33.

Effective the first full pay period following ratification, each active employee on payroll will receive a one-time lump sum payment in the amount of one thousand dollars (\$1,000).

12.2 Future Changes. The County and Union agree that it would be mutually beneficial to minimize the bargaining process in the future. As such, the parties have agreed that with regard to the major economic terms of wages and deferred compensation during the period of this contract, the mutual expectation of the parties is that Employees will receive the same wages for a given rank and step as received by the unrepresented attorneys in the Prosecuting Attorney's Office. For wages, this means that the timing and amount of the annual percentage increase will be the same for the two groups and any increases in wages will be shared by both groups. If there is a change in the deferred compensation employer match contribution for the prosecuting attorneys, it will also be applicable to the represented Employees.

12.2.1 Deferred Compensation. The Employer provides the opportunity for voluntary Employee participation in deferred compensation (457 plans) and 401(a) programs. The Employer matches these contributions fifty cents on the dollar, up to a maximum of 2% of base salary, with County contributions placed in a 401(a) Plan. New employees may, within thirty (30) calendar days of hire, elect to contribute directly to the 401(a) Plan.

It is understood by both parties that the County's deferred compensation match is generally only offered to unrepresented employees. Should Employees choose in the future to bargain wage amounts other than parity with the unrepresented prosecuting attorneys, it is understood that the deferred compensation match will likely be discontinued.

12.3 Specialty Assignment Pay. Employees assigned to a "**Specialty Assignment**" will receive an additional 2.5% of their current base pay while so assigned and shall have their caseloads adjusted, to the extent possible, to account for the extra duty. Specialty Assignments may include Training, Felony, or any other assignments established by the Employer. Employees assigned to a Specialty Assignment do not have a property right in such assignment and may be transferred in and out of such assignments at the sole discretion of the Employer. Nothing herein shall require the Employer to fill Specialty Assignments.

12.4 Step Movement. Step movement will occur on the first day of the month of hire or the appropriate adjusted month. All step increases shall be awarded on the basis of successful job performance as measured by not receiving a 'needs improvement' or 'fails to meet expectations' for the Employee's overall annual performance evaluation.

12.5 Performance Evaluation. Prior to each Employee's next step increase date, the department supervisor will conduct an Employee performance evaluation. These evaluations shall be done on an annual basis. Employees shall have an opportunity to review their job duties and content with their supervisor as part of the annual performance review.

12.6 Position Pay Ranges. The pay range established for the positions listed in Addendum A shall only be revised as provided for in this agreement.

12.7 Promotion and Reclassification Salary. Employees who are promoted into a higher position or reclassified because of the addition of significantly higher-level duties, shall move to the step in the new range as provided below. Employees are placed in a step providing at least a 5% wage increase. The 'top wage step' is defined as the highest step in a given range which includes an annual increase in the wage rate over the preceding step.

If a 5% increase would place the Employee below the top wage step in the new range, the Employee is placed in the new range in the step providing at least a 5% increase. The reclassification or promotion date becomes the next step date.

For Employees currently below the top wage step if a 5% increase would place the Employee at or above the top wage step in the new range, the Employee is placed in the top wage step. The reclassification or promotion date becomes the next step date.

For Employees currently at or above the top wage step if a 5% increase would place the Employee at or above the top wage step in the new range, the Employee is placed in the new range at their current step and maintains their current next step date.

12.8 Employee After-Hours Weekly Rotations. Employees are assigned, on a rotating basis, to be accessible after work hours for a seven-day period of time to respond to and be available for time-sensitive court-related matters. After-hours weekly rotations are mandatory and assigned in advance so that there is no lapse in after-hours coverage at any time. The weekly rotations can be traded from one Employee to another Employee and each Employee will not work more than ten (10) weekly rotations in any one year.

To recognize the disruption caused by working weekly after-hour rotations, and the fact that Employees are exempt from overtime and not compensated for overtime work, Employees completing each weekly rotation shall be granted the choice of EITHER twelve (12) hours of compensatory time off OR a \$400 stipend. All Employee positions are eligible for compensatory time off or stipend pay.

12.8.1 Employee Compensatory Time Off. Employees earn twelve (12) hours of compensatory time off following each weekly rotation. Time is recorded as "compensatory time earned."

Employees may request compensatory time off to use in increments of not less than one hour whenever desired, however; approval will be subject to the same department process as used for vacation requests. Compensatory time off is recorded as "compensatory time used."

A maximum of 36 hours of compensatory time off may accrue at any one time. Unused compensatory time may be carried forward at the end of the year.

Unused compensatory time will not be compensated, considered compensable, or credited for any purpose with the exception that it will be cashed out upon separation of employment.

12.8.2 Employee Stipend. Attorneys may elect to receive a \$400 stipend in lieu of compensatory time off. The stipend election will be recorded on their time record following the weekly after-hours assignment.

12.9 Electronic Funds Transfer. All newly hired regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment. Employees may temporarily stop EFT in emergency situations with at least seven (7) days' notice before a scheduled payday, but must restart EFT within three months.

ARTICLE 13 – BENEFITS

13.1 Benefits Eligibility. Employees must be compensated at least eighty (80) hours per calendar month to be eligible for certain benefits (including, but not limited to, sick leave, holiday, vacation, and health and welfare). For this section, compensation is defined as payment of wages for work performed, vacation, accrued sick leave, or other paid leave. Compensation earned in one (1) calendar month provides health and welfare benefit coverage in the following month unless stipulated otherwise in the individual plan documents. Lump sum cash out of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Any newly hired Employee will be initially eligible for health and welfare benefits the calendar month following at least 80 hours of compensation in one (1) calendar month. Waiting period requirements on individual plans must be met for benefit reimbursement.

13.2 Health and Welfare Benefits. Employees shall be granted the following health and welfare benefits. The benefits shall include full contribution by the Employer for the Employee, spouse, and dependent children of the Employee, unless otherwise noted.

- A) Medical- Washington Teamsters Welfare Trust Plan "B"
- B) Dental- Washington Teamsters Welfare Trust Dental Plan "A"
- C) Vision- NBN Vision Plan with Washington Teamsters Welfare Trust.
- D) Life insurance - Employee only coverage with Standard Life Insurance in the face amount of \$50,000.
- E) Waiver of Contributions- Washington Teamsters Welfare Trust Disability Waiver of Contributions Extension
- F) Plan D Time Loss- Washington Teamsters Welfare Trust Employee \$100 per week time loss

13.2.1 County Contribution. For Plan Year 2022, based on the preceding month's hours, the County shall pay the monthly premium cost of \$1,313.20 to fund the WA Teamsters Welfare Trust Plan "B" and Optional Plan "D" Time Loss Plan.

For Plan Year 2023, based on the preceding month's hours, the County shall pay the actual premium cost or up to \$1,379, whichever is less, to fund the WA Teamsters Welfare Trust Plan "B" and Optional Plan "D" Time Loss Plan.

For Plan Year 2024, based on the preceding month's hours, the County shall pay the actual premium cost or up to \$1,448, whichever is less, to fund the WA Teamsters Welfare Trust Plan "B" and Optional Plan "D" Time Loss Plan.

13.2.2 Employee Contribution. Should funds designated in section 13.2.1 County Contribution not be adequate to cover the full contribution for Medical Plan B and Time Loss Plan D, payment via payroll deduction in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program.

13.2.3 Dental, Vision, Life, and Waiver of Contribution. The County agrees to pay the appropriate monthly contribution amount necessary to provide benefits listed in sections 13.2 b), c), d), and e) during the life of this Agreement.

13.2.4 Part-Time Employee's Benefits Coverage. Employees will pay a pro-rated amount of the Employer's contribution, based on their FTE, for A. Medical, B. Dental, C. Vision, E. Waiver of Contributions, and F. Plan D Time Loss through payroll deduction utilizing the Flex 125 program. The Employer will pay the full contribution for D. Life Insurance.

13.3 Other Benefits.

13.3.1 Flex 125. The Employer will pay set-up costs and ongoing maintenance costs to allow Employees to utilize a Dependent and Health Care Reimbursement Plan.

13.3.2 Retirement Plans. The Employer provides payment to retirement plans through the Washington State Department of Retirement Systems (DRS), which also requires contributions from eligible Employees.

13.3.3 Employee Assistance Program. The Employer provides confidential counseling assessment services through an Employee Assistance Program for Employees and their immediate families.

ARTICLE 14- DISCIPLINE & DISCHARGE

14.1 Just Cause. With just cause, the Employer may discharge, suspend, or otherwise discipline Employees. This Article shall not apply to Probationary Employees or temporary extra help.

14.2 Representation for Disciplinary Proceedings. An Employee may request and shall be permitted to have a representative from the Union present if a bargaining unit member is to be questioned about a matter and the member reasonably believes that such questioning may result in a disciplinary or corrective action.

Except in an emergency, Employees will be notified forty-eight (48) hours prior to any meeting that may result in disciplinary or corrective action being taken (i.e. Loudermill hearing). At the time of notification, the Employee shall be informed of the nature of the meeting and specific allegations. Where an Employee seeks Union representation at the meeting, the Employee is responsible for contacting a Union representative. The Employee may voluntarily choose to waive both the forty-eight (48) hour wait time before the meeting and accompaniment by a Union representative

The selection of a Union representative will be at the discretion of the Employee receiving the disciplinary action as long as the representative will be available within 48 hours. If not then the employee will be limited to the most readily available Union representative. A Union representative shall be allowed to participate in the disciplinary process and will be in pay status only if the representative is on duty and within his/her normal work hours. The Employer shall schedule all investigative or disciplinary meetings at a time so as not to deny the Employee representation and the Employee shall be considered in pay status for any and all such meetings called by the Employer.

14.3 Probationary Employees. Defined as new hires who have received a probationary appointment in writing to fill a vacant budgeted full-time position, and who are serving a 6-month probationary period and may be terminated with or without cause during probation. The Employer may, with Union agreement, extend probation by an additional 6 months as needed.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definitions.

- A. **"Grievance"** shall be defined as an allegation of a violation of an express term of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided.
- B. **"Grievant"** shall be defined as the party filing the Grievance. For purposes of this Agreement, the party may be an aggrieved Employee or the Union acting on behalf of an aggrieved Employee/Employees. Only the Union or the Employer can process a Grievance beyond Step 2 of the Grievance Procedure.

15.2 Employee Representation. The Washington State Council of County and City Employees Council 2, AFSCME, Local 114PD shall be the exclusive representative of all the Employees in the bargaining unit for the purposes of the resolution of Grievances. An Employee may have a Union representative present to represent him/her at any step of the Grievance process if the Employee so desires. For possible suspension or discharge, the AFSCME Staff Representative shall be present if the Employee so desires.

15.3 Failure to Respond. In the event the Grievant fails to respond within the prescribed time sequences, the Grievance shall be considered waived and forfeit. In the event the party against whom the Grievance is filed does not respond within prescribed time sequences, the Grievant shall have the right to proceed to the next step of the Grievance procedure. The parties may, at any step of the Grievance procedure, agree to extend the time limitations specified in this article. Any request and agreement to extend time limitations by either party shall be made in writing. E-mail requests and agreements would also be considered sufficient.

15.4. Grievance Forms. All Grievances filed by an Employee or the Union shall be filed on a form to be provided by the Union.

15.5 Procedure. The Employer and the Union agree to the following exclusive procedure of presenting and adjusting Grievances and complaints, as defined above, which must be processed in accordance with the following steps, time limits and conditions:

A. STEPS:

STEP 1: All Grievances must be filed with the department head within thirty (30) calendar days from occurrence of the event(s) giving rise to the Grievance. The department head shall respond in writing within fourteen (14) calendar days. Any actions that are the subject of the Grievance shall be stayed until the completion of the Grievance process.

STEP 2: In the event the Grievant believes that the written response of the department head does not resolve the matter, the Grievant may, within fourteen (14) calendar days of receipt of the response, file his/her Grievance with the Employer Human Resources

Director who shall then meet with the Union and the Grievant to discuss the Grievance. The Employer Human Resources Director shall within fourteen (14) calendar days of receipt of the grievance deliver a written response to the Union.

STEP 3: In the event the Union or the Grievant believes that the written response of the Employer Human Resources Director does not resolve the matter, the Union or Grievant may within fourteen (14) calendar days send a Notice of Intent to Arbitrate to the Employer Human Resources Director.

- A. The Employer and the Union shall within thirty (30) calendar days of receipt of the Notice of Intent to Arbitrate, request a roster of seven (7) arbitrators from the Public Employment Relations Commission (PERC) or FMCS. Absent an agreement of an arbitrator on the list, the arbitrator shall be selected by process of elimination from the panel of seven (7) arbitrators by the striking of names.
- B. The costs associated with fees and expenses of the arbitrator and court reporter shall be shared equally by the Union and the Employer. Each party shall be responsible for its own attorneys' fees.
- C. The arbitrator, after hearing all evidence and testimony, shall render a decision as promptly as possible, and in any event within thirty (30) calendar days from the date of presentation. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. Such order shall indicate findings, conclusions and a resolution and shall grant the relief deemed appropriate by the arbitrator. Any decisions within the jurisdiction of the arbitrator shall be final and binding upon the parties.

ARTICLE 16 - SAVINGS CLAUSE

Should any part or provision herein contained be rendered or declared invalid by reason of any existing law or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of the Agreement provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.

ARTICLE 17 - SUPPLEMENTAL AGREEMENT

This Agreement may be amended, providing both parties concur in writing. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of this agreement. During the term of this Agreement, Union, Employer, and Employees agree to act reasonably and in good faith to accommodate revisions that may be required to this Agreement prior to its expiration. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed shall become a part of the Agreement and subject to all its provisions.

ARTICLE 18 - TERM OF AGREEMENT

The terms of this agreement shall be in full force and effect from the date it is fully executed by both parties and shall remain in full force and effect through December 31, 2024. All terms and conditions of the contract will remain in full force and effect throughout the life of contract.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

During the term of this Agreement, it is mutually agreed that there shall be no strikes, lockouts, or other slowdowns or cessation of work by either party.

**LOCAL 114-PD OF THE WSCCCE
COUNCIL 2, AFSCME**

DocuSigned by:
By: Joseph Downes 5/13/2022
Joe Downes

WHATCOM COUNTY, WASHINGTON

By: Satpal Sidhu 5/26/22
Satpal Sidhu, County Executive

APPROVED AS TO FORM:

DocuSigned by:
George Roche 5/13/2022
George Roche, Senior Deputy Prosecuting Attorney

DATE COUNCIL APPROVED:

5/24/2022

ADDENDUM A - WAGES

2022 Salary Matrix for AFSCME Public Attorneys (Effective January 18, 2022)

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Deputy I	335	5,928	6,169	6,409	6,657	6,916	7,184	7,463	7,752	7,992	8,016	8,044	8,076	8,104
Deputy II	355	7,009	7,289	7,574	7,866	8,172	8,489	8,817	9,157	9,439	9,462	9,490	9,522	9,550
Sr. Deputy	365	7,622	7,926	8,234	8,554	8,884	9,228	9,584	9,952	10,258	10,282	10,310	10,342	10,370
Sr. Deputy II	375	8,288	8,622	8,954	9,300	9,660	10,035	10,420	10,820	11,152	11,176	11,205	11,236	11,263

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**



HUMAN RESOURCES

Whatcom County Courthouse
311 Grand Avenue, Suite #107
Bellingham, WA 98225-4038
(360) 778-5300
HR@co.whatcom.wa.us

Melissa Keeley
Manager

MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Donnie LaPlante, Human Resources Associate Manager

DATE: May 6, 2022

SUBJECT: AFSCME Council 2 – Public Defenders Collective Bargaining Agreement

In 2021, the Deputy Public Defender attorneys in the Public Defender's Office filed a representation petition with the WA State Public Employment Labor Relations Commission, and were recognized as a bargaining unit represented by the Washington State Council of County and City Employees, AFSCME. The County and Union have agreed to terms and conditions for a first Collective Bargaining Agreement, beginning date of Council adoption through 2024. We are pleased to have reached a settlement agreement consistent with budget authority.

The collective bargaining agreement currently represents 21 Deputy Public Defender attorneys in the Public Defender's Office.

Highlights are summarized below:

Wages

Wage parity with the Prosecuting Attorney's Office, resulting in a 5% increase over current Public Defender wages which have been frozen since January 2021.

Health and Welfare Benefits

Monthly County contribution to medical at \$1,313.20, consistent with other groups on the Teamsters' Trust.

Lump Sum

The first full pay period following ratification, each active employee on payroll will receive a one-time lump sum payment in the amount of \$1,000.

Should you have any questions, I am available by email at dlaplant@co.whatcom.wa.us or at extension 5306.