

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

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:	AFSCME
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202205020	
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: 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: _____	
2025 LOU to amend the Collective Bargaining Agreement between Whatcom County and AFSCME	
Term of Contract: One Year	Expiration Date: 12/31/2025

- Contract Routing:
- | | |
|---|----------------|
| 1. Prepared by: Donnie LaPlante | Date: 11/22/24 |
| 2. Attorney signoff: George Roche | Date: 11/22/24 |
| 3. AS Finance reviewed: Andrew Tan | Date: _____ |
| 4. IT reviewed (if IT related): _____ | Date: _____ |
| 5. Contractor signed: _____ | Date: _____ |
| 6. Submitted to Exec.: _____ | Date: _____ |
| 7. Council approved (if necessary): _____ | Date: _____ |
| 8. Executive signed: _____ | Date: _____ |
| 9. Original to Council: _____ | Date: _____ |

**LETTER OF UNDERSTANDING BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
WASHINGTON STATE COUNTY OF COUNTY AND CITY EMPLOYEES, AFSCME, COUNCIL 2,
LOCAL 114-PD (UNION)**

This Letter of Understanding is entered into between Whatcom County ("the County") and AFSCME, Council 2 ("the Union") regarding the Collective Bargaining Agreement (CBA) covering the period of May 26, 2022 through December 31, 2024.

The current CBA expires December 31, 2024, and the parties wish to rollover the current CBA for a one year period through December 31, 2025, with the following modifications:

1. **Add 7.5 Openings in Superior Court.** When an opening occurs in Superior Court (including Juvenile Court), Employer shall determine qualifications needed to fill the opening. When Employer determines there are current Employees who meet the qualifications, Employer will provide email notice to Employees of availability of assignment and solicit interest for a period of at least six (6) business days. Employer will select the most qualified interested candidate for the opening. Where skill, performance on the job, ability and experience are determined by the Employer to be substantially equal, seniority will be the determining factor in assignment. Nothing in this section limits the Employer's ability to re-assign Employees as needed.
2. **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.

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.

3. **12.5 Performance Evaluation.** Prior to each Employee's next step increase date, the department supervisor will conduct an Employee performance evaluation. The intent is that 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. Employer will notify Employee in advance of any negative annual performance evaluation that will have economic consequences and schedule a meeting to review prior to finalizing the evaluation. Employee may elect to have Union representative present at this meeting.
4. **Article 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 twelve (12) 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. No more than 120 hours of compensatory time can be earned in any one calendar year. All Employee positions are eligible for compensatory time off or stipend pay.

5. **Article 12.9 Electronic Funds Transfer.** All newly hired regular employees shall authorize payment by direct deposit within thirty (30) days of employment.
6. **Article 13.2.1 County Contribution.** Add the following language: For Plan Year 2025, based on the preceding month's hours, the County shall pay the actual premium cost of \$1,512 towards the Teamsters Welfare Trust Plan "B" and Optional Plan "D" Time Loss Plan.

In the absence of a successor agreement at the end of 2025, for plan year 2026, the County shall pay up to \$1,588 per month, or the actual cost, whichever is less, to fund the Washington Teamsters Welfare Trust Plan "B" and optional Plan "D" Time Loss Plan. There shall be no dynamic status quo increase to the County's contribution rate beyond 2026. In the absence of a successor agreement at the end of 2026, the County shall continue to pay up to \$1,588 per month for plan year 2027 and beyond until a successor labor agreement is negotiated.

7. **Article 15.5 Grievance Procedure.** Modify Step 3 as follows:

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. Alternatively, by mutual agreement, the parties may seek non-binding mediation through the Public Employment Relations Commission (PERC) to resolve the grievance, without foregoing their rights to arbitration.

8. **Career Path Progression LOA.** Modify as follows:

A Deputy I shall be promoted to Deputy II effective the first of the month in which the Deputy will complete their 24th month as Deputy I and a current performance review of "Meets Expectations" or higher.

A Deputy II shall be promoted to Senior Deputy effective the first of the month in which the Deputy will complete their 24th month as Deputy II and a current performance review of "Meets Expectations" or higher with no individual competencies at or below the "needs improvement" level.

A Senior Deputy shall be promoted to Senior Deputy II effective the first of the month in which the Deputy will complete their 8th year total as a Senior Deputy with Whatcom County OR the first of the month in which the Deputy will complete their 20th years of service as a successful practicing attorney working primarily in criminal or civil law with equivalent trial background experience that provides the required skills, knowledge and abilities; AND a current performance review of "Exceeds Expectations" with no individual competencies at or below the "needs improvement" level. To retain Senior Deputy II appointment, must maintain annual performance evaluation rating of at least Exceeds Expectations.

9. This Letter of Understanding shall become effective upon signature by the authorized parties.

Name	Signature	Date
James Trefry, WSCCCE COUNCIL 2, AFSCME		
Melissa Keeley, HR Manager		
Shoshana Paige, President Local 114-PD		
Kayla Schott-Bresler, Deputy Executive		

Approved as to Form:

 George Roche
 Senior Deputy Prosecuting Attorney

 Date

 Date Council Approved