

**MASTER COLLECTIVE BARGAINING
AGREEMENT**

By and Between

WHATCOM COUNTY

AND

GENERAL TEAMSTERS' LOCAL UNION NO. 231

April 23, 2019 – December 31, 2020

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AGREEMENT

**By and Between
WHATCOM COUNTY, WASHINGTON
AND
GENERAL TEAMSTERS UNION LOCAL NO. 231**

PREAMBLE

This Agreement is by and between Whatcom County, Washington, hereinafter referred to as the County, and General Teamsters Union Local No. 231, hereinafter referred to as the Union.

GENERAL PURPOSE

The County and the Union do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security of the employees.

ARTICLE 1 - UNION SECURITY AND RECOGNITION

1.01 Departments Covered. The County recognizes the Union as the exclusive collective bargaining representative for employees employed in the following departments: Administrative Services (Finance, Information Technology, & Facilities Management Divisions only); Assessor; Auditor; County Council (Hearing Examiner clerical only); District Court; District Court Probation; Health (clerical and professional); Parks & Recreation; Planning & Development Services; Prosecuting Attorney (Investigators & clerical only - excluding confidential secretaries); Public Defender (Investigators & clerical only); Public Works (excluding the Ferry); Sheriff (support staff only); Superior Court; Treasurer; County Executive Office (EMS Systems Administrator only) and WSU Extension (clerical only) in those position titles set forth in Addendum A as they currently exist or as they may be amended, during the life of this Agreement.

1.01a Exclusions. Excluded from the collective bargaining unit are work study students, interns, volunteers, regular and seasonal temporaries, and all other employees not referenced in Addendum A (Position Title Index). This section shall not constitute a bar to either party's rights under RCW 41.56.

1.01a(1) Regular Temporaries. Temporary full time help employed for periods of no more than four (4) months in a calendar year; temporary part-time help compensated not more than sixty-nine (69) hours in a calendar month; after posting per section 7.02 (Job Postings), temporaries working in a position vacant, or vacated for transfer or promotional purposes; temporaries replacing absent employees on leave; and Juvenile Detention Officers (for up to eight months) during hiring process and Academy attendance are excluded.

1.01a(2) Seasonal Temporaries. In Planning & Development Services (PDS), Public Works (PW), and Parks and Recreation the limitation shall be

six (6) months for seasonal temporaries. Provided, however, this seasonal provision shall not be available if the budgeted full-time Master equivalencies fall below ninety percent (90%) of the departments' budgeted FTE.

1.02 Non-Discrimination Clause. No employee shall be discharged, suspended or discriminated against for upholding Union principles and any employee working under instruction of the Union or who serves on a committee may do so without losing their position for such activity. There shall be no discrimination against any individual employee of the County or member of the labor organization with whom the County has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Union membership or as required by law, except where such constitute a bona fide occupational qualification.

1.03 Bargaining Unit Work. Bargaining unit work shall not be performed by non-bargaining unit personnel except when called for by business conditions. Bargaining unit personnel shall not be laid off or terminated as a result of non-bargaining unit personnel performing bargaining unit work.

ARTICLE 2 - UNION-MANAGEMENT RELATIONS, DISCHARGE AND SUSPENSION AND NEW HIRE PROBATIONARY PERIOD

2.01 Authorized Representatives. All collective bargaining with respect to wages, hours and general working conditions of employment shall be conducted by the authorized representatives of the County and authorized representatives of the Union.

2.02 Discharge and Suspension. No employee will be discharged or suspended except for just cause, and prior to any such action being taken against an employee, except in situations where the County determines immediate action is required, the County will first notify the employee and Union in writing, affording them an opportunity to resolve the issue. Notification of all discharge and/or suspensions shall be in writing with a copy sent or given to the affected employee and emailed or faxed to the Union. This section shall not apply to probationary employees, work study students, interns, or temporary help.

2.02a Sheriff's Office. Section 2.02 (Discharge and Suspension) shall not apply to Civil Service employees. No Civil Service employee will be discharged or suspended except as provided by the Rules and Regulations of the Civil Service Commission and as is provided in this Agreement.

2.03 New Hire Probationary Period. New Hires are defined as those employees who have received a probationary appointment in writing to fill a vacant budgeted full-time or part-time position, and who are serving an initial probationary period per section 7.03b (Probation Periods).

2.04 Sheriff's Office Civil Service Rules. Wherever there is a conflict between this Agreement and Civil Service Rules, the Civil Service Rules shall prevail. Nothing

contained in this Agreement shall be construed to be contrary to the Whatcom County Civil Service Rules and Regulations and RCW Chapter 41 relative to positions in the Sheriff's Office only.

ARTICLE 3 - WORK SCHEDULE AND DAILY OVERTIME

3.01 Workweek and Work Schedule. The workweek for Fair Labor Standards Act purposes shall consist of seven consecutive days beginning on Sunday at 12:00 a.m. and ending on Saturday at midnight. The normal work schedule shall be set by the County as provided herein.

3.01a Work Schedule. The normal work day schedule shall customarily be eight (8) hours per day and five (5) consecutive days per week, except as follows:

(1) Consistent with Washington State Court General Rule 29, work scheduling of all Superior Court Administration staff shall be at the sole and exclusive direction of the Presiding Superior Court Judge or designee.

(2) By mutual agreement between the Union and the Executive or his or her designee, employees may have a work schedule consisting of four (4) ten-hour days.

(3) Maintenance and Operations crews will generally begin working a 10-hour per day schedule, 4 days per week, beginning the week before Memorial Day and will continue through the week of Labor Day. Under special circumstances, the M & O Superintendent may grant approval to begin 10-hour days earlier and/or end later. Equipment Services mechanics may be assigned 4 days per week, 10-hour days year round.

(4) Appraisers will have a choice to elect to work either a 5/8 or 4/10 schedule. Change requests shall be in writing 30 days prior to the start of the next schedule change. The ten (10) hour schedule will be from 7:00 a.m. until 5:30 p.m. including one-half (1/2) hour for an unpaid lunch. The eight (8) hour schedule, and holiday week schedule, will be from 8:00 a.m. until 4:30 p.m. including one-half (1/2) hour for an unpaid lunch. A & B Teams, each including at least one commercial appraiser, will either work Monday through Thursday or Tuesday through Friday and the changes in days off shall occur three (3) times per year on the first (1st) full work week each April, August and December, unless an alternative schedule is mutually agreed upon by an Appraiser and Management.

(5) Employees who are required by the County to cross the border to Pt. Roberts to perform work will collaborate with their supervisor to avoid/minimize overtime. The County will reasonably endeavor to pre-schedule the employee's workweek. The parties agree there will be circumstances where overtime (section 3.02) is unavoidable.

(6) During a workweek in which a paid holiday occurs, employees working other than the normal eight-hour day, shall revert to the standard

five (5) eight-hour day work schedule.

3.01b Modifications. Any change to employees' existing work schedule(s) or modification(s) of hours which result in a reduction of hours shall be mutually agreed upon between the Union and the Executive or his or her designee except in case of an emergency. Emergency is defined by County Policy POL AD110010Z as currently applied. Modifications to the workweek which result in a reduction of hours shall not be construed to be a "layoff" as provided in Article 6 (Layoff & Recall). The Union shall not unduly withhold its agreement.

3.01c Alternative Schedules. Either an employee or the County may request the hours and the basic workday or workweek be modified to accommodate alternative schedules by agreement of the Executive or his or her designee when recommended by the department head and agreed to by the affected employee. It is understood and agreed that the County will not make any arbitrary or unreasonable proposals and the employee and/or the Union will not arbitrarily or unreasonably withhold its concurrence with modifications proposed by the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs. Employees desiring to continue their existing Alternative Work Schedule shall verify that Schedule with his or her supervisor no later than November 30 each year. Any changes to an existing Alternative Work Schedule shall be requested using the Alternative Schedule Agreement form.

3.01c(1) 9/80's. Employees may, by mutual agreement between the employee and the County and for the sole convenience of the County, be alternatively scheduled for 80 hours over a two-week payroll period and such schedule shall not be subject to overtime unless the affected employee works more than 80 hours within the two week payroll period.

3.01d Flex Time. Upon employee or County request for a temporary modification of schedule and by mutual agreement between the employee and the department head, "flex time" may be used for periodic personal employee matters, to attend meetings or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs.

3.02 Overtime. Overtime at the rate of time and one-half shall be paid to employees who work in excess of their normal scheduled workday or workweek, except work performed in accordance with sections 3.01c (Alternative Schedules) and 3.01d (Flex Time), and as otherwise set forth below:

3.02a Overtime Must be Authorized. No overtime will be worked unless specifically authorized by the department head, or his or her authorized representative.

3.02b Pyramiding of Overtime. There shall be no pyramiding of overtime.

3.02c Overtime When Using Accruals. If an employee is approved to use accrued paid time off on a scheduled workday and the supervisor then “requires or authorizes” the employee to work part or all of the hours claimed as paid time off, any overtime calculation will take into account both compensated and worked hours. (Ex: Employee takes 2 hours of sick leave and works 6 hours. Supervisor requires employee to work an additional hour to complete a project. Employee would receive 2 hours of sick leave, 6 hours of regular pay and one hour of overtime pay).

3.02d Juvenile Detention. Both parties acknowledge that the 7(k) exemption under the FLSA will be utilized for the purposes of determining overtime compensation. An employee must work in excess of 171 worked hours in a twenty-eight (28) day work cycle in order to receive overtime pay. No overtime will be worked unless specifically authorized by the Juvenile Court Administrator or his designee. Employees working a 12-hour shift will shift from days to nights or vice versa every four (4) months starting in December. Section 3.05 (Response after hours) shall not apply to Juvenile Court detention employees working a 7(k) exemption schedule except that employees shall be paid overtime whenever such hours exceed straight-time hours permitted in this section 3.02d.

3.02e Parks Department Overtime Exception. Park Rangers, Conservation and Parks Steward, Park Attendant, and Maintenance Worker II positions shall be exempt from overtime as outlined in this Agreement and shall work an open week as required.

3.02e(1) Parks Compensatory Time. Compensatory time shall be accrued for positions listed in section 3.02e (Parks Department Overtime Exception) at the rate of one and one-half for each hour worked (as defined in section 3.02 - Overtime) beyond forty (40) in any one (1) “workweek” (which includes Saturday, Sunday or a holiday). The use of compensatory time shall be during slack periods. In no event may the compensatory time bank exceed two hundred forty (240) hours total accrual in any calendar year or at any one time. Overtime pay and compensatory time cannot be requested for hours worked in the same day (ex: four (4) overtime hours worked – employee may not request two (2) hours of overtime pay and two (2) hours of compensatory time). If, for reasons beyond the control of the County, the employee cannot be afforded actual time off, the employee shall then be compensated at the hourly rate times the number of hours accrued. Evaluation of this work schedule shall be made by December 1st of each year.

3.02e(2) Working on a Holiday. Employees that are scheduled to work on a holiday will be scheduled another day off within the same pay period in lieu of having the holiday off.

3.02e(3) Regional Park Supervisors. It is understood and agreed that Regional Park Supervisors are supervisory employees within the definition of the Fair Labor Standards Act and state law and are exempt from the overtime

provisions of this Agreement. Regional Park Supervisors will have access to a County vehicle assigned to the park. In circumstances where a Regional Park Supervisor does not live on site, County vehicles shall remain at the Park at the conclusion of the work day.

3.02f Public Works Crew Leaders Overtime Exception. It is understood and agreed that Road Crew Leaders and the Shop Crew Leader are supervisory employees within the definition of the Fair Labor Standards Act and state law and are exempt from the overtime provisions of the Agreement. Nevertheless, without prejudice or waiver of this statutory exemption, these employees will be compensated in accordance with the collective bargaining agreement for regularly scheduled "overtime", i.e., 12-hour shifts. No additional compensation will be paid to these employees for other work performed in excess of 40 hours per week, except as allowed under Article 3.05a(5) (Crew Leaders Emergency Response). These employees will continue to be classified per Addendum A (Position Title Index) and be assigned a County vehicle.

3.02g M & O and Equipment Services. For the purposes of this section, qualifications shall be determined by supervisors based first on employee-assigned equipment and then second by an employee having recently demonstrated the required skills and experience for safely accomplishing the work involved.

When circumstances necessitate changing the routine use of the equipment (ex: snow plow, sander), qualifications shall be determined by supervisors based on seniority of employees having recently demonstrated the required skills and experience, for the modified equipment, for safely accomplishing the work required.

Seasonal sanding and plowing assignments shall be made in accordance with the Winter Sanding and Snow Removal Letter of Understanding #2.

There are the following overtime opportunities within these divisions:

3.02g(1) Shift Continuation. For shift continuation, overtime shall be assigned to the qualified applicable crews/employees required to complete required work beyond the normal workday. Other employees will not be called to work if employees currently working are capable of doing needed work when that work is incidental to work in progress.

3.02g(2) Call Back. When calling employees for call back, supervisors shall document the call and if no answer or an employee refuses, they shall call the next employee according to the Order of Call backs.

3.02g(2)a M & O Call Back. For call back, other than a general emergency, the crew that normally performs the work will receive the call back. Order of Call Back for employees not on vacation or sick on a weekday (a new day begins at midnight) and all employees on weekends/holidays will be in the following order:

- by **crew** classification and qualifications, then by seniority from the Interest Sheet.
- by classification and qualifications, then by seniority from the Interest Sheet asking from the top (most senior) and forcing from the bottom (least senior).
- by **crew** classification and qualifications, then by seniority from those not on the Interest Sheet.
- by classification and qualifications, then by seniority from those not on the Interest Sheet asking from the top (most senior) and forcing from the bottom (least senior).
- If an employee indicates they are unavailable for Saturday the employee is also disqualified for Sunday.

3.02g(2)b Equipment Services Call Back. For call back, other than a general emergency, order of call back for employees not on vacation or sick on a weekday (a new day begins at midnight) and all employees on weekends/holidays will be in the following order:

- by employee seniority with the required qualifications/experience/normal work assignment (e.g.: marine welding, ferry mechanical, heavy truck, auto, etc.).

3.02g(3) General Emergency – 12-Hour Shifts. When a general emergency has been determined, management and crew leaders will establish staffing for the general emergency and move to 12-hour shifts. Employees are assigned to work one of two 12-hour shifts on an annual basis. For transition purposes, staff currently working will, based on the requirements to accomplish the work:

1. be released from duty before the end of their normal shift with pay for the regularly scheduled shift, or
2. be retained through their assigned emergency 12-hour shift, or
3. work through their normal shift (or beyond) and then be recalled to their emergency 12-hour assigned shift if the need continues.

At the end of a general emergency, employees shall revert to eight (or ten) hours of work on weekdays and on weekends and holidays, work will end upon completion of the emergency work.

During periods of extreme weather and other such emergencies, employees in the M & O and Equipment Services Divisions who are on vacation and desire to come into work shall be paid the same rates of pay as during a normal work day.

3.02h Overtime for <1.0 FTE's. Less than 1.0 budgeted FTE do not get overtime for working over their normal scheduled workday, but for working over eight (8) hours in a day or their scheduled work day whichever is greater, or forty (40) hours in a week.

3.02i Sheriff's Office. Overtime will be distributed as equally as possible within the Sheriff's Office, however, all overtime will be assigned through the Sheriff's Office based on County needs and employee qualifications.

3.02i(1) Outside Maintenance Coordinators. Overtime shall be distributed as equally as possible each calendar year, starting with the most senior Coordinator and rotating to the next senior Coordinator for the next overtime opportunity. If no Coordinators elect the overtime opportunity in rotation, then the least senior available Coordinator will be ordered in.

3.02i(1)a Extended Overtime. Outside Maintenance Coordinators required to work on overtime for an extended period shall be entitled to a minimum of eight (8) hours' time off before returning to duty.

3.03 Compensatory Time. The provisions of the contract requiring one and one-half times the regular rate of pay do not apply to any employee who requests and is granted compensatory time off in lieu of overtime pay. Compensatory time may not be imposed by the Employer in lieu of overtime pay upon any employee who has not so requested such compensatory time. Compensatory time is accrued at the appropriate overtime rate for each hour of overtime worked. Employees requesting compensatory time in lieu of assigned overtime pay shall have such request granted up to a maximum of twenty-four (24) compensatory hours per calendar year. Additional compensatory time may be mutually agreed to, but an employee may accrue no more than a maximum of eighty (80) hours of compensatory time at any one time. Overtime pay and compensatory time cannot be requested for hours worked in the same day (ex: four (4) overtime hours worked – employee may not request two (2) hours of overtime pay and two (2) hours of compensatory time). By mutual agreement, an employee may cash out accrued compensatory time at the end of each calendar year. An employee will be allowed to use the comp time within a reasonable period and after making a request, so long as such use does not unduly disrupt the operations of the County. Accrued compensatory time is paid to an employee at the regular rate earned by the employee at the time employee receives such payment.

3.03a Parks. All employees except Park Rangers, Conservation and Park Steward, Park Attendant and Maintenance Worker II positions shall be subject to the compensatory time provision listed in section 3.03 (Compensatory Time) above. See section 3.02e (Parks Department Overtime Exception) for identified Park positions compensatory time language.

3.04 Working Days Not Part of Normal Schedule. Work performed on a Saturday shall be paid at the rate of time and one-half, and work performed on Sunday shall be paid at the rate of double-time, only if those days are not part of the employee's normal work schedule, except as follows:

3.04a Facilities Management Scheduling. It is understood and agreed that there may be certain normal work schedules for Facilities Management which start

on a Friday of a week and end on a Saturday; the normal shift starts between 5:00 p.m. and 5:30 p.m. It is further understood and agreed that when such schedules are utilized that the shifts which start on Friday but which end on Saturday a.m. shall be paid at straight time and shall be considered a Friday shift; provided that such shifts do not start after 6:00 p.m. Friday. Except as provided above, both scheduled and unscheduled overtime shall be paid in accordance with section 3.02 (Overtime). All other applicable overtime provisions of section 3.02 (Overtime) shall apply.

3.05 Response After Hours.

3.05a Call Back.

3.05a(1) Following Completion of Shift. Employees called back following completion of a shift shall be guaranteed three (3) hours at the appropriate overtime rate. Call back occurs when an employee leaves work after a regular working day and is subsequently requested to return.

3.05a(2) On Saturday, Sunday or Holiday. Employees called back to duty on a Saturday, Sunday or holiday shall be guaranteed four (4) hours pay at the overtime rate listed in section 3.04 (Working Days not Part of Normal Schedule) and section 15.04 (Pay for Work Performed on Holidays). If work extends beyond four (4) hours, the employee shall be paid the actual hours worked at the overtime rate.

3.05a(3) On Vacation. Employees called back from vacation shall be guaranteed four (4) hours at the rate of time and one-half, or double time if on a Sunday or Holiday, and return of the vacation day.

3.05a(4) M & O and Equipment Services. Employees in the Public Works M & O and Equipment Services Divisions will be paid call back pay for emergency call outs for sign replacement or road block removal (fallen trees or mudslides) in the amount of three (3) hours guarantee at the overtime rate rather than four (4) hours as outlined above in Sections 3.05a(2) (On Saturday, Sunday or Holiday) and 3.05a(3) (On Vacation). When Public Works M & O and Equipment Services employees are notified at least ten (10) hours in advance that they are to report at a different time, such employees shall be paid in accordance with section 3.07 (Work Outside of Normal Hours).

3.05a(5) Crew Leader Emergency Response. Crew Leaders assigned to a weekly on-call rotation will be paid an emergency response stipend when required to respond in person to an emergency. The stipend will be equal to 1.5 times their regular hourly rate for all hours worked outside their regular work schedule in excess of three (3) hours in a work week. Crew Leaders not on pager duty and directed by their Supervisor to respond in person will also be entitled to the same emergency response stipend. This emergency response stipend does not apply when Crew Leaders are assigned to 12-hour shifts under Section 3.02g(3).

3.05b Telephonic Response. Employees authorized by their department head or designee to telephonically respond remotely to emergencies between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half.

3.05c Electronic Response. Employees required by their department head or designee to remotely respond electronically to expected emails, voicemails, alerts, or other notifications after normal work hours shall receive pay at time and one half only if the time involved with each instance is more than incidental (i.e.: exceeds 7.5 minutes).

3.05d Pagers and Cell Phones. Designated Sign Crew, Fire Inspectors, Information Technology, M & O Team Leaders, Road & Shop Crew Leaders, Pt. Roberts Maintenance Worker, Facilities Maintenance, Sheriff ID Technicians assigned to Evidence, and such other staff as required by the County to carry a pager or cell phone and be promptly available for service after normal work hours on a regularly scheduled basis shall be paid as listed in Addendum A (Position Title Index) so long as they are designated to perform such duties. Employees so designated need to be readily available to respond to emergencies. The parties agree for comparability purposes this collective bargaining agreement provides such premium to employees as an element of wages.

3.06 Split Shifts. No employee covered by this Agreement shall be required to work a split shift. This section does not apply when section 3.02g(3) (General Emergency – 12 hour shifts) is applied.

3.07 Work Outside of Normal Hours. Shifts established which require work beyond 6:00 p.m. will have a premium of seventy – five cents (\$0.75) per hour for all hours worked after 6:00 p.m. and before 7:00 a.m.; provided, that when working a ten (10) hour shift, the premium shall be paid for all hours worked after 6:00 p.m. and before 6:00 a.m. This clause shall not apply to Adult Probation Officers, Planners, Park Rangers, Conservation and Parks Steward, Park Attendant and Maintenance Worker II positions. The parties agree for comparability purposes this collective bargaining agreement provides a premium to Juvenile Detention Officers and Custodians as an element of wages.

3.07a Juvenile Detention. Juvenile Detention Officers working 12-hour shifts are paid at the appropriate sub-range which includes all compensation for work outside of normal hours.

3.08 Working Out of Classification. When an employee is temporarily assigned by his or her department head or designee to higher-level duties of a higher-paid classification, and performs the work without supervision e.g., for vacation and/or sick leave fill-in purposes – not training, the employee shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour, or one dollar and seventy-five cents

(\$1.75) per hour if the higher-level duties of a higher-paid classification worked is three or more ranges higher for any hours actually worked in such classification.

3.08a Temporary Assignment. When an employee is temporarily assigned the duties of a lower position, there shall be no reduction in pay.

3.08b Work Outside the Bargaining Unit. When an employee is assigned higher level duties of a higher paid classification outside of this labor agreement, the County and Union will address additional out of class premiums on an individual basis.

3.09 Absence or Tardiness Due to Adverse Weather. Employee absence from work or tardiness due to inability to report for work because of severe inclement weather shall be charged in the following order:

1. Flex time per Section 3.01d (Flex Time)
2. Any accrued compensatory time,
3. Any accrued vacation leave,
4. Personal Holiday,
5. Leave without pay,

An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the Payroll Office is notified before the payroll cut-off date.

3.10 Juvenile Detention Shift Bidding. Vacant shifts are bid by seniority and position title, except to facilitate the County's need to maintain a ratio of male to female staff. Employees may be temporarily assigned to another shift to facilitate training or for monitoring of performance.

3.11 Jail Clerk III Shifts. Jail Clerk IIIs shall rotate shifts amongst themselves every twelve months provided it may be more frequent dependent upon the needs of the Sheriff's Office.

ARTICLE 4 - LUNCH AND REST BREAKS

4.01 Work Breaks. Employees who are not "required" to work by their supervisor during a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Rest and lunch breaks may be intermittent as permitted by law. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or work week.

4.01a Rest Break. All employees covered by this Agreement shall be allowed a paid rest break (coffee break) of fifteen (15) minutes approximately halfway through the first and second half of each shift.

4.01b Lunch Break. An unpaid lunch break of not less than thirty (30) minutes nor more than sixty (60) minutes shall be allowed and begin no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law.

4.02 Meals During Custodial Care. Employees required to remain on duty in order to maintain judicial custodial care of persons in their direct charge in Juvenile Detention or off site with a work crew, shall be permitted to observe a thirty (30) minute lunch while on County time provided there is no relief provided to permit the employee a duty free lunch.

4.03 Custodian Lunch Break. Custodians who regularly work the “night shift” schedule and whose responsibilities do not require them to be available for public and departmental requests will be allowed, upon request, to forfeit their unpaid thirty (30) minute lunch period and in its stead use their two (2) paid fifteen (15) minute rest breaks as the lunch period as long as:

- a. When a “night shift” work schedule is utilized, it is agreed that eight (8) hours including lunch time (rest breaks) will be paid at the straight time hourly rate.
- b. The only break from work will be the lunch period as stated in this section 4.03
- c. Working continuously does not cause safety issues, such as increased incidence of injury.
- d. During shifts when power equipment will be used continuously, such as carpet cleaning and floor buffing, the hours of work shall revert to normal contract provisions.

4.03a No Increase to Compensation Costs. Section 4.03 (Custodian Lunch Break) must not increase the County’s compensation costs directly, indirectly or incidentally.

4.03b Cancellation Waiver. Both parties reserve the right to cancel the application of Section 4.03 regarding Custodian Lunch Breaks at any time following a fourteen (14) day written notice, or immediately if any determination is received to indicate that this waiver is unlawful or held to be invalid.

4.04 Facilities Maintenance Lunch Break. Due to the nature of the work performed, Facilities Maintenance employees working a shift between the hours of 7:00 a.m. and 5:00 p.m. shall combine their paid rest breaks with an unpaid thirty minute lunch break near the middle of the workday.

- a. During shifts when certain types of equipment or work could be dangerous to perform without a break, an employee returning from an injury, an

employee suffering from a chronic injury, or other reason which does not allow for continuous work without a break, the parties agree to adhere to the work break language in Section 4.01 (Work Breaks).

b. Instances involving an injury will require appropriate doctor certification.

4.04a No Increase to Compensation Costs. Section 4.04 (Facilities Maintenance Lunch Break) must not increase the County's compensation costs directly, indirectly or incidentally.

4.04b Cancellation Waiver. Both parties reserve the right to cancel the application of Section 4.04 (Facilities Maintenance Lunch Break) regarding facilities maintenance lunch breaks at any time following a fourteen (14) day written notice, or immediately if any determination is received to indicate that this waiver is unlawful or held to be invalid.

ARTICLE 5 - SENIORITY

5.01 Definitions.

5.01a County Seniority. County Seniority is defined as the length of continuous regular service in the employ of Whatcom County.

5.01b Bargaining Unit Seniority. Bargaining Unit Seniority is defined as the length of continuous regular service within the bargaining unit covered by this Agreement.

5.01c Department Seniority. Department Seniority is defined as the length of continuous regular service in a department covered by this Agreement.

5.01d Division Seniority. Division Seniority is defined as the length of continuous regular service in a division within a department covered by this Agreement.

Department

Administrative Services

Assessor

Auditor

Council

District Court

Division

Facilities Management

Finance

Information Technology

Appraiser

Clerical and all others

Elections

Recording

Licensing

Clerical (Hearing Examiner only)

Clerical and all others

District Court Probation	Probation Officers Clerical and all others
Executive	EMS Systems Administrator
Health	Health Professionals Clerical
Parks & Recreation	None
Planning & Development Services	Professional Clerical and all others
Prosecuting Attorney	Investigators Clerical and all others
Public Defender	Investigators Clerical and all others
Public Works	Administration (PW Administration, Accounting Staff, and all others) Engineering (Bridge & Hydraulic, Design & Construction, Engineering Services, River & Flood) Central Shop (M & O, Equipment Services) Stormwater and Natural Resources
Sheriff	Outside Maintenance Coordinators Division of Emergency Management Clerical and all others
Superior Court	Probation Officers Juvenile Detention Officers Clerical and all others
Treasurer	Clerical and all others
WSU Extension	Clerical

5.02 Seniority Following Transfer to Another Department/Division. An employee who transfers from one seniority unit (department or division) to another at the employee's own request shall lose all seniority in the original department/division and the date of transfer to the new department/division is the employee's new seniority date for purposes of vacation selection, layoff, promotions, etc., within the new seniority unit. Seniority for vacation accrual shall be based on the employee's County seniority date.

5.03 Dovetailing of Seniority Following Merger/Consolidation. In the event of a merger or consolidation of operations covered by this Agreement, the seniority of bargaining unit employees affected by the merger or consolidation shall be dovetailed based on most recent hire date with the County.

5.04 Loss of Seniority. Seniority and the employment relationship shall be terminated when the employee quits; is discharged; is absent from work without notifying his/her supervisor; is on layoff and fails to report for work to the position from which the employee was laid off; does not report for work at the end of an authorized leave without prior approval; is laid off for a period in excess of three hundred ninety-five (395) calendar days.

5.05 Transfer to Position Outside Bargaining Unit. Non-probationary employees who transfer to work for the County in a capacity not within the jurisdiction of this Agreement shall maintain their seniority status in the bargaining unit for a period of six months. Employees returning to the bargaining unit within such six-month period will be reassigned the seniority date they held when they accepted the transfer. Employees returning to the bargaining unit after such six-month period will take the date of return to the bargaining unit as their seniority date.

ARTICLE 6 – LAYOFF & RECALL

6.01 Layoffs. In the event the County decides that layoffs are necessary, it is agreed that management will identify the position title to be cut.

6.01a Bumping. The junior full time or part time employee(s) within the position title will then be notified of the layoff. If any such employee is senior to another employee holding a different position title, which is higher or lower in rank within the department, except Public Works, which shall be by Division, and if the laid-off employee is qualified to fill such other position title held by the junior employee within a department, the senior employee may exercise seniority rights to "bump" the junior employee.

6.01b Notice. The County will make a good faith effort to provide thirty (30) days' notice to employees initially selected for layoff due to reduction in force. This notice provision does not apply to employees who are laid off as a result of bumping.

6.01c Divisions. The following shall apply to the interpretation and application of section 6.01 (Layoffs) above:

Department
Public Works

Division

Administration (PW Administration, Accounting Staff, and all others)
Engineering (Bridge and Hydraulic, Design and Construction, Engineering Services, and River and Flood)
Central Shop (M & O, Equipment Services)
Stormwater and Natural Resources

6.01d Seniority Accrual. Employees on layoff status shall continue to accrue seniority during a three hundred ninety-five (395) calendar day period.

6.01e Return to Original Department/Division. Laid off employees accepting positions in a department, except Public Works which shall be by division, other than their current department/division shall have the opportunity of transferring back to their original department/division in seniority order as openings occur within three hundred ninety-five (395) calendar days from layoff.

6.01f Bumping Rights. In the event of a layoff, employees may exercise their bargaining unit seniority to bump into positions held by junior employees in the seniority unit they last moved from, if any, provided:

- (1) The employee is qualified to fill the vacant position;
- (2) The employee is the senior person among those in all seniority units given notice of layoff;
- (3) The employee satisfactorily completes a six (6) calendar month probation period.

6.01g Step Placement. Employees bumping to a lower range will maintain at least their current rate of pay for the first sixty (60) days. After sixty (60) days, if their current rate of pay is above the top step of the range they are bumping into, their rate of pay will decrease to the top step of the range they are bumping into otherwise, employees bumping to a lower range will be placed in a step which pays them at least equal to the amount they are receiving before they bump. Employees bumping to a higher range will go to the step in the range which affords them a rate of pay at least equal to the amount they are receiving and no less than entry step. No bumping activity will be considered a promotion or reclassification and there will be no percentage increase tied to any bumping activity.

6.01h Sheriff's Office. The provisions of Article 6 (Layoff and Recall) shall not apply to Sheriff's Office employees in positions that are subject to the Whatcom County Civil Service Rules.

6.02 Recall. Employees with recall rights covered by this Agreement who have been on layoff shall be afforded the opportunity of returning to work in any department covered by this Agreement prior to vacancies being opened to the public, provided:

- (1) All members who had been laid off in the respective seniority unit have either been recalled to work or have refused to accept a vacant position which was offered them;
- (2) The employee is qualified to fill the vacant position;
- (3) The employee is the senior applicant among those who have applied for the vacant position;

(4) The employee satisfactorily completes a probation period per section 7.03b (Probation Periods).

6.02a Notice of Recall. A laid off employee and the Union shall be given written notice of recall by email. Upon written request by an employee, the County will provide notice of recall by U.S. mail. Such employee must respond by phone to such notice within three (3) working days after receipt of the emailed letter, and report to work as directed. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights. Proof of sent email or mailing shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

ARTICLE 7 – JOB ASSIGNMENTS, POSTINGS, AND OPENINGS

7.01 Job Assignments. Employees shall be given work assignments or re-assignments by their supervisor within the employee's respective Addendum A position title. When necessitated by business needs, the County shall, in making work assignments or re-assignments, consider employee seniority, qualifications, abilities and preference. Where two or more employees have equal qualifications and abilities the employee with the greatest seniority in the Addendum A position title within their department, except Public Works, which shall be by division, shall be offered the assignment. If the senior employee declines the offer, the assignment shall be offered to the next senior employee, and so on, until accepted or until reaching the least senior employee identified, who shall be given the assignment.

7.02 Job Postings. When vacancies or new jobs occur in positions covered by this Agreement, the County shall post the position and specific details on the County's internal website for six (6) working days prior to posting on the external website. All Departments will have a designated contact. Department contacts shall subscribe to receive immediate notifications of vacancies and will distribute notifications via bulletin board posting. Employees may also subscribe to receive immediate notification via email at the time the posting is published. Upon Union approval, the County will post positions simultaneously internally and externally. Qualified internal applicants will receive first consideration before any external candidate. Job descriptions for posted positions will be available online.

7.02a Job Postings Outside Bargaining Unit. Bargaining unit employees who wish to apply for a position outside this bargaining unit before it is advertised to the public may do so by the posted closing date. Applications will be reviewed only if there are no current, eligible and qualified applicants within the unit where the vacancy exists. The County, at its sole discretion, may or may not select employees for any type of opening, or may proceed with a public posting and include the employees in the employment process. This provision shall only apply to job postings outside the bargaining unit.

7.02b Job Postings for Sheriff's Office Staff. The provisions of section 7.02 (Job Postings) shall not apply to Sheriff's Office staff in positions that are subject to Whatcom County Civil Service Rules.

7.03 Openings. Employees shall be afforded an opportunity to apply for any different posted Addendum "A" position from which he or she may currently occupy. For any posted opening occurring in a different department (except by division for Public Works) employees shall have an opportunity to apply. Openings shall be offered to qualified applicants in seniority order as provided herein. Management at its discretion shall select supervisors.

A new employee is eligible to apply for vacancies outside their department after six (6) months of employment and having achieved at least "meets job requirements" on all performance elements. All employees are eligible to apply for vacancies within their department at any time.

7.03a Qualified Applicants. Qualified applicants for open positions will be considered in the following order before outside candidates are considered:

- (1) employees within the applicable seniority unit (department);
- (2) employees in the seniority unit (department) who are on layoff and have recall rights at the time the position is posted;
- (3) the remainder of the bargaining unit, including any employees outside the seniority unit who are on layoff who have recall rights at the time the position is posted.

7.03b Probation Periods. A reasonable probation shall be as listed below and will be extended by total number of days absent from County facilities for any non-County reason including workers' compensation, FMLA absences or other absences:

- 1) new hires shall serve a probation period of six (6) months or up to twelve (12) months for positions with cyclical duties in order to be evaluated in all job functions
- 2) positions without cyclical duties:
 - a. four (4) months for transfers and promotions,
 - b. six (6) months for lead/supervisory,
 - c. six (6) months for recalled employees
- 3) positions with cyclical duties:
 - a. four (4) up to twelve (12) months for transfers and promotions,
 - b. six (6) up to twelve (12) months for lead/supervisory,
 - c. six (6) up to twelve (12) months for recalled employees
- 4) successful completion of initial attendance at an Academy for Juvenile Detention and Juvenile Probation Officers, but not less than six (6) nor more than twelve (12) months

- 5) not less than twelve (12) months for District Court and District Court Probation positions, except District Court Probation Officer positions which must also successfully complete initial attendance at an Academy
- 6) fifteen (15) months for new hires to Sheriff's Office Civil Service positions. Twelve (12) months for internal transfer between different Civil Service positions in the Sheriff's Office.

7.03b(1) Return Rights. A transferred or promoted employee may return to their former existing position for the longer of twenty-eight (28) calendar days following their first day, or the date their former position is posted to be filled, but no longer than the probation of their new position. Returning employees retain prior seniority. The County does not guarantee return to the same assignments.

7.03b(2) Probationary Period Extensions. Probationary periods can be extended for up to six (6) months with mutual agreement by the Union and the County provided the Union is notified at least ten (10) calendar days prior to the end of the probationary period.

7.03c Openings in Public Works. Within the Public Works department, vacancies shall be filled with the following considerations:

(1) The opening shall first be offered to qualified applicants of the work units within the Division in **Division** seniority order.

(2) If not filled from within the Division the opening shall next be offered to qualified applicants within the Department in **Department** seniority order.

(3) If not filled from within the Department, the opening shall next be offered to qualified applicants within the bargaining unit in **County** seniority.

7.03d Certification in M & O and Equipment Services. Employees holding positions within M & O and Equipment Services which require specialized certification, test or license as identified by the County in order to perform the function, shall, when the certification is obtained, be placed in an appropriate sub-range. Identified positions requiring specialized certification, test or license are as follows: arborist (1 position), Crane Operator (2 positions) and bridge inspection (2 positions). Employees appointed to any of the aforementioned positions shall not laterally transfer within two (2) years of appointment or certification, whichever is later. Crane Operators added under this section shall be credited for any time worked for purposes of the lateral transfer restriction above.

7.03e Openings for Juvenile Probation Officers. The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply to probation officers in Juvenile. In the case of an opening for a probation officer position, Juvenile

Court will consider qualified internal applicants from Juvenile Court before interviewing applicants outside the Department.

7.03f Openings for District Court and Probation Staff. The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply to District Court and Probation staff. Notwithstanding any other provisions of this Agreement, District Court and Probation staff are screened and recommended for hire to the Judges by the District Court & Probation Administrator. District Court and Probation employees are on a probationary period with the department pursuant to Section 7.03b (Probation Periods). Whether the probationary period shall be extended or regular status attained at the end of the probationary period must be agreed on by the employee, the Administrator, and the presiding Judge. The nature of service provided by Probation Officers requires them to have their home phone numbers available to cooperating agencies, as directed, attend after-hours functions and/or perform after-hours Officer services, as authorized.

7.03g Definition of Supervisor. For purposes of Section 7.03b (Probation Periods), supervisory positions are defined to be those positions which directly supervise employees with responsibility for quality and quantity of work, methods and performance evaluations. Also responsible for or makes recommendations on discipline, promotions, hiring, salary changes, terminations and budgets.

7.03h Openings for Sheriff's Office Staff. The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply in positions that are subject to the Whatcom County Civil Service Rules. In the case of openings in such positions, the Sheriff's Office will consider qualified internal applicants from the Sheriff's Office before considering applicants from this Agreement or outside this Agreement at the Sheriff's discretion. Matters pertaining to promotional exams are covered by the Civil Service Rules.

7.04 Opening Vacancies to Bargaining Unit Employees Before the General Public. When a vacancy occurs in the bargaining unit covered by this Agreement, the County will attempt to first fill the position with a qualified applicant from within the bargaining unit before the position is opened to the public.

7.05 Provisional Appointments. The County may, at its sole discretion, make provisional appointments to an appropriate range, for employees not fully meeting all requirements and qualifications provided such provisional appointment shall be in writing with a copy to the Union.

7.06 Employee Applications. The County agrees that the Union may advance proof, for any employee applying for a posted position, that said employee's education, experience or training meets the County's qualifications and provides them the skills, knowledge and abilities required to perform the duties of the position. The County shall be the judge of employee qualifications and abilities.

7.07 Ability to Cross Border. Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian Border.

7.07a Employees on Payroll on July 8, 2008. In the event U.S. employees employed on July 8, 2008 are required to provide documents crossing the border where the cost to the employee would exceed fifty dollars (\$50) the County and Union agree to meet and bargain the impact on employees. If an employee employed on July 8, 2008 is unable to maintain his/her ability to cross the border, the County and the Union agree to meet and bargain the impact on said employee(s), if necessary.

7.08 Driver's License. Employees must maintain a valid Washington State driver's license and required endorsements if they are assigned to a position which requires driving. If an employee is unable to maintain his/her ability to legally drive, the County and the Union agree to meet and bargain the impact on said employee(s), if necessary. The County reserves the right to review driver's license status on a periodic basis.

ARTICLE 8 - HEALTH AND WELFARE BENEFITS

8.01 Eligibility Criteria. The County agrees to make contributions into the Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all full time and part time employees covered by this Agreement who are regularly scheduled to work and compensated at least eighty (80) hours per month, who are not section 1.01a (Exclusions) employees. Eligibility and contributions for employees newly employed with the County begins on the first of the month following eighty (80) compensated hours in one (1) calendar month of employment. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under Washington Teamsters Welfare Trust Plans. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave or income resulting from industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage pursuant to the Trust. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Benefits shall include the employee, spouse and dependent children in accordance with the Washington Teamsters Welfare Trust Plans.

8.01a Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

8.02 Trust Terms. The County agrees to be bound by the terms of the Trustees of the Trust Funds as required by section 8.01 (Eligibility Criteria).

8.03 Health & Welfare. The County agrees to make monthly contributions towards the following plans:

- a) **Medical.** – Washington Teamster Welfare Trust Plan “B”.
- b) **Dental.** – Washington Teamsters Welfare Trust Dental Plan “B”.
- c) **Vision.** – Washington Teamsters Welfare Trust Extended Benefit Plan.
- d) **Life.** – life insurance through a carrier to be selected by the County for one year’s base salary to a maximum of \$50,000.
- e) **Waiver of Contributions.** – Washington Teamsters Welfare Trust Employee 9-month Disability Waiver of Contributions Extension.
- f) **Plan D Time Loss** – Washington Teamsters Welfare Trust Employee \$100 per week time loss.

8.04 Maintenance of Benefits

8.04a Medical Contributions

8.04a(1) County Contribution. For Plan Year 2019, based on the preceding month’s hours, the County shall pay the monthly premium cost of \$1,232.50 to fund the Washington Teamster Welfare Trust Plan “B” and optional Plan “D” Time Loss Plan.

For Plan year 2020, the County shall pay the actual monthly premium cost or up to \$1,313.00, whichever is less.

8.04a(2) Employee Contribution. Should funds designated in section 8.04a(1) (County Contribution) not be adequate to cover the full contribution for Medical Plan B and the optional Time Loss Plan D, payment via payroll deductions 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. The Union may give the County 60 days’ notice to drop Time Loss Plan D to reduce the amount of any employee obligation.

8.04a(3) Employee Failure to Make Contributions During Absence. In the event an employee is a beneficiary of Section 8.03, Health and Welfare, without compensable hours, and the employee has not written a check to reimburse the County per Section 8.04a(2) during their absence, such amount shall also be repaid to the County as provided in Section 8.04a(2).

8.04b Dental, Vision, Life, and Waiver of Contribution. The County agrees to pay the appropriate monthly contribution amount necessary to provide the

benefits listed in sections 8.03 b), c), d), and e) (Dental, Vision, Life and Waiver of Contributions) during the life of this Agreement.

8.05 Non-Trust Plans. The County agrees that all information regarding provisions and costs of plans not covered by Teamsters through Federal Taft Hartley Trust Funds shall be made available to the Union within one (1) calendar month of written request from the Union.

8.06 Flex 125. All bargaining unit employees are eligible to enroll in the County's Flexible Spending Account Plan (Flex 125).

8.07 Medical Advisory Committee. When the County convenes the Medical Advisory Committee, a union representative and one (1) bargaining unit member, designated by the union, shall be afforded the opportunity to attend the Medical Advisory Committee.

8.08 Re-Opener. Upon 30 days' notice to the County, the Union may open the provisions of this Article 8 (Health & Welfare Benefits) for the purposes of substituting alternative benefit plans or programs for the ones contained in this Article 8 (Health & Welfare). It is agreed that the County shall not incur any additional cost or liability either directly or indirectly by virtue of any substitution of plan or program. Except for the foregoing limit on County liability and cost, the County will not unreasonably withhold its agreement.

ARTICLE 9 - SICK LEAVE

9.01 Eligibility Criteria. To be eligible to accrue sick leave as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave. Employees must be compensated for eighty (80) hours in a calendar month to receive sick leave accruals as outlined in 9.02 (Accrual Rate). Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

9.01a Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

9.02 Accrual Rate. Sick leave shall accrue to all full-time and part-time employees based on their currently assigned, but no more than their budgeted full-time equivalency (FTE), 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. For new hires, sick leave accruals shall begin the first of the month following eighty (80) compensated hours in one (1) calendar month. However, in no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked.

9.02a 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.

9.02b Layoff Impact on Accrual. If an employee is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave accrual at the time of layoff, minus any cashout, shall be made available to the employee and additional days shall accrue from the first month the employee returns to work.

9.02c Maximum Accrual. An employee, who has accrued nine hundred and sixty (960) hours of sick leave on December 31 of any year, shall be allowed to accrue up to one thousand and fifty-six (1,056) hours of sick leave during the year immediately subsequent. 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 last pay period of any calendar year.

9.03 Sick Leave Usage. Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the employee or for any other purpose in accordance with law. An employee may use sick leave to care for the child of the employee, or a dependent child as defined by law, with a health condition that requires treatment or supervision or for the care of an employee's spouse, State registered domestic partner, registered spousal equivalent (40 hour maximum), parent, parent-in-law or grandparent with a serious health condition or an emergency condition or for any other purpose in accordance with law. Family members are as defined by RCW 49.46.210(2). Use of sick leave other than the purposes outlined by law may result in disciplinary action.

9.03a Verification For absences exceeding three (3) consecutive work days, the County may request an employee provide verification that the use of paid sick leave is for an authorized purpose and the employee shall provide verification to the County's Human Resource Division no later than ten (10) work days following the date the request was made. Such requests shall be in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

9.03b Notification to Supervisor. It is the employee's responsibility to provide reasonable notice to their supervisor of their inability to work prior to the beginning of the work day or as early as practicable.

9.03c Registering Spousal Equivalents. Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize accrued sick leave.

9.03d Leave Sharing Program. Employees may voluntarily donate up to twenty-four (24) hours of sick leave accruals and up to twenty-four (24) hours of vacation leave accruals each year to employees eligible to receive leave donations

under the County's Leave Sharing Program. This section is not subject to the grievance procedure.

9.03e 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) shall receive a contribution to their 457 deferred compensation plan based on a portion of additional hours accrued during the year. The excess sick leave contribution is calculated based on hours accrued (to a maximum of 48) minus hours used, multiplied by 25%, and multiplied by the hourly rate at year end. Hours used in this calculation are no longer available to the participant. Employees eligible for a contribution must be enrolled in a deferred compensation plan prior to February 1 to receive the contribution or the excess sick leave will be forfeited.

9.04 Separation Cashout. An employee with three (3) or more years of current continuous employment with the County shall be entitled to cashout upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 8.01 (Eligibility Criteria).

9.04a Employees Hired Before May 15, 1984. An employee hired before May 15, 1984, with three (3) or more years of current continuous employment with the County shall be entitled to cashout upon termination in the amount of fifty percent (50%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; provided further, that this section shall not apply to any employee terminated for cause.

ARTICLE 10 - LEAVES

10.01 Family Leave. The County 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 eligible for statutory leave (i.e. FMLA, Washington Family Leave Laws, etc.) shall use all accrued paid vacation and personal holiday leave available concurrent with any claimed statutory leave, consistent with applicable statute, except Workers' Compensation per section 10.08. At the employee's option, they may retain up to forty (40) hours of accrued leave.

Employees who have not used a total of four hundred eighty (480) hours (pro-rated based on FTE) of statutory leave (paid or unpaid) during County employment, will not be required to use accrued vacation time and personal holiday leave before using unpaid FMLA leave.

10.01a Physician Certifications. The County may require physician

certifications in accordance with state and federal guidelines.

10.02 Maternity/Disability Leave. Sick leave shall include time off for maternity/disability leave. In the event sick leave is exhausted before the employee returns to work, any vacation or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County. If leave pursuant to this provision would also qualify as leave under any federal or state laws, including the Federal Family and Medical Leave Act or any applicable Washington state laws, the period of leave will apply toward the employee's entitlement to leave under any applicable laws consistent with Article 10 (Leaves). 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.

10.03 Paternity Leave. Pursuant to applicable laws, sick leave is available for use by an employee at the time of delivery of a child and during the childbirth disability period of their legal spouse.

10.04 Jury Duty. When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the department head upon receipt of such call and if taken from work for such service, shall be reimbursed as provided herein for any loss in wages while performing such service so long as the employee has documented jury duty on their timesheet; provided that there shall be deducted from the wages of such employee an amount equal to the amount such employee received for jury duty.

10.05 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 Whatcom County or is in connection with a matter in which Whatcom County is a party.

10.06 Bereavement Leave. If an employee suffers a death of a spouse, State registered domestic partner, child or parent of the employee or the employee's spouse (including step), the employee shall be allowed up to five (5) days (not to exceed 40 hours) off without loss in pay and three (3) days off without loss in pay for the death of other immediate family members. Other immediate family is defined to be: registered spousal equivalent, or brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse, (including step). Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave. 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 of paid time off to attend the funeral or memorial if not covered as "other immediate family".

For the purposes of bereavement leave only, a "day" is defined as the number of hours an employee is assigned to work for the requested days off. Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits

based on their current assignment, but no more than their budgeted full-time equivalency. Additional days off using accrued vacation, personal holiday, comp time, or leave without pay may also be requested.

10.07 Military Leave. Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. Employees must immediately notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job.

10.08 Workers' Compensation. Employees who are unable to perform the work of their Addendum A position due to a work-related injury or illness shall have rights to their Addendum A position or its equivalent rate of pay for up to three hundred and sixty-five (365) days from the date of the injury/illness or their last work day prior to receiving work restrictions. During such absence, employees shall continue to accrue seniority. Any employee absent due to illness/injury who returns to work in their job of injury, including modified duty, will be credited for length of return time within the 365 calendar day limit if the employee must go back on disability for the same injury/illness. It shall be the employee's option to use sick or vacation leave to supplement industrial time loss compensation; however, in no event, shall the employee receive a total weekly compensation which would have exceeded their historic straight-time income.

10.09 Off-the-Job Injury/Illness. Employees injured or ill off-the-job shall be afforded return rights for one hundred and eighty-three (183) consecutive calendar days from the date of injury or illness or until expiration of accruals. This period shall include statutory leave rights.

ARTICLE 11 - UNEMPLOYMENT COMPENSATION

The County agrees to provide unemployment compensation for any employee covered by this Agreement who may be laid off for any reason, consistent with the laws of the State of Washington and the rules and regulations of the Employment Security Department.

ARTICLE 12 – STATE PAID FAMILY AND MEDICAL LEAVE PROGRAM

Beginning January 1, 2020, eligible 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 County and the employee pursuant to the premium rates established by RCW 50A.04.115.

ARTICLES 13 – 14 – HELD IN RESERVE

ARTICLE 15 - PAID HOLIDAYS

15.01 Eligibility Criteria. All full-time and part-time employees regularly scheduled to work at least eighty (80) hours per month shall be entitled to paid holidays (eight (8) hours per occurrence). 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.

15.01a 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.

15.01b Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

15.02 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
Independence Day	Christmas Day
Labor Day	Personal Holiday

15.02a 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.

15.03 State Requirement. Employees who are required to work, because state law requires an office to remain open on the December 24th County holiday observance, shall receive two (2) days' worth of compensatory time (hour for hour), in lieu of premium pay. The two (2) days off are to be taken at a time mutually agreeable between the employee and the employee's supervisor.

15.04 Pay for Work Performed on Holidays. Work performed on a paid holiday shall be paid at the rate of double time plus the employee's regular straight-time holiday pay, except as follows:

15.04a Parks & Recreation and Juvenile Detention. All Parks & Recreation and Juvenile Court detention employees who work on Thanksgiving, Christmas Eve or Christmas Day (the actual holiday, not the County-observed holiday) will be paid the rate of time and one half for all hours worked each of those days between 12:00 a.m. and midnight.

15.05 Juvenile Detention Holidays. Juvenile detention employees shall be paid on a monthly basis after each holiday occurs rather than accrued time off (annual amount = 8 hours X 11 holidays). Personal Holiday may be taken as outlined in section 15.06 (Personal Holiday).

15.06 Personal Holiday. Each full-time employee shall receive one (1) Personal Holiday (eight (8) hours) on January 1 each calendar year which may be taken by the employee upon approval after the employee has notified their supervisor at least one (1) week in advance of the requested holiday. The Personal Holiday must be taken during the year in which it was received. Employees who received a personal holiday on January 1 from another bargaining unit are not entitled to another personal holiday until January 1 of the following year.

15.06a New Hire Eligibility. No employee shall be eligible to receive the Personal Holiday until after completion of 80 compensated hours in three (3) calendar months of employment.

15.06b Employees Appointed to <1.0 FTE. The personal holiday for employees assigned to less than a 1.0 FTE shall be prorated based on their currently assigned, but no more than their budgeted full-time equivalency on January 1 of the calendar year. If an employee working less than full time transfers to a full-time position during the year, the employee will receive a personal holiday in the amount of eight (8) hours on January 1 of the following year.

15.06c Compensation and Use. Personal holidays must be taken during the year earned to receive compensation for this benefit, and cannot be cashed out upon separation. Due to business needs, employees who are not allowed to take their Personal Holiday within the calendar year it is earned, shall take the Personal Holiday in the following calendar year.

15.07 Sheriff's Office 4/10 Holidays. Selected positions may be required to work a 4/10 schedule in order to accommodate the needs of the Sheriff's Office. These positions will accrue holidays at the rate of 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be scheduled as vacation consistent with section 16.03c (Sheriff's Office Scheduling) and 16.03c (1) (Scheduling Limitations), except that employees are required to schedule ten hours of vacation on Thanksgiving, the day before Christmas and Christmas Day.

ARTICLE 16 - VACATION

16.01 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 herein 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. Income

resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

16.01a New Employees. New employees shall be eligible for paid vacation the beginning of the first pay period following completion of six (6) months of service as a regular employee.

16.01b Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

16.02 Accrual. Eligible employees shall accrue vacation on a calendar month basis. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

<u>During the Following Years of Service</u>	<u>Hours of Vacation</u>
0-3 years	8.00 hours
4 years	10.00 hours
5-7 years	11.34 hours
8-9 years	12.00 hours
10 years	13.34 hours
11 years	14.00 hours
12 years	14.67 hours
13 years	15.34 hours
14 years	16.00 hours
15 years	16.67 hours

16.02a 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).

16.02b Monthly Vacation Accrual Anniversary Date. For employees hired on or after January 1, 1994, the first of the month of the employee's anniversary date will be used for vacation accrual purposes.

16.02b(1) Accrual for Employees Hired Prior to January 1, 1994. The monthly vacation accrual for employees hired prior to January 1, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for employees hired prior to January 1, 1994.

16.02c Maximum Accrual. Employees may accrue and carry forward a maximum of 240 hours vacation on December 31 of any year. Unused vacation in

excess of 240 hours shall be forfeited on January 1 of the following year. Employees who have a previously approved vacation cancelled in writing by Management due to a 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.

16.03 Scheduling. Vacations may be taken by the employee at any time during a calendar year following selection from a vacation chart, by seniority. Such vacation chart is to be posted by the department allowing all employees to make selections. Vacation may also be scheduled after seniority vacation bidding on a first-come, first-serve basis as mutually agreed between the employee and his/her department head or designee. Application of seniority shall be separate for each department covered by this Agreement, except in the Public Works Department where seniority shall be separate for each Work Unit of the Department. The Employer reserves the right to restrict the number of employees on vacation at any one time to maintain operational efficiency, provided that such restrictions are reasonably administered.

16.03a Public Works Work Units. There shall be a separate vacation schedule for each Work Unit within Public Works:

Division	Work Unit
• Administration	PW Administration, Accounting Staff
• Engineering	Engineering Administration, Design/Construction, Traffic, Development, Environmental, River & Flood
• Central Shop	M & O, Equipment Services
• Stormwater	Stormwater

16.03b Health Clerical. Requests for leave shall be in writing on a leave request form and must be approved in advance by the employee's supervisor. In the event of conflicts between employee's requests for leave, the employee first requesting leave shall prevail.

16.03c Sheriff's Office Scheduling. Vacations may be bid by seniority, in one-week blocks, two weeks at a time per Sheriff's Office policy/practice. Starting January 1, 2014, vacation may be bid based on anticipated accruals and used as accrued and approved.

16.03c(1) Scheduling Limitation. Employees assigned to Outside Maintenance Coordinator, ID Technician (Evidence) and Clerk III (Jail) may be limited by the Sheriff to not more than one employee off from each area during any one week.

16.04 Annual Cashout by Mutual Agreement. By mutual agreement between the employee, the department head and the Executive or his or her designee, employees shall be allowed to cash out up to forty (40) hours of vacation per year.

16.05 Separation Cashout. When an employee terminates or is terminated, such employee shall receive pay for accrued but unused vacation to the date of severance of employment. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 8.01 (Eligibility Criteria).

16.05a New Employees. When employment is terminated before the end of the initial six months of service, employees shall not receive accrued vacation pay.

ARTICLE 17 - AUTHORIZATION FOR INITIATION FEES & DUES

17.01 Dues Deduction. The County agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized such deductions in writing. The payroll deduction will begin upon hire, or the first pay period following the County's receipt of the authorization form. The County will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees, and amounts to be credited on their behalf.

17.02 Hold Harmless. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

17.03 Revocation. An employee may revoke his or her authorization for payroll deduction of payments by written notice to the Union and to the County. The payroll deduction will end the pay period following the County's receipt of the employee's written notice. The County will forward all employee requests for revocation of dues to the Union upon receipt.

17.04 New Bargaining Unit Members. The County will provide Union representatives reasonable access to meet with new employees covered by this agreement during work time for up to thirty (30) minutes within ninety (90) days of hire for the purpose of presenting Union membership information.

ARTICLE 18 - SALARY SCHEDULE

18.01 Salary Schedules. Employees shall be classified pursuant to Addendum A (Position Title Index) and paid pursuant to Addendum B (Wages), which are a part of this Agreement by reference.

Effective January 1, 2019, each wage step in all ranges of the 2018 hourly matrix shall increase by 2.5%.

Effective the first full pay period of January, 2020, each wage step in all ranges of the 2019 hourly matrix shall increase by 2.0%.

Effective the first full pay period of July, 2020, each wage step in all ranges of the 2020 hourly matrix shall increase by 1.0%

18.01a Step Placement. New employees will generally be placed in the entry level pay step as employees subject to a probationary period as outlined in Section 7.03b (Probation Periods). Provided further, that at the discretion of the department head and, if required, upon approval of the County Executive, an employee may be placed in a higher pay step.

18.01b Step Movement. Each employee will move per Addendum B to the next higher step the first of the month in which the employee's anniversary/step date falls until they reach the top step.

18.01c Contract Minimums. Wage rates as provided for in this Agreement shall be minimums and shall not preclude the payment of wages otherwise authorized by the Executive.

18.02 Performance Evaluation. Forty-five (45) days prior to each employee's anniversary date the department supervisor or department head 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.

a) Any employee receiving an overall job performance evaluation of "needs improvement" or "fails to meet job requirements" shall have forty-five (45) days in which to correct the deficiency noted in said employee's evaluation. Prior to the employee's anniversary date the employee may request in writing a re-evaluation.

b) Subsequent to a favorable job performance evaluation the supervisor or department head shall recommend advancement to the next pay step.

18.02a Evaluation Review. It is agreed that the Head of Human Resources or a designee and a Union representative will annually review the evaluation system for effectiveness.

18.02b Unsatisfactory Evaluation. In the event an employee receives a "fails to meet" or "needs improvement" overall evaluation pursuant to section 18.02a (Performance Evaluation), he/she shall be advised in writing by the department head or supervisor. The employee will have ten (10) days in which to file a protest with the Union. The Union will investigate, and, if it is determined that a dispute exists, it shall be submitted in writing within ten (10) days of the date the protest was filed to Human Resources. The Union representative and the Head of Human Resources or designee shall meet within five (5) days in an attempt to resolve the dispute. If mutual agreement cannot be reached, the dispute may be submitted to a panel consisting of three (3) individuals -- one Union Representative, the Head of Human Resources or designee,

and one impartial member who shall serve as chairperson of the panel. Should the Union and the Head of Human Resources or designee fail to reach mutual agreement on the selection of an impartial chairperson, each shall submit three (3) names of prospective panel chairpersons. The County shall select one name from the Union list and the Union shall select one name from the County list. The two names will be placed in a container. The third panel member shall be the name drawn from the container and shall be chairperson of the panel. Investigation by the panel shall commence within five (5) days of the date of selection of the impartial chairperson unless otherwise mutually agreed to. Following investigation as to the reason for the unsatisfactory evaluation, the panel shall vote by secret ballot in settling the dispute. Such decision shall be final and binding upon the County and the Union and the employee(s) and shall not be subject to the grievance procedure.

18.03 Pay Range Placement. The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content.

18.04 Position Pay Ranges. The pay range established for the positions listed in Addendum A shall only be revised as provided for in this agreement. Disputes regarding proper pay range placement shall be subject to good faith negotiations. Should a range not be available, a new full range will be created which is 4.3% above the entry step of the prior range with steps at 3.8%. The Parties may create partial ranges to address certain circumstances as an alternative to separate premium pay.

18.04a Promotion. In the event of a promotion, an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The promotion date shall then become the future date for step increases as provided in this Agreement. All promotions are subject to a probationary period per section 7.03b (Probation Periods).

18.04b Reclassification. In the event of a reclassification upward, in accordance with County policy AD140000Z (addition of significantly higher-level duties), an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) in the new higher salary range. The reclassification date shall become the step increase date as provided in this Agreement.

18.04c Position Realignment. The Union may petition the County by September 1 of any year to be effective the following January 1st, for the realignment of positions that meet the conditions defined in this Section. No position shall be realigned more than once during the term of this Agreement, provided; however, for the term of this Agreement only, realignments may occur every other year. "Realignment" shall mean "change in wage range with no change in duties". For positions to be reviewed the petition must demonstrate at least four (4) matches of the bargaining unit position duties, method of compensation, and qualifications to the same position duties, method of compensation, and qualifications in comparable counties and have an hourly wage that is under the average hourly wage of the comparable counties' positions by at least

three percent (3%). Comparable counties are: Benton, Cowlitz, Kitsap, Skagit, Thurston, and Yakima. All comparable counties where matches exist must be used. Comparisons will be based on the top step hourly wage. Petition forms shall be completed which includes attachments of the job descriptions and wage tables for the comparison counties used in the petition. Once the County determines the data submitted supports the petition that a position requires realignment, affected employees in the position will be placed in a new higher range (one range higher but not more than the top step of the new range or the top step of the top range) in their current step. The effective date of the realignment shall become the step increase date.

18.04c(1) Additional Considerations. In the administration of section 18.04c (Position Realignment), in the event the County identifies a position as one with documented local recruitment and/or retention difficulties then secondary comparables based on close geographical location and sociological issues may be considered.

18.04d Voluntary Move to a Lower Position. In the event of an employee voluntarily moving to a lower Addendum A position, an employee shall move to the step in the new salary range which provides a reduction as close to five percent (5%) as possible, but not to exceed the top of the new salary range. If the employee is not at the top of the new salary range, they shall retain their current step date.

ARTICLE 19 – LONGEVITY

Longevity was eliminated as a separate compensation item and added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages. Beginning the first pay period in 2019 following date of adoption, longevity steps will be incorporated into the salary matrix as follows:

Longevity steps 13 through 17 in the Addendum B salary matrix for Ranges 101 through 112 are incorporated into a new top wage step 12.

Longevity steps 11 through 15 in the Addendum B salary matrix for Ranges 130 through 230 are incorporated into a new top wage step 10.

ARTICLE 20 - SEPARABILITY AND SAVINGS

If an Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 21 - UNION ACTIVITY

It is agreed that eight (8) bargaining unit employees will be allowed to participate in negotiations and grievance procedures without loss in pay, providing such time off will not unnecessarily disrupt the operations of the department. Such employees shall receive straight-time pay while participating in negotiating activities not to exceed the employee's normally scheduled work day. The Union will keep Human Resources advised of current members of the negotiating team and shop stewards.

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.

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

22.01 Grievance. Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement. All meetings between an employee and management with or without the Union present where disciplinary or grievance issues could be discussed shall be non-public, private meetings of the parties in attendance.

22.01a Initial Filing. Employees, with or without their Union representative, after discussing concerns or complaints with their immediate supervisor, must file a grievance as herein defined with their immediate supervisor within thirty (30) calendar days of knowledge of its occurrence or it shall be deemed null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after its submission, the matter may proceed to step b. If the Union Representative or County wishes to file a grievance, either may do so at step b below.

22.01b Grievance Written Down. Within the employee's next three (3) working days after the response in step a, the employee shall reduce the grievance to writing and present it personally or through his or her Union representative to the Human Resources Manager or his or her designee. If not resolved at this level within the next ten (10) working days the matter may proceed to step c.

22.01c Non-Binding Mediation. 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.

22.01d Arbitration. Any grievance submitted and processed in accordance with the grievance procedure provided above may be taken to arbitration by the County or the Union as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.

Either party may, within five (5) working days after failure to adjust the grievance in section 22.01b (Grievance Written Down), serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working

days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From this list the County will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

22.01e Hearing Commencement. The arbitrator shall commence the hearing within a reasonable time period after his selection and shall render his award in writing within thirty (30) calendar days after the close of the arbitration hearing.

The award of the arbitrator shall be rendered in writing together with his findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee and employees, if any.

22.01f Arbitrator's Fees. The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Union. All other expenses and costs shall be borne by the parties incurring them.

22.01g Time Limitations. The County and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

22.01h No Work Stoppage, Slowdown, Boycott or Lockout. All grievances as herein defined shall be settled in accordance with the procedures outlined above. There shall be no work stoppage, slowdown, boycott, or lockout for any reason regardless of whether the action of either party may be reasonably concluded as violation of this Agreement or any state or federal law during the life of this Agreement.

22.01i Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

22.01j Arbitrator Powers. The Arbitrator shall have no power to add to, impute or subtract from or to disregard, nullify or otherwise alter any terms of this Agreement or to negotiate new agreements. Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of the Agreement or other existing pertinent agreement(s), if any, that the parties have adopted.

22.02 Election of Remedies. In the event an employee elects to substitute a private attorney as their sole and exclusive representative regarding an employment issue with Whatcom County, such election by the employee shall constitute an election

of remedies and a waiver of the employee's right to pursue the matter as provided in this Agreement. Additionally, with such an election of remedies, the Union agrees it will not represent such employee post the employee election regarding the matter for which the employee has elected a private attorney and the Union shall not file any Unfair Labor Practice regarding the County recognition of the substitute attorney representative or any matter arising from the issues addressed by the substitute attorney representative. Both the employee and the Union will sign a waiver form agreed to by the Union and the County. All costs related to the employee's election of a private attorney shall be borne solely by the employee.

22.02a Sheriff's Office Election of Remedies. Any action appealed to the Civil Service Commission shall constitute a waiver of pursuing the grievance procedure of this Agreement. Any matter utilizing the grievance procedure may not be appealed to the Civil Service Commission.

ARTICLE 23 - NOTIFICATIONS TO UNION

23.01 Notification to Union of Postings and New Positions. The County shall provide the Union with notice of all new Addendum A positions. The Union may subscribe to receive notifications of vacant positions posted by the County.

23.02 Notification to Union of New Hires. The County agrees to notify the Union bi-weekly of new hires. Notification will be in writing and will include the name, address, date of hire, classification, work location and phone number.

23.03 Position Title Changes. The Union shall be notified when position title changes occur and the effective dates of such change.

ARTICLE 24 - MANAGEMENT RIGHTS

24.01 The County retains all rights except as those rights are 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 County to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

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

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

ARTICLE 25 - SUBCONTRACTING

Prior to subcontracting work currently performed by bargaining unit employees, the County will give the union 60-days' notice of its intent to do so and, on request, will meet and discuss the decision. During this time period, the County agrees to negotiate the impacts of said decision on bargaining unit employees. The 60-day notice requirement is not applicable if the subcontracting results from an emergency situation, or if bargaining unit employees are not displaced by subcontracting.

ARTICLE 26 – GENERAL PROVISIONS

26.01 Electronic Funds Transfer. All newly hired regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment.

26.01a Changes. Changes to a different institution or account require four (4) weeks' notice and can be made no more than once per calendar quarter. The County may grant exceptions.

26.01b Waiver. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

26.01c Emergency Cessation. Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days' notice before a scheduled payday. Employees must restart the EFT within three months. The County may grant exceptions.

26.02 Gloves, Coveralls, Rain Gear and Safety Equipment. The Union agrees that all members shall comply with safety requirements for wearing of hard hats, gloves, safety vests, and other safety equipment when in the field which will be provided by the County as required by specific safety standards or the law.

26.02a Coveralls The County agrees to provide coveralls for mechanics, mower operators, employees of Facilities Management, and those working with herbicides, or those working under extremely dirty conditions on a regular basis in the same fashion as in the past.

26.02b Rain Gear. The County agrees to furnish rain gear for employees assigned to work in the rain, providing that previously issued rain gear be turned in.

26.03 Uniforms. Certain positions require either a full uniform or a shirt with a logo in order to identify County employees to other staff or the public. The County will provide such uniforms as it deems appropriate and employees will wear and clean the uniform as instructed by their supervisor. When replacement is required, an employee separates from County employment, or an employee moves to a position that does not require the provided uniform, the employee shall turn in the uniform to the County.

26.04 Public Works Tool Allowance. Tool allowance was eliminated as a separate compensation item, and added to the base wage where it shall be increased automatically as future wage increases occur and will be applicable to all compensated hours. The Parties agree for comparability purposes, this collective bargaining agreement provides such tool allowance as an element of wages.

26.05 Bulletproof Vests. Employees who, for safety reasons, are required to wear a bulletproof vest in the performance of their duties, shall make a request to their department head. Consistent with need and availability, such request shall be honored. Once issued, employees shall properly wear and maintain vests as instructed.

26.06 Clothing Repair, Reimbursement & Replacement. Employees who, in the course of pursuing their assignments, suffer a loss or substantial damage to employee clothing, excluding normal wear and tear, shall be reimbursed in a timely fashion from time of notification to the County, the reasonable cost for the repair or replacement of like items at a rate commensurate with the condition of the claimed item. Personal property shall be repaired or replaced up to \$35.00 per item.

26.07 Independent Union Committee. The County recognizes that the Union may independently establish an employee committee for the purpose of improving operational efficiencies, morale and to make recommendations on realignment and retention issues in order to give effect to section 18.04c (Position Realignment) of this agreement. The County agrees upon request, it will meet as needed, but not more than quarterly and such mutually agreed follow-up meetings, with the Union for the purpose of discussion and consideration of matters brought forward through the Union's independent employee committee.

26.08 Resident Park Rangers. The parties agree that Park Rangers accepting a position managing a park with a residency requirement as a condition of employment shall reside on the premises in accordance with a Residency Agreement, acceptable to the Union, between the employee and the County. The parties further agree that the Residency Agreement shall be reviewed periodically.

26.09 Sheriff's Office Shots. The following vaccinations or shots will be provided for Sheriff's Office employees on a voluntary basis: Tdap (diphtheria, tetanus, and pertussis), hepatitis A, hepatitis B, and influenza. The County will provide and pay for follow-up blood tests to see if the hepatitis B shot was effective. New shots may be added as determined by the County Health Officer as prudent for the health of employees. Adverse reactions from mandated shots will be treated according to Labor and Industries standards.

ARTICLE 27 - CONTRACT DURATION


27.01 With the exceptions noted in specific paragraphs, this Agreement, including Letters of Understanding #1 through #4, shall be in full force and effect through December 31, 2020, and shall continue in full force and effect from year to year

thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

27.02 It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1, 2021, or January 1st of any subsequent year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

THIS AGREEMENT IS EXECUTED THIS 23rd day of April, 2019 by the duly authorized representatives of the parties hereto.

**GENERAL TEAMSTERS UNION
LOCAL #231**

By: 
Rich Ewing
Secretary-Treasurer

WHATCOM COUNTY, WASHINGTON

By: _____
Jack Louws
Whatcom County Executive

APPROVED AS TO FORM:



Civil Deputy Prosecuting Attorney

ADDENDUM A POSITION TITLE INDEX

Range	Position Title		
102.0			
105.0	Account Clerk I	Clerk II	
106.0	Custodian		
106.1 (Shift)	Custodian		
107.0	Account Clerk II	Clerk/Receptionist	
108.0	Account Clerk III	Clerk III	Court Clerk
109.0	Account Clerk IV Clerk IV Legal Assistant I	Legal Secretary I Permit Center Technician I Records Assistant	Specialty Court Clerk
110.0	Accounting Technician Calendar Coordinator Clerk V Court Facilitator Court Services Coordinator Division Secretary	Drafter/GIS Technician I Facilities Maintenance Specialist Jury Coordinator Legal Secretary II Maintenance Worker II Personal Property Clerk	Program Technician Purchasing Assistant Road Maintenance Worker Sr. Clerk Sr. Court Clerk Weed Compliance Inspector
111.0	Accountant I Legal Assistant II	Legal Secretary III Permit Center Technician II	Revenue Deputy I
112.0	Administrative Secretary Coordinator Drafter/GIS Technician II Engineering Technician I Financial Accountant	Head Cashier ID Technician Juvenile Detention Officer I Legal Assistant III Park Attendant	Permit Center Technician III Planning Technician Revenue Deputy II Survey Technician I
112.1 (12-hour Shift)	Juvenile Detention Officer I		
112.2 (Rotation 6 to 7)	Facilities Maintenance Technician		
112.3 (Rotation up to 3)	ID Technician (Evidence)		
130.0	Appraiser I Coordinator II Domestic Relations Coordinator Drafter/GIS Technician III	Facilities Assistant Legal Assistant IV Maintenance Worker III Outside Maintenance Coord.	Revenue Deputy III Sr. Road Maintenance Worker Victim Witness Coordinator
130.1 (Rotation 4 to 5)	Sr. Road Maintenance Worker (Sign Crew)		
130.2 (Rotation up to 3)	Sr. Road Maintenance Worker (Pt. Roberts)		
140.0	Applications Technician Engineering Technician II Fire Inspector I GIS Specialist I	Heavy Equipment Operator Juvenile Detention Officer II Paralegal Plans Examiner I	Public Service Inspector I Purchasing Coordinator Sr. Road Maintenance Worker – Basket Truck Survey Technician II
140.1 (12-hour Shift)	Juvenile Detention Officer II		
140.2 (Certification)	Heavy Equipment Operator (Bridge Inspector)	Sr. Road Maintenance Worker – Basket Truck (Arborist)	
140.3 (Rotation up to 3)	Fire Inspector I		
140.4 (Rotation 4 to 5)	Sign Leader		
150.0	Accountant II	Investment Officer	Prevention Coordinator

Range	Position Title		
	Appraiser II Community Health Specialist I Contract Coordinator	Operations/Accounting Specialist Park Ranger Plans Examiner II	Public Service Inspector II Sr. Purchasing Coordinator Victim Witness Coordinator II
150.1 (Tool Allowance)	Heavy Duty Mechanic		
150.2 (Rotation 4 to 5)	Sr. Sign Leader		
150.3 (Rotation up to 3)	Fire Inspector II		
160.0	Appraiser III Behavioral Health Specialist CASA Volunteer Coordinator Community Health Specialist II Community Programs Coord. Data Applications Specialist	Dependency Guardian Ad Litem Engineering Technician III GIS Specialist II Investigator Juvenile Detention Officer III Lead Victim Witness Coord.	Planner I Probation Officer I Repair Maintenance III Substance Abuse Specialist I Survey Technician III Systems Support Specialist
160.1 (12-hour Shift)	Juvenile Detention Officer III		
160.2 (Rotation 10+)	M & O Team Leader		
160.3 (Rotation 6 to 7)	Facilities Technical Specialist	M & O Team Leader	
170.0	Applications Specialist Appraiser IV Community Health Spec. Lead	Crime Analyst Lead Dependency Guardian Ad Litem Plans Examiner III	Public Service Inspector III Tax Specialist
170.1 (Rotation up to 3)	Fire Inspector III		
180.0	Applications Administrator Appraiser V Conservation & Parks Steward Engineering Technician IV GIS Administrator	GIS Specialist III Investigator II Planner II Plans Examiner IV Probation Officer II	Program Specialist Substance Abuse Specialist II Systems Administrator Regional Park Supervisor
180.1 (Rotation 6 to 7)	Facilities Maintenance Lead		
180.2 (Rotation up to 3)	Systems Analyst I		
190.0	Lead Probation Officer Permit Center Specialist	Planner III Sr. Public Service Inspector	
190.1 (Rotation 10+)	Road Crew Leader		
190.2 (Rotation 10+ Tool Allow)	Shop Crew Leader		
190.3 (Rotation 6 to 7)	Road Crew Leader		
190.4 (Rotation 6 to 7 + Tool Allow)	Shop Crew Leader		
200.0	Engineer I Sr. Engineering Technician	Sr. Survey Technician Sr. Applications Administrator	Probation Officer III
200.2 (Rotation up to 3)	Active Directory Administrator Network Engineer	Sr. Systems Administrator Systems Analyst II	
210.0	Engineer II	Sr. Planner	
210.1 (Rotation up to 3)	Sr. Systems Analyst		
220.0	Engineer III	Land Surveyor III	
230.0	Sr. Engineer	Sr. Professional Land Surveyor	

**ADDENDUM B
HOURLY WAGES
Ranges 101 – 112**

Effective January, 2019 +2.5%

Range	12 months of service to move to next step											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101.0	\$12.89	\$13.41	\$13.92	\$14.47	\$15.06	\$15.61	\$16.49	\$17.13	\$17.81	\$18.56	\$18.92	\$19.64
102.0	\$13.41	\$13.96	\$14.49	\$15.09	\$15.65	\$16.24	\$17.19	\$17.83	\$18.56	\$19.32	\$19.71	\$20.45
103.0	\$13.95	\$14.54	\$15.12	\$15.69	\$16.29	\$16.93	\$17.88	\$18.58	\$19.30	\$20.11	\$20.51	\$21.29
104.0	\$14.54	\$15.14	\$15.71	\$16.36	\$16.96	\$17.60	\$18.61	\$19.30	\$20.06	\$20.90	\$21.31	\$22.12
105.0	\$15.15	\$15.77	\$16.40	\$17.02	\$17.65	\$18.35	\$19.36	\$20.10	\$20.90	\$21.75	\$22.19	\$23.03
106.0	\$15.76	\$16.43	\$17.06	\$17.71	\$18.39	\$19.11	\$20.13	\$20.91	\$21.73	\$22.62	\$23.06	\$23.93
106.1	\$16.30	\$16.98	\$17.60	\$18.25	\$18.93	\$19.65	\$20.68	\$21.45	\$22.27	\$23.16	\$23.60	\$24.49
107.0	\$16.44	\$17.11	\$17.80	\$18.45	\$19.19	\$19.92	\$20.98	\$21.77	\$22.65	\$23.56	\$24.03	\$24.94
108.0	\$17.10	\$17.83	\$18.52	\$19.24	\$20.00	\$20.73	\$21.86	\$22.66	\$23.55	\$24.50	\$24.98	\$25.93
109.0	\$17.81	\$18.58	\$19.29	\$20.04	\$20.80	\$21.60	\$22.72	\$23.57	\$24.50	\$25.50	\$26.00	\$26.99
110.0	\$18.58	\$19.32	\$20.09	\$20.87	\$21.66	\$22.48	\$23.67	\$24.58	\$25.53	\$26.58	\$27.11	\$28.14
111.0	\$19.31	\$20.11	\$20.91	\$21.73	\$22.59	\$23.44	\$24.66	\$25.59	\$26.60	\$27.67	\$28.22	\$29.29
112.0	\$20.13	\$20.97	\$21.79	\$22.67	\$23.53	\$24.42	\$25.66	\$26.64	\$27.69	\$28.82	\$29.40	\$30.51
112.1	\$20.46	\$21.30	\$22.12	\$23.00	\$23.86	\$24.75	\$25.99	\$26.97	\$28.02	\$29.15	\$29.72	\$30.85
112.2	\$20.68	\$21.52	\$22.35	\$23.23	\$24.08	\$24.97	\$26.21	\$27.20	\$28.24	\$29.37	\$29.95	\$31.09
112.3	\$21.83	\$22.67	\$23.50	\$24.38	\$25.23	\$26.12	\$27.36	\$28.35	\$29.40	\$30.52	\$31.10	\$32.28

Effective January, 2020 +2.0%

Range	12 months of service to move to next step											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101.0	\$13.15	\$13.68	\$14.20	\$14.76	\$15.36	\$15.92	\$16.82	\$17.48	\$18.17	\$18.93	\$19.29	\$20.03
102.0	\$13.68	\$14.24	\$14.78	\$15.39	\$15.96	\$16.57	\$17.53	\$18.19	\$18.93	\$19.71	\$20.10	\$20.86
103.0	\$14.23	\$14.83	\$15.42	\$16.00	\$16.61	\$17.27	\$18.24	\$18.95	\$19.69	\$20.51	\$20.92	\$21.71
104.0	\$14.83	\$15.44	\$16.03	\$16.68	\$17.30	\$17.95	\$18.98	\$19.69	\$20.46	\$21.32	\$21.73	\$22.56
105.0	\$15.45	\$16.08	\$16.73	\$17.36	\$18.01	\$18.72	\$19.74	\$20.50	\$21.32	\$22.18	\$22.63	\$23.49
106.0	\$16.08	\$16.76	\$17.40	\$18.06	\$18.75	\$19.49	\$20.54	\$21.33	\$22.16	\$23.07	\$23.52	\$24.41
106.1	\$16.63	\$17.32	\$17.95	\$18.62	\$19.31	\$20.04	\$21.09	\$21.88	\$22.71	\$23.62	\$24.07	\$24.98
107.0	\$16.77	\$17.45	\$18.16	\$18.82	\$19.57	\$20.32	\$21.40	\$22.21	\$23.10	\$24.04	\$24.51	\$25.44
108.0	\$17.45	\$18.19	\$18.89	\$19.63	\$20.40	\$21.15	\$22.30	\$23.11	\$24.02	\$24.99	\$25.48	\$26.45
109.0	\$18.17	\$18.95	\$19.67	\$20.45	\$21.22	\$22.03	\$23.17	\$24.05	\$24.99	\$26.01	\$26.52	\$27.53
110.0	\$18.95	\$19.71	\$20.49	\$21.29	\$22.09	\$22.93	\$24.14	\$25.07	\$26.04	\$27.11	\$27.65	\$28.70
111.0	\$19.70	\$20.51	\$21.33	\$22.16	\$23.05	\$23.91	\$25.15	\$26.11	\$27.13	\$28.22	\$28.79	\$29.88
112.0	\$20.53	\$21.39	\$22.23	\$23.13	\$24.00	\$24.91	\$26.17	\$27.18	\$28.25	\$29.40	\$29.98	\$31.12
112.1	\$20.87	\$21.72	\$22.56	\$23.46	\$24.33	\$25.24	\$26.51	\$27.51	\$28.58	\$29.73	\$30.32	\$31.47
112.2	\$21.10	\$21.95	\$22.79	\$23.69	\$24.56	\$25.47	\$26.74	\$27.74	\$28.81	\$29.96	\$30.55	\$31.71
112.3	\$22.27	\$23.13	\$23.97	\$24.86	\$25.74	\$26.65	\$27.91	\$28.91	\$29.98	\$31.13	\$31.72	\$32.93

Ranges 101 – 112

Effective July, 2020 +1.0%

Range	12 months of service to move to next step											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101.0	\$13.28	\$13.82	\$14.34	\$14.91	\$15.51	\$16.08	\$16.99	\$17.65	\$18.35	\$19.12	\$19.49	\$20.23
102.0	\$13.82	\$14.39	\$14.93	\$15.55	\$16.12	\$16.73	\$17.71	\$18.37	\$19.12	\$19.91	\$20.30	\$21.07
103.0	\$14.37	\$14.98	\$15.57	\$16.16	\$16.78	\$17.44	\$18.42	\$19.14	\$19.88	\$20.72	\$21.13	\$21.93
104.0	\$14.98	\$15.60	\$16.19	\$16.85	\$17.48	\$18.13	\$19.17	\$19.88	\$20.66	\$21.53	\$21.95	\$22.79
105.0	\$15.60	\$16.25	\$16.90	\$17.54	\$18.19	\$18.91	\$19.94	\$20.71	\$21.53	\$22.40	\$22.86	\$23.73
106.0	\$16.24	\$16.93	\$17.57	\$18.24	\$18.94	\$19.69	\$20.74	\$21.54	\$22.38	\$23.30	\$23.75	\$24.66
106.1	\$16.80	\$17.49	\$18.13	\$18.80	\$19.50	\$20.24	\$21.30	\$22.10	\$22.94	\$23.86	\$24.31	\$25.23
107.0	\$16.94	\$17.63	\$18.34	\$19.01	\$19.77	\$20.52	\$21.61	\$22.43	\$23.33	\$24.28	\$24.75	\$25.69
108.0	\$17.62	\$18.37	\$19.08	\$19.82	\$20.60	\$21.36	\$22.52	\$23.35	\$24.26	\$25.24	\$25.74	\$26.72
109.0	\$18.35	\$19.14	\$19.87	\$20.65	\$21.43	\$22.25	\$23.40	\$24.29	\$25.24	\$26.27	\$26.79	\$27.80
110.0	\$19.14	\$19.91	\$20.70	\$21.50	\$22.31	\$23.16	\$24.38	\$25.32	\$26.30	\$27.38	\$27.92	\$28.99
111.0	\$19.89	\$20.72	\$21.54	\$22.38	\$23.28	\$24.15	\$25.40	\$26.37	\$27.40	\$28.51	\$29.07	\$30.18
112.0	\$20.74	\$21.60	\$22.45	\$23.36	\$24.24	\$25.16	\$26.44	\$27.45	\$28.53	\$29.69	\$30.28	\$31.43
112.1	\$21.07	\$21.94	\$22.79	\$23.69	\$24.58	\$25.50	\$26.77	\$27.78	\$28.87	\$30.03	\$30.62	\$31.78
112.2	\$21.31	\$22.17	\$23.02	\$23.93	\$24.81	\$25.73	\$27.01	\$28.02	\$29.10	\$30.26	\$30.85	\$32.02
112.3	\$22.49	\$23.36	\$24.21	\$25.11	\$26.00	\$26.91	\$28.19	\$29.20	\$30.28	\$31.45	\$32.04	\$33.26

Ranges 130 - 230

Effective January 2019 +2.5%

12 months of service to move to next step										
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
130.0	\$22.72	\$23.60	\$24.49	\$25.42	\$26.39	\$27.44	\$28.81	\$29.86	\$31.04	\$32.75
130.1	\$23.57	\$24.45	\$25.35	\$26.28	\$27.25	\$28.30	\$29.67	\$30.71	\$31.90	\$33.65
130.2	\$24.42	\$25.30	\$26.19	\$27.13	\$28.10	\$29.15	\$30.51	\$31.56	\$32.75	\$34.55
140.0	\$23.67	\$24.61	\$25.55	\$26.54	\$27.56	\$28.59	\$29.97	\$31.11	\$32.33	\$34.11
140.1	\$23.99	\$24.94	\$25.88	\$26.87	\$27.88	\$28.92	\$30.30	\$31.44	\$32.66	\$34.45
140.2	\$24.17	\$25.14	\$26.10	\$27.12	\$28.16	\$29.21	\$30.61	\$31.78	\$33.02	\$34.83
140.3	\$25.37	\$26.32	\$27.25	\$28.24	\$29.26	\$30.30	\$31.67	\$32.81	\$34.03	\$35.90
140.4	\$24.52	\$25.47	\$26.41	\$27.40	\$28.41	\$29.45	\$30.83	\$31.97	\$33.19	\$35.01
150.0	\$24.66	\$25.59	\$26.62	\$27.62	\$28.67	\$29.80	\$31.20	\$32.40	\$33.67	\$35.52
150.1	\$25.10	\$26.03	\$27.06	\$28.06	\$29.11	\$30.24	\$31.64	\$32.84	\$34.11	\$35.99
150.2	\$25.51	\$26.45	\$27.48	\$28.48	\$29.53	\$30.66	\$32.06	\$33.25	\$34.53	\$36.43
150.3	\$26.36	\$27.30	\$28.32	\$29.33	\$30.38	\$31.50	\$32.90	\$34.10	\$35.37	\$37.32
160.0	\$25.66	\$26.69	\$27.70	\$28.77	\$29.89	\$31.03	\$32.52	\$33.76	\$35.08	\$37.01
160.1	\$25.99	\$27.02	\$28.03	\$29.10	\$30.22	\$31.36	\$32.85	\$34.09	\$35.41	\$37.35
160.2	\$26.01	\$27.04	\$28.05	\$29.12	\$30.24	\$31.38	\$32.87	\$34.11	\$35.43	\$37.38
160.3	\$26.21	\$27.24	\$28.26	\$29.33	\$30.44	\$31.58	\$33.07	\$34.31	\$35.63	\$37.59
170.0	\$26.74	\$27.83	\$28.90	\$29.98	\$31.14	\$32.33	\$33.88	\$35.16	\$36.54	\$38.54
170.1	\$28.45	\$29.53	\$30.60	\$31.69	\$32.85	\$34.03	\$35.59	\$36.86	\$38.24	\$40.34
180.0	\$27.88	\$28.98	\$30.07	\$31.25	\$32.45	\$33.67	\$35.26	\$36.59	\$38.01	\$40.10
180.1	\$28.44	\$29.53	\$30.62	\$31.80	\$33.00	\$34.22	\$35.81	\$37.14	\$38.57	\$40.69
180.2	\$29.59	\$30.68	\$31.78	\$32.95	\$34.16	\$35.37	\$36.96	\$38.29	\$39.72	\$41.90
190.0	\$29.06	\$30.17	\$31.36	\$32.58	\$33.86	\$35.09	\$36.73	\$38.13	\$39.59	\$41.77
190.1	\$29.41	\$30.52	\$31.71	\$32.93	\$34.21	\$35.44	\$37.08	\$38.48	\$39.94	\$42.14
190.2	\$29.85	\$30.96	\$32.15	\$33.37	\$34.65	\$35.88	\$37.52	\$38.92	\$40.38	\$42.60
190.3	\$29.61	\$30.73	\$31.91	\$33.13	\$34.41	\$35.64	\$37.28	\$38.68	\$40.14	\$42.35
190.4	\$30.05	\$31.17	\$32.35	\$33.57	\$34.85	\$36.08	\$37.72	\$39.12	\$40.58	\$42.82
200.0	\$30.26	\$31.45	\$32.66	\$33.95	\$35.26	\$36.56	\$38.27	\$39.70	\$41.25	\$43.52
200.1	\$30.82	\$32.00	\$33.21	\$34.50	\$35.81	\$37.11	\$38.83	\$40.26	\$41.80	\$44.10
200.2	\$31.97	\$33.15	\$34.36	\$35.66	\$36.96	\$38.26	\$39.98	\$41.41	\$42.95	\$45.32
200.4	\$31.12	\$32.31	\$33.51	\$34.81	\$36.12	\$37.42	\$39.13	\$40.56	\$42.11	\$44.42
210.0	\$31.57	\$32.78	\$34.07	\$35.40	\$36.76	\$38.18	\$39.93	\$41.43	\$43.04	\$45.41
210.1	\$33.28	\$34.48	\$35.77	\$37.10	\$38.46	\$39.89	\$41.63	\$43.13	\$44.75	\$47.21
220.0	\$32.89	\$34.17	\$35.52	\$36.88	\$38.32	\$39.80	\$41.61	\$43.18	\$44.86	\$47.33
230.0	\$34.31	\$35.66	\$37.05	\$38.45	\$39.94	\$41.50	\$43.37	\$45.01	\$46.75	\$49.33

Ranges 130 – 230

Effective January, 2020 +2.0%

12 months of service to move to next step										
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
130.0	\$23.17	\$24.07	\$24.98	\$25.93	\$26.92	\$27.99	\$29.38	\$30.45	\$31.66	\$33.40
130.1	\$24.05	\$24.94	\$25.85	\$26.81	\$27.80	\$28.87	\$30.26	\$31.33	\$32.54	\$34.33
130.2	\$24.91	\$25.81	\$26.72	\$27.67	\$28.66	\$29.73	\$31.12	\$32.19	\$33.40	\$35.24
140.0	\$24.14	\$25.10	\$26.06	\$27.07	\$28.11	\$29.17	\$30.57	\$31.73	\$32.97	\$34.79
140.1	\$24.47	\$25.44	\$26.39	\$27.41	\$28.44	\$29.50	\$30.90	\$32.07	\$33.31	\$35.14
140.2	\$24.66	\$25.65	\$26.62	\$27.66	\$28.72	\$29.80	\$31.23	\$32.41	\$33.68	\$35.53
140.3	\$25.88	\$26.84	\$27.80	\$28.81	\$29.85	\$30.90	\$32.31	\$33.47	\$34.71	\$36.62
140.4	\$25.01	\$25.98	\$26.93	\$27.95	\$28.98	\$30.04	\$31.44	\$32.61	\$33.85	\$35.71
150.0	\$25.15	\$26.11	\$27.15	\$28.18	\$29.25	\$30.40	\$31.82	\$33.04	\$34.34	\$36.23
150.1	\$25.60	\$26.55	\$27.60	\$28.63	\$29.70	\$30.85	\$32.27	\$33.49	\$34.79	\$36.71
150.2	\$26.03	\$26.98	\$28.03	\$29.05	\$30.12	\$31.27	\$32.70	\$33.92	\$35.22	\$37.16
150.3	\$26.89	\$27.84	\$28.89	\$29.91	\$30.98	\$32.13	\$33.56	\$34.78	\$36.08	\$38.07
160.0	\$26.17	\$27.22	\$28.26	\$29.35	\$30.49	\$31.65	\$33.17	\$34.44	\$35.78	\$37.75
160.1	\$26.51	\$27.56	\$28.59	\$29.68	\$30.82	\$31.99	\$33.50	\$34.77	\$36.12	\$38.10
160.2	\$26.53	\$27.58	\$28.61	\$29.71	\$30.85	\$32.01	\$33.53	\$34.79	\$36.14	\$38.13
160.3	\$26.74	\$27.79	\$28.82	\$29.91	\$31.05	\$32.22	\$33.73	\$35.00	\$36.35	\$38.34
170.0	\$27.28	\$28.38	\$29.48	\$30.58	\$31.77	\$32.97	\$34.56	\$35.86	\$37.27	\$39.32
170.1	\$29.02	\$30.12	\$31.21	\$32.32	\$33.50	\$34.71	\$36.30	\$37.60	\$39.00	\$41.15
180.0	\$28.44	\$29.56	\$30.67	\$31.87	\$33.10	\$34.34	\$35.97	\$37.32	\$38.77	\$40.91
180.1	\$29.01	\$30.12	\$31.24	\$32.43	\$33.66	\$34.91	\$36.53	\$37.89	\$39.34	\$41.50
180.2	\$30.18	\$31.29	\$32.41	\$33.61	\$34.84	\$36.08	\$37.70	\$39.06	\$40.51	\$42.74
190.0	\$29.64	\$30.78	\$31.99	\$33.23	\$34.54	\$35.79	\$37.46	\$38.89	\$40.38	\$42.61
190.1	\$29.99	\$31.13	\$32.34	\$33.58	\$34.90	\$36.15	\$37.82	\$39.25	\$40.74	\$42.98
190.2	\$30.44	\$31.58	\$32.79	\$34.03	\$35.34	\$36.60	\$38.27	\$39.69	\$41.19	\$43.45
190.3	\$30.20	\$31.34	\$32.55	\$33.79	\$35.10	\$36.36	\$38.03	\$39.45	\$40.95	\$43.20
190.4	\$30.65	\$31.79	\$33.00	\$34.24	\$35.55	\$36.81	\$38.47	\$39.90	\$41.40	\$43.67
200.0	\$30.87	\$32.08	\$33.31	\$34.63	\$35.97	\$37.29	\$39.04	\$40.50	\$42.08	\$44.39
200.1	\$31.43	\$32.64	\$33.87	\$35.20	\$36.53	\$37.85	\$39.60	\$41.06	\$42.64	\$44.98
200.2	\$32.61	\$33.81	\$35.05	\$36.37	\$37.70	\$39.03	\$40.78	\$42.24	\$43.81	\$46.22
200.4	\$31.74	\$32.95	\$34.18	\$35.51	\$36.84	\$38.16	\$39.91	\$41.37	\$42.95	\$45.31
210.0	\$32.20	\$33.43	\$34.75	\$36.10	\$37.50	\$38.95	\$40.73	\$42.26	\$43.90	\$46.32
210.1	\$33.94	\$35.17	\$36.48	\$37.84	\$39.23	\$40.68	\$42.47	\$44.00	\$45.64	\$48.15
220.0	\$33.55	\$34.85	\$36.23	\$37.62	\$39.08	\$40.59	\$42.44	\$44.04	\$45.76	\$48.27
230.0	\$35.00	\$36.37	\$37.80	\$39.22	\$40.74	\$42.33	\$44.24	\$45.91	\$47.69	\$50.31

Ranges 130 – 230

Effective July, 2020 +1.0%

Range	12 months of service to move to next step									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
130.0	\$23.40	\$24.31	\$25.23	\$26.19	\$27.19	\$28.27	\$29.68	\$30.76	\$31.98	\$33.74
130.1	\$24.29	\$25.19	\$26.11	\$27.08	\$28.08	\$29.16	\$30.56	\$31.64	\$32.86	\$34.67
130.2	\$25.16	\$26.06	\$26.98	\$27.95	\$28.95	\$30.03	\$31.43	\$32.51	\$33.73	\$35.59
140.0	\$24.38	\$25.36	\$26.32	\$27.34	\$28.39	\$29.46	\$30.88	\$32.05	\$33.30	\$35.14
140.1	\$24.72	\$25.69	\$26.66	\$27.68	\$28.73	\$29.79	\$31.21	\$32.39	\$33.64	\$35.49
140.2	\$24.90	\$25.90	\$26.89	\$27.94	\$29.01	\$30.10	\$31.54	\$32.74	\$34.01	\$35.88
140.3	\$26.13	\$27.11	\$28.08	\$29.10	\$30.14	\$31.21	\$32.63	\$33.80	\$35.06	\$36.99
140.4	\$25.26	\$26.24	\$27.20	\$28.23	\$29.27	\$30.34	\$31.76	\$32.93	\$34.19	\$36.07
150.0	\$25.40	\$26.37	\$27.42	\$28.46	\$29.54	\$30.70	\$32.14	\$33.37	\$34.69	\$36.60
150.1	\$25.86	\$26.82	\$27.88	\$28.91	\$29.99	\$31.15	\$32.60	\$33.83	\$35.14	\$37.07
150.2	\$26.29	\$27.25	\$28.31	\$29.34	\$30.42	\$31.58	\$33.03	\$34.26	\$35.57	\$37.53
150.3	\$27.16	\$28.12	\$29.18	\$30.21	\$31.29	\$32.46	\$33.90	\$35.13	\$36.44	\$38.45
160.0	\$26.44	\$27.49	\$28.54	\$29.64	\$30.79	\$31.97	\$33.50	\$34.78	\$36.14	\$38.13
160.1	\$26.77	\$27.83	\$28.88	\$29.98	\$31.13	\$32.30	\$33.84	\$35.12	\$36.48	\$38.48
160.2	\$26.80	\$27.85	\$28.90	\$30.00	\$31.15	\$32.33	\$33.86	\$35.14	\$36.50	\$38.51
160.3	\$27.01	\$28.06	\$29.11	\$30.21	\$31.36	\$32.54	\$34.07	\$35.35	\$36.71	\$38.73
170.0	\$27.55	\$28.67	\$29.77	\$30.89	\$32.08	\$33.30	\$34.91	\$36.22	\$37.64	\$39.71
170.1	\$29.31	\$30.42	\$31.53	\$32.64	\$33.84	\$35.06	\$36.66	\$37.98	\$39.39	\$41.56
180.0	\$28.73	\$29.85	\$30.98	\$32.19	\$33.43	\$34.69	\$36.33	\$37.70	\$39.16	\$41.31
180.1	\$29.30	\$30.42	\$31.55	\$32.76	\$34.00	\$35.26	\$36.89	\$38.27	\$39.73	\$41.92
180.2	\$30.48	\$31.61	\$32.74	\$33.94	\$35.19	\$36.44	\$38.08	\$39.45	\$40.92	\$43.17
190.0	\$29.93	\$31.08	\$32.30	\$33.56	\$34.88	\$36.15	\$37.84	\$39.28	\$40.79	\$43.03
190.1	\$30.29	\$31.45	\$32.67	\$33.92	\$35.24	\$36.51	\$38.20	\$39.64	\$41.15	\$43.41
190.2	\$30.75	\$31.90	\$33.12	\$34.37	\$35.70	\$36.96	\$38.65	\$40.09	\$41.60	\$43.89
190.3	\$30.50	\$31.65	\$32.87	\$34.13	\$35.45	\$36.72	\$38.41	\$39.85	\$41.36	\$43.63
190.4	\$30.96	\$32.11	\$33.33	\$34.58	\$35.91	\$37.17	\$38.86	\$40.30	\$41.81	\$44.11
200.0	\$31.18	\$32.40	\$33.64	\$34.98	\$36.33	\$37.66	\$39.43	\$40.90	\$42.50	\$44.83
200.1	\$31.75	\$32.97	\$34.21	\$35.55	\$36.89	\$38.23	\$40.00	\$41.47	\$43.07	\$45.43
200.2	\$32.93	\$34.15	\$35.40	\$36.73	\$38.08	\$39.42	\$41.18	\$42.66	\$44.25	\$46.68
200.4	\$32.06	\$33.28	\$34.52	\$35.86	\$37.21	\$38.55	\$40.31	\$41.79	\$43.38	\$45.77
210.0	\$32.53	\$33.77	\$35.09	\$36.47	\$37.87	\$39.34	\$41.14	\$42.68	\$44.34	\$46.78
210.1	\$34.28	\$35.52	\$36.85	\$38.22	\$39.63	\$41.09	\$42.89	\$44.44	\$46.10	\$48.63
220.0	\$33.89	\$35.20	\$36.59	\$38.00	\$39.47	\$41.00	\$42.87	\$44.48	\$46.21	\$48.76
230.0	\$35.35	\$36.73	\$38.17	\$39.61	\$41.15	\$42.75	\$44.68	\$46.37	\$48.17	\$50.82

**LETTER OF UNDERSTANDING #1
TEMPORARY WITH BENEFITS
MASTER COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union," regarding and attached to the Master Collective Bargaining Agreement.

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill a full-time temporary position with benefits under the Master Collective Bargaining Agreement (MCBA)

1) Temporaries with Benefits

The County sometimes identifies the need for full-time temporary positions not funded in the County budget as regular on-going positions. These temporary work assignments are ones which are anticipated at the outset to extend beyond the contract limitation for "temporaries" and anticipated to work full time and meet the benefit eligibility threshold of eighty (80) compensated hours per month. Work assignments and special conditions will end on the date specified in the letter of appointment, when the work is completed, or when employment is terminated, unless an extension is specifically agreed to by the County and the Union. Temporaries with benefits positions shall not be used to supplant regular positions.

2) Union Membership and Benefits Eligibility

Upon completion of eligibility requirements, full-time temporaries with benefits will become eligible for Health and Welfare benefits in accordance with Article 8 (Health & Welfare Benefits) of the MCBA and Washington Teamsters Welfare Trust (WTWT) rules. Life insurance will be available to the employee only.

Full-time temporaries with benefits will be eligible for paid leave in accordance with:

- Article 9 - Sick leave
- Article 15 – Paid Holidays
- Article 16 – Vacation

3) Pay & Other Conditions of Employment

The department will determine the rate of pay for full-time temporaries with benefits with the concurrence of the A.S. Human Resources Manager or designee based on the nature of the duties performed. Overtime will be for work performed in excess of forty (40) hours in a pay week, regardless of the number of hours worked per day.

Such temporary positions with benefits will NOT be eligible for other terms and conditions of employment under the Master Collective Bargaining Agreement including, but not limited to:

- Regular employment status
- Step Increases
- Seniority (except as described below)
- Paid and unpaid leaves of absence (other than those described above)
- Special pay (such as daily overtime, out-of-class, call-in, emergency telephonic response, etc.)
- Bidding for positions posted within the bargaining unit

- Grievance procedures and arbitration

If a regular employee selects a full-time temporary with benefits assignment and funding is not continued, the employee will be put in layoff status. Seniority rights in this situation will only apply as described in Section 5.05 (Transfer to Position Outside Bargaining Unit) of the Master Collective Bargaining Agreement.

4) **Posting**

Positions filled under this Letter of Understanding will be posted internally as full-time temporarily funded positions. Such positions may be concurrently posted and advertised externally. The time frames and other conditions of Article 7 (Job Assignments, Postings, and Openings) of the Master Collective Bargaining Agreement will not apply to these postings.

5) **Regular Positions**

If a current full-time temporary with benefits is selected to fill a regular, budgeted County position, the period served as a temporary with benefits will apply toward health & welfare benefits eligibility if there has been no break in service and coverage, if allowed by current benefit plans. If appointed to a regular position, vacation accruals will commence at the "0-1" year level.

6) **Non-Precedent Setting**

This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by Teamsters, employees, or the County under the Master Collective Bargaining Agreement.

7) **Termination**

Either the employee or the County can end the employment relationship outlined in this Letter of Understanding without notice or reason.

8) **Cancellation**

Either party may cancel this agreement at any time following thirty (30) days written notice to the other.

LETTER OF UNDERSTANDING #2 SEASONAL SANDING AND SNOW REMOVAL

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union" regarding the Master Collective Bargaining Agreement.

The purpose of this Letter of Understanding is to clarify how Road Crew Leaders in Public Works Maintenance and Operations assign overtime during winter storm events.

The parties agree that it is of primary importance for both the Union and the County that roadways are efficiently maintained to provide safe travel throughout the County at all times. The parties also agree that overtime opportunities should be offered in a fair and consistent manner.

The parties, therefore, agree as follows:

1. Any employee (Road Maintenance Workers, Senior Road Maintenance Workers and Heavy Equipment Operators) may sign up on the Sanding Interest Sheet. Employees will be scheduled ahead of time on rotating weeks. The sanding schedule is posted in advance; assigned weeks are not modified if sanding is not necessary in a particular week. If extensive sanding is needed, employees on the Sanding Interest Sheet are called in seniority order. If all personnel on the Sanding Crew are working or unavailable, other Road Maintenance Workers are called back. Road Maintenance Workers called back for sanding may operate a truck equipped with a sander and snow plow.
2. Circumstances or service needs may change after a call back. The parties intend that Road Maintenance Workers are assigned sanding duties, not plowing. However unplanned or incidental and de minimis use of the plow may be necessary from time to time in order to complete the sanding assignment and better serve the community and tax payers.
 - a) When circumstances necessitate changing the routine use of the equipment (ex: snow plow, sander), qualifications shall be determined by supervisors based on seniority of employees having recently demonstrated the required skills and experience, for the modified equipment, for safely accomplishing the work required.
 - b) When the routine use of equipment is modified with a sander and plow during winter months, supervisors assign snow removal based on seniority of employees having recently demonstrated the required skills and experience to safely accomplish the work required. Sanding is assigned to employees signed up on a sanding interest sheet. Sanding assignments are in addition to the employee's regularly scheduled shift.
 - c) If additional sanding personnel are needed, employees on the sanding interest sheet are called first based on seniority. If there are no available employees from the sanding interest sheet, Road Maintenance Workers are called based on lowest seniority.
 - d) During sanding operations, it is understood that circumstances may necessitate the incidental and de minimis use of a plow to complete the assignment.

**LETTER OF UNDERSTANDING #3
PT. ROBERTS POSITIONS
MASTER COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union," regarding and attached to the Master Collective Bargaining Agreement, hereafter called "the Agreement."

The Union and the County have agreed to the designation of departmental "Point Roberts Positions (PRP)" as follows:

1. **Point Roberts Assignment.** The County may require staff to be readily available to address departmental general maintenance and emergencies at Pt. Roberts. Positions designated as the Pt. Roberts positions (PRP) are from the Public Works Maintenance and Operations (M & O) and Parks and Recreation Departments. Persons holding such positions will report directly to and begin their workday at Pt. Roberts and will be readily available to respond to forecasted extreme weather conditions or emergencies within 15 minutes.
2. **Residency.** Positions in Pt. Roberts may require applicants to maintain residency within the Pt. Roberts vicinity as a condition of employment. Successful applicants will not be unduly constrained in where they live provided the response requirements in item #1 above can be complied with.
3. **Nexus Pass.** Should the employee and County agree to obtain a nexus pass the County will pay the costs associated with such. The Union agrees that the County's payment of nexus pass is specific to the PRP and does not set precedence for any other employees covered under the Agreement.

M & O Position Only:

4. **Openings for PRP.** The position will be titled Pt. Roberts Maintenance Worker at range 130.2, will be on the Pt. Roberts crew, and will not be eligible to bid for lateral openings in M & O. Openings for PRP may be filled per section 7.03c (Openings in Public Works) of the Agreement. Vacancies shall only be filled with an employee not residing within the response time zone, if the employee and County mutually agree.
5. **Hours of Work.** The PRP will normally work a Monday through Friday workweek, but, shall be subject to an open work week which may be performed at any time of day or day of the week when services are so required. The employee assigned to the PRP shall work as required by the needs of the Department and will be paid overtime only for all hours worked over forty (40) hours in the workweek. Should a shift be established per section 3.07 (Work Outside of Normal Hours) of the Agreement, this position will be compensated the premium pursuant to the Agreement. The County agrees that they will

reasonably endeavor to advise the employee of a known change to their normal workweek schedule at least two weeks in advance excluding emergent situations that may arise.

6. **Emergency Call back.** The County will provide the PRP with a cell phone or pager for the purpose of emergency call back. This position will receive pay per section 3.05d (Pagers and Cell Phones) of the Agreement.

Parks and Recreation Position Only:

7. The PRP shall be subject to an open work week and may perform duties at any time or any day of the week when services are required and be exempt from overtime as outlined in Section 3.02e (Parks Department Overtime Exception).

**LETTER OF UNDERSTANDING #4
CONFIRMATION OF AGREEMENTS
MASTER COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Union Local 231, hereafter called "the Union" regarding and attached to the Master Collective Bargaining Agreement.

1. Excluded Position. When the current incumbent leaves the supervisory/confidential position of Coordinator in the Hearing Examiner's Office, it is mutually agreed by the County and the Union the position shall convert to an unrepresented position. If the above position is vacant when the Master Agreement is ratified, the position shall be an unrepresented position.

2. Attendance. The County agrees that in the event it should desire to adopt an attendance policy or standard that no such policy or standard shall be adopted until the County shall have given 90 days' notice to the Union and during that time bargained with the Union regarding any impact on Union Members.

3. Paint Striper. Employees when actively operating the spray guns, driving the Paint Striper, or performing associated maintenance and clean-up during periods of operation will be paid at their current step in the Heavy Equipment Operator range for all such hours worked on the Paint Striper.

4. Increase of Part-Time Positions. It is understood and agreed the County may mandate an increase in any part-time position up to 1.0 FTE, if funds become available.

5. Labor Management Meetings. The parties agree that there shall be labor management meetings to address the Skill Enhancement Program (SKEP) or other topics as agreed to by the parties during the life of this Agreement.