

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202201034

Originating Department:	Administrative Services
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Human Resources (HR)
Contract or Grant Administrator:	Melissa Keeley, HR Manager
Contractor's / Agency Name:	CBA between Whatcom County and PROTEC17
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Collective Bargaining Agreement between Whatcom County and the PROTEC17, representing certain employees in the Health Department, effective January 1, 2022 through December 31, 2023.	
Term of Contract: Two years	Expiration Date: 12/31/2023

Contract Routing:	1. Prepared by: <u>Melissa Keeley</u>	Date: <u>1/12/22</u>
	2. Attorney signoff: <u>George Roche</u>	Date: <u>1/20/22</u>
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: <u>Sappan Siblu</u>	Date: <u>1/28/22</u>
	7. Council approved (if necessary): <u>✓ AB2022-060</u>	Date: <u>1-25-22</u>
	8. Executive signed: <u>✓</u>	Date: <u>1-31-22</u>
	9. Original to Council: <u>✓</u>	Date: <u>2-4-22</u>

WHATCOM COUNTY
CONTRACT NO.
202201034

COLLECTIVE BARGAINING AGREEMENT
By and Between
WHATCOM COUNTY

and

PROTEC17

January 1, 2022 – December 31, 2023

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**AGREEMENT
By and Between
WHATCOM COUNTY
and
PROTEC17**

PREAMBLE

This Agreement is by and between Whatcom County, hereinafter referred to as the "County" and PROTEC17, hereinafter referred to as the "Union."

The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality community public health services, efficiently and economically, by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer, employee relations.

ARTICLE 1 - RECOGNITION

Section 1.1 Recognition. The County recognizes the Union as the sole collective bargaining agent representing all full-time and part-time employees working in the collective bargaining unit certified by the Public Employment Relations Commission in Case No. 2687-E-80-519, in those job classifications listed in Article 16 as they currently exist or as they may be amended during the life of this Agreement. Excluded from the bargaining unit are temporary full- or part-time help hired for periods of less than 1040 hours in a year to meet the transient needs of the County who are notified in advance of being hired that employment will be terminated when the County determines the need for temporary help is over. A temporary employee may not be employed by the County for more than 1040 hours in a year. Unless mutually agreed, consecutive temporary appointments of the same employee to perform the same duties cannot be made without a minimum of ninety (90) days break in service.

Section 1.2 Unilateral Changes. The County agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement. This section shall not be a waiver of RCW 41.56 rights. The County's implementation or utilization of contractual provisions shall not be a unilateral change.

Section 1.3 Bargaining Unit Work. Existing bargaining unit work shall be performed by bargaining unit employees. When a new classification is created, the Union will continue to be recognized as the exclusive bargaining representative for employees performing traditional bargaining unit work, unless they are bona fide administrative/management positions.

ARTICLE 2 - UNION SECURITY

Section 2.1 Dues. 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 pay period following receipt of the authorization form. The County shall submit the dues to the address and name provided by the Union.

Section 2.2 Indemnification of County. The Union and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deductions.

Section 2.3 New Bargaining Unit Members. The County will provide Union representatives reasonable access to new employees during the work time for up to thirty (30) minutes within ninety (90) days of hire for the purpose of presenting Union membership information.

Section 2.4 Revocation. An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Union. After the County receives confirmation from the Union that the employee has revoked authorization for deductions, the County shall end the deduction no later than the second payroll after receipt of the confirmation.

Section 2.5. New Hire Notice to Union. The County agrees to notify the Union biweekly of new hires. Notification will be in writing and will include the name, address, date of hire, classification, work location and phone number.

ARTICLE 3 - MANAGEMENT RIGHTS

The County retains all rights except as those rights are limited by the express 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.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 4.1 Basic Workweek/Workday. The basic workweek schedule shall be forty (40) hours, Monday through Friday. The basic workday schedule will be eight (8) hours. Alternative schedules that differ from the basic workday/workweek schedule may be established when agreed to by the affected employee and the Director or designee using the PROTEC17 Alternative Work Schedule Request Form. (Addendum C) Special programs or unusual circumstances may necessitate work on other days; in such instances, the workweek shall be five (5) days out of a seven (7) day period, provided that the County shall notify employees at least one (1) week prior to changing their workweek schedule. Nothing in this article shall prevent the Health Director from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency as determined by the Director.

Section 4.1.1 Work in Pt. Roberts. Employees who are required by the County to cross the border to Pt. Roberts to perform work will cooperate with their supervisor to adjust their schedule within the week to avoid the payment of overtime. Both parties recognize there may be circumstances where overtime work is unavoidable.

Section 4.2 Part Time Schedules. Full-time employees may request to work a 0.9 or .95 FTE part-time schedule. Part-time schedules will be mutually agreed to between the employee and the Director in writing. In the administration of this section, employees choosing

to change their FTE as permitted must notify the Director no later than July 1 effective the following January. Any employee currently on a part-time schedule may revert back to a full-time schedule the first pay period following the date of adoption.

Section 4.2.1 Schedule Requirement. Employees working less than a full time schedule shall schedule no more than forty (40) hours in each work week.

Section 4.3 Breaks. Breaks include two (2) paid fifteen (15) minute rest breaks and a thirty (30) to sixty (60) minute lunch period on the employee's own time. The lunch period is to 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. Employees not "required" to work by their supervisor without a rest or lunch break are deemed to have been "allowed to take a lunch or rest break. Rest and lunch breaks may be intermittent. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or workweek.

Section 4.4 Overtime. All overtime must be approved in advance by the employee's supervisor. All work performed in excess of the scheduled workday or workweek, shall be compensated at time-and-one-half (1½) the regular straight time hourly rate of pay. Payment for such hours worked shall be in wages or in equivalent compensatory time, in accordance with Section 4.13 below. An employee may request to waive their contractual right to overtime as outlined in this section to accommodate a Flex Time agreement in accordance with section 4.6 (Flex Time). An employee may be required to waive their contractual right to overtime to accommodate a temporary adjustment to their Alternative Schedule in accordance with section 4.9.2 (Temporary Changes).

Section 4.4.1 Overtime for Employees Working Less than 1.0 FTE. Part-time employees shall be paid at the time-and-one-half (1½) overtime rate as follows:

(1) Daily: The employee is assigned to work outside their scheduled work day in excess of eight (8) hours per day or their scheduled work day, whichever is greater; or

(2) Weekly: The employee has worked in excess of forty (40) hours during the workweek; or

(3) Saturday, Sunday and Holidays: The employee is assigned by their supervisor to work on a Saturday, Sunday or Holiday outside of their normal work week.

Overtime will not be paid twice for the same hours worked. Hours that have been counted as daily overtime will be used to calculate the 40-hour weekly threshold.

Section 4.5 Meetings/Training. Employees assigned by management to attend meetings or training on behalf of the County outside the employee's regular schedule shall be paid at the appropriate overtime rate or may request compensatory time according to section 4.13. Employees may request to flex their time in lieu of overtime according to section 4.6 Flex Time. When the mandated training or meeting is in another city, same day travel time outside of the employee's regular commute time, shall be compensated as hours worked for both a passenger in a vehicle and the vehicle driver. When mandated meetings or training involves overnight travel the travel time for the driver shall be compensated as hours worked. A

passenger in a vehicle attending overnight meetings or training shall not be compensated for travel time outside of their scheduled work day. Overtime shall not be approved for non-mandatory meetings or training.

Section 4.6 Flex Time. Upon employee request for a change of workday or workweek schedule and by mutual agreement between the employee and the Director or designee, an employee may “flex” their schedule to accommodate periodic personal employee matters, health care provider appointments, temporary schedule adjustments, attendance at meetings or training 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 for overtime, out-of-classification pay, holidays, etc.

Section 4.7 Weekend Food Service Inspections. The County may establish a regular part-time position for weekend temporary food service inspections only, which shall be exempt from overtime provisions of Article 4 unless the employee’s work hours exceed 40 hours in a scheduled workweek.

Section 4.8 Pyramiding of Overtime. The hour requirements referred to above shall in no manner constitute a guarantee, nor shall there be any pyramiding of overtime.

Section 4.9 Alternative Schedules for Full-Time Employees. An Alternative Schedule may be established for full-time employees by written mutual agreement between the Director or designee and an employee with the concurrence of the Executive or his or her designee. Absent such an agreement, section 4.1 shall apply. An employee may fill out an Alternative Work Schedule Request Form (Addendum C) which, when approved by the Director or designee, establishes the employee’s schedule and work week. Alternative Schedules shall not impede service to the public nor increase costs to the department as determined by the Director.

Section 4.9.1 Rescinding of Agreement. The Director or designee may rescind an Alternative Schedule agreement on an individual or program basis for bona-fide business reasons. The Director shall provide the Union with ten (10) days notice of any impending rescission and shall afford up to an additional ten (10) days of opportunity for discussion and consideration of any concern of the Union.

Section 4.9.2 Temporary Changes. The Director or designee may temporarily adjust Alternative Schedules, including coming off Alternative Schedules or changing a scheduled day off, from time to time to meet service and coverage needs, as determined by the Director, without the payment of overtime, so long as a FLSA exempt employee shall not be required to work more than eighty (80) hours in a pay period without the payment of overtime. Employees working less than full time shall not be required to work more than forty (40) hours in their workweek without the payment of overtime.

Section 4.10 Emergency Call-Backs. Emergency call-backs will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1½). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at time and one half (1 ½) and no deduction will be made from the employee's vacation

balance for a day when the employee is recalled.

Section 4.10.1 Telephonic Response. Employees authorized by their department head or designee to telephonically respond to emergencies, and who do respond 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 (1½).

Section 4.11 Reporting Pay. An employee who reports for work at the time scheduled by the County shall be entitled to pay for the full scheduled workday, even if the County is unable to provide work on the day they report. This reporting pay guarantee does not apply if the County notifies the employee prior to the start of his or her regularly scheduled shift not to report for work through any reasonable communication, such as electronically, voicemail, email, radio or television announcements, or in person.

Section 4.12 Absence Due to Adverse Weather. Absence or tardiness due to an employee's inability to report for scheduled work because of severe inclement weather conditions caused by severe inclement weather or other unusual emergency conditions shall be charged to one of the following in sequential order, unless the employee wishes to designate a specific alternative option:

- a. Compensatory time,
- b. Any accrued vacation leave,
- c. Personal Holiday,
- d. Flex time per Section 4.6,
- e. Leave without pay.

An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the departmental payroll clerk is notified before the payroll cutoff date.

Section 4.13 Compensatory Time. Compensatory time may be substituted for payment of one and one-half (1½) times the regular hourly pay rate for overtime work, by mutual agreement between the employee and the County, under the following conditions:

a. Accrual. The County may grant the request, but shall not impose compensatory time upon any employee who has not requested it. The County shall grant employee requests for compensatory time in lieu of overtime up to an accrual of twenty-four (24) hours per calendar year and such additional amounts per mutual agreement of the County but in no event shall compensatory time exceed eighty (80) accrued hours. Compensatory time is accrued at the rate of one and one-half (1½) hours for each hour of overtime worked.

b. Usage. An employee will be allowed to use the compensatory time within a reasonable period of time mutually acceptable to the employee and supervisor, so long as such use does not unduly disrupt the operations of the County.

c. Cashout. All compensatory time earned shall be cashed out each year in December in the last paycheck of the calendar year. The payment shall be calculated on the basis of the employee's regular hourly rate at the time payment is received. Upon termination of employment, an employee shall be paid for unused accrued compensatory time at the employee's current regular hourly rate.

ARTICLE 5 - HOLIDAYS

Section 5.1 Eligibility Criteria. All benefit eligible full-time and part-time employees (.5 FTE or above) are eligible for holiday pay when a recognized holiday falls in a month where an employee is regularly scheduled to work. To receive holiday pay, an employee must have been in paid status or on an approved unpaid voluntary furlough the entire scheduled workday before and after the holiday. "Paid status" is defined as payment of wages for work performed, vacation or accrued sick leave, or other paid leave including income for industrial injury not to exceed twelve (12) calendar months.

Section 5.1.1 Employees Working Less Than 1.0 FTE. Part-time employees are eligible for holiday pay on a pro-rated basis in relation to their currently assigned, budgeted full-time equivalency (FTE).

Section 5.2 Holiday Schedule. The following days shall be considered as holidays with pay under the terms of this Agreement:

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

Section 5.2.1 Holiday Timing. If a holiday falls on a Saturday, it shall be observed the preceding Friday; if it falls on a Sunday, it shall be observed the following Monday.

Section 5.3 Holiday Pay. Employees who are assigned to a standard eight (8)-hour workday and forty (40)-hour workweek will receive eight (8) hours of holiday pay.

Section 5.3.1 Working a Holiday. If an employee works on a holiday, he or she shall receive one and one-half (1½) times the regular rate of pay for all hours actually worked.

Section 5.4 Personal Holiday. Each employee shall receive one (1) personal holiday on January 1 each calendar year which may be taken by the employee when the schedule is approved by the County. The personal holiday must be taken during the calendar year awarded and cannot be cashed out upon separation. Employees who received a personal holiday on January 1 are not entitled to another personal holiday until January 1 of the following

year.

Section 5.4.1 Personal Holiday for New Hires. New hires must have been on the County’s payroll three (3) calendar months of 80 compensated hours prior to utilizing the personal holiday.

Section 5.4.2 Employees Working Less Than 1.0 FTE. The personal holiday for employees working less than an assigned eight (8) hour schedule 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.

ARTICLE 6 - VACATIONS

Section 6.1 Eligibility. 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 other 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 be credited as compensation.

Section 6.1.1 New Employees. New employees may use accrued vacation beginning the first pay period following completion of their initial probationary period.

Section 6.2 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:

During the Following Years of Service	Hours of Vacation
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

Section 6.2.1 Employees Working Less Than 1.0 FTE. Part-time employees are eligible to accrue paid vacation on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency (FTE).

1. **Section 6.2.2 Maximum Accrual.** Employees may accrue and carry forward a maximum of two hundred and forty (240) hours vacation on December 31 of any year. Unused vacation in excess of two hundred and forty (240) hours on December 31 shall be forfeited except when an employee whose timely vacation request is denied due to the County's needs, shall be allowed to carry over vacation in excess of the two hundred and forty (240) hours maximum for up to twelve (12) months.

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

Section 6.3 Scheduling. The County reserves the right to restrict the number of employees on vacation at any one time to maintain operational efficiency.

Section 6.3.1 Vacation Requests. Requests for leave shall be in writing and approved in advance in writing by the employee's supervisor. In the event of conflicts between employees' requests for leave, the employee first requesting leave shall prevail. Vacation may be taken with the County's approval.

Section 6.4 Vacation Pay. All vacation pay shall be based on the employee's regular rate of pay in effect during the time he or she takes a vacation. If a holiday recognized by the Agreement falls on a normal working day during which the employee is on vacation, the holiday shall not be counted against the employee's vacation account.

Section 6.5 Separation Cashout.

An employee who voluntarily terminates or is terminated for cause shall be compensated for any vacation earned but not already taken. Employees who separate or are terminated before the end of their initial six months of service shall not receive accrued vacation pay.

Section 6.5.1 457 Contribution. An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

ARTICLE 7 – SICK LEAVE

Section 7.1 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; provided that said work, vacation and/or other 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 be credited as compensation.

Section 7.2 Accrual Rate. Sick leave shall accrue to all full-time and part-time employees who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty (960) hours. 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.

Section 7.2.1 Maximum Carry Over. No employee may carry over more than nine hundred and sixty (960) hours of sick leave from one year to the next; however there is no cap on how many hours may be accrued in a year.

Section 7.2.2 Employees Working Less Than 1.0 FTE. Part-time employees accrue sick leave on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency.

Section 7.2.3 Accrual During Paid Leaves. Sick leave shall continue to accrue during paid leaves of absence as long as eligibility criteria is met.

Section 7.2.4 Maximum Accrual & Additional 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 year.

Section 7.3 Sick Leave Usage. Employees may use accrued sick leave for absences due to illness (mental or physical), injury, or health condition and for preventive care for the employee or the employee's family members or for any other purpose provided by law. Sick leave may also be used for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030) or when an employee whose exposure to contagious disease, as determined by the Health Officer, would jeopardize the health of fellow workers or the public. New hires may begin using sick leave once accrued. The parties recognize it is in their mutual interest that sick leave benefits be used appropriately.

Section 7.3.1 Family Member. For purposes of this section, family member includes a spouse, a child, parent, parent-in-law, a registered domestic partner, a grandparent or grandchild or a sibling of the employee.

- 1) Child includes biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- 2) Parent includes biological, adoptive, de facto, foster parent, stepparent, or legal guardian or the employee, parent of the employee's spouse or domestic registered partner, or a person who stood in loco parentis when the employee was a minor child.

Section 7.3.2 Verification. For absences exceeding three consecutive work days, the County may request an employee to provide verification that the use of paid sick leave is for an authorized purpose. The employee must provide verification within ten (10) work days following the first day of leave, except for domestic violence leave.

Section 7.3.3 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.

Section 7.3.4 Return Rights From Leave of Absence. Employees on extended leave of absence because of illness or injury shall retain the right to return to their original position for a period of one (1) year from the last day for which they have received compensation. Any employee off due to illness or disability who returns to work will be credited for length of return time within the twelve (12) month limit if the employee must go back on disability for the same illness/injury. For example, an employee who is absent for two (2) months due to a back injury, and who then returns to work for one (1) month, followed by another extended absence due to the same back injury, would have eleven (11) months in which to return to his or her original position under this section of the Agreement. However, if the second extended absence was due to a different condition, such as a heart attack, the employee would have twelve (12) months in which to return.

Section 7.3.5 On-The-Job Injury. An employee may use sick leave to offset loss of wages when he or she is injured on the job and is collecting time loss compensation.

Section 7.3.6 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.

Section 7.4 Separation Cashout. An employee shall be entitled to cash 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 thirty (30) days' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.

Section 7.4.1 457 Contribution. An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

ARTICLE 8 - BEREAVEMENT LEAVE

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (up to forty (40) hours) off without loss in pay for bereavement in the death of a spouse, state registered domestic partner, child or parent (including step), of the employee or spouse. An employee shall be allowed three (3) days off without loss of pay for other immediate family members. Other immediate family is defined to be: brothers, sisters, grandchildren, or grandparents of either the employee or the employee's spouse, including step. 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 equivalence. Upon the employee's request the County shall allow up to two (2) additional days off for bereavement, to be taken at the employee's option as personal holiday, vacation, compensatory time, or unpaid leave.

ARTICLE 9 - FAMILY AND MEDICAL LEAVE

Section 9.1 Family and Medical Leave. The County agrees to provide leave to any eligible employee covered by this Agreement, consistent with the state and federal law. Employees eligible for statutory leave may elect to use any combination of accrued paid leave and unpaid leave. Employees absent due to work-related injury may use paid leave accruals for the portion of pay not provided through time loss.

If an employee has used a total of 480 hours (pro-rated based on FTE) of statutory leave, paid or unpaid, during County employment, he or she will be required to exhaust all but 40 hours of available vacation accruals or personal holiday before using unpaid FMLA leave.

Section 9.2 Additional Maternity Leave. Additional leave, without pay, may be granted up to a total of six (6) months at the discretion of and with prior approval of the County. Normally, no extension beyond six (6) months will be granted; however, under extraordinary circumstances, up to an additional six (6) months may be granted at the discretion of the County. If leave under this provision qualifies as leave under any federal or state statutes, the period of leave shall be counted concurrently.

Section 9.3 Physician Certifications. The County may require physician certifications of the nature and duration of an employee's absence from work. The County may also require recertifications, second opinions, periodic progress reports, certification of an employee's ability to return to work, and/or an employee's ability to continue the full performance of the employee's duties.

Section 9.4 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 administered by Employment Security under 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.

Section 9.5 Statutory Change. In the event any of the foregoing statutes should be amended or eliminated, either party can open this article for negotiations.

ARTICLE 10 - LEAVES OF ABSENCE

Section 10.1 Jury Duty & Civil Leave. Civil leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state, or municipal court when a subpoena compels such testimony and such testimony is in connection with a matter in which Whatcom County is a party. Any employee must notify the immediate supervisor prior to taking civil leave and show proof of compulsion. When an employee receives any payment for serving as a juror or witness such payments must be paid to the County.

Section 10.2 Military Leave. Compensation, benefits and re-employment rights before, after, and during 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. Annual military leave with pay will be for a period not exceeding twenty-one (21) days per year, beginning October 1 and ending the following September 30, unless revised by law.

Section 10.3 Other Leaves of Absence. Any employee may be granted leave of absence without pay for a period of six (6) months at the discretion of and with prior written approval of the County. Under special circumstances, the period may be extended an additional six (6) months at the discretion of the County. No leave of absence shall be taken unless the Employee has first expended compensatory time, accumulated vacation leave, personal holiday and sick leave, if allowable; provided this prohibition may be waived upon application to, and at the discretion of, the County. If leave pursuant to this provision would also qualify as leave under any federal or state statute, including the Federal Family and Medical Leave Act or any applicable Washington state statutes, the period of leave will apply toward the employee's entitlement to leave under any applicable statute.

Section 10.4 Seniority and Benefits Coverage. Upon return from any authorized leave of absence with pay, an employee shall be entitled to the former position or a similar position, and there shall be no reduction in seniority, status, or pay. Seniority shall not be credited for leaves of absence without pay. An employee during a leave of absence may continue medical, dental, or life insurance benefits provided such employee makes satisfactory arrangement for payment of such premiums.

Section 10.5 Professional Training. The County reserves the right to determine the type and amount of professional training the employees shall receive with pay; provided that at least four (4) days per employee per year with pay will be provided to allow employees to attend such professional work-related conferences and training programs.

Section 10.6 Educational Leave. Any employee may be granted an unpaid leave of absence for up to one (1) year for educational purposes not leading to a master's degree, or up to two (2) years for programs leading to a master's degree. All educational leave will be granted only at the discretion of and with prior written approval of the County. The further education sought must be related to the profession of the employee and provide skills that can be utilized by the County. Two (2) months prior to the termination of leave, the employee must confirm in writing to the County the intention to return to work. The employee is entitled to return to her/his former or equivalent position. Seniority shall not accrue during the unpaid leave.

Section 10.7 Examination Leave. Employees will be allowed to take the examination for Environmental Health Specialist II and Environmental Health Technician II on work time, subject to prior notice and approval of their supervisor.

Section 10.8 Failure to Return From Leave. Failure to return from an authorized leave of absence may be grounds for discipline up to and including discharge.

ARTICLE 11 - COMPENSATION AND RATES OF PAY

Section 11.1 Salary Schedules. All bargaining unit employees shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are made a part of this Agreement by reference. Effective the first full pay period of 2022, each wage step of the 2021 salary matrix will increase by 3%. Effective the first pay period of April 2022, each employee in the union employed on that date will be paid a one-time lump sum payment of \$1000.

Effective the first full pay period of 2023, each wage step of the 2022 salary matrix shall increase by 2%. Should the County provide a 2023 wage increase in excess of 2% to any other group of employees represented or non-represented, not including interest arbitration and the newly certified Public Defenders unit who have not received a wage increase since January 2020, the Union may request to re-open Article 11 for the sole purpose of discussing wages in 2023.

Section 11.2 Longevity. Starting with the employees' seventh (7th) year of employment, employees who are at .5 FTE or above, shall receive longevity pay - five-dollars (\$5) per month (thirty-five (\$35) for each year of service) in addition to his or her regular pay. Thereafter on each anniversary of each year they shall receive five dollars (\$5) per month for each year of service to a maximum of twenty-five (25) years - one hundred twenty-five dollars (\$125) per month. Payment shall commence on the first day of the month following the employee's anniversary date. Effective the first full pay period in January 2009, longevity will be eliminated as a separate compensation item and will be 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.

Section 11.3 Premium. Licensed social workers who maintain current licensure by the State of Washington will receive premium pay of twenty-nine cents (29¢) per hour, effective on the first day of the next payroll period following the date of licensure. Effective the first pay period 2008 matrix rates are implemented in the payroll computer system, Licensed Social Worker premium will be eliminated as a separate compensation item and will be added to the base wage for range 46A where it shall be increased automatically, as future wage increases occur.

Section 11.4 Probationary Period. Employees shall be on probation during their first six (6) months of employment, provided; however, any unpaid absences will extend the

probationary period by the total number of days absent from County facilities for any non-County reason. 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.

Section 11.5 Step Increases. Step increases are awarded per Addendum B (based on an overall performance evaluation rating of “meets job requirements”) on the first day of the month in which the employee’s anniversary/step date falls.

Section 11.6 Electronic Contact. The parties agree that a public health emergent situation may be identified by the Director, or designee, as requiring a bargaining unit member with specific expertise, which is otherwise not readily available, to remain in electronic contact with the Department. During such periods, assigned employees shall receive eight dollars and seventy cents (\$8.70) per day. When employees respond in person, they will be compensated per Article 4.10 Emergency Callbacks. When employees respond telephonically, they shall receive one (1) hour minimum pay per incident at the rate of time and one-half (1½) at any time they respond outside normal work hours. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

ARTICLE 12 – NO STRIKE – NO LOCKOUT

There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line, or lockout concerning matters covered by the Agreement for its duration. Any action of the County in closing operations during a riot or civil commotion, for the protection of the property, shall not be deemed a lockout. Notwithstanding the foregoing, it shall not be considered grounds for discipline or discharge for employees to observe a lawful picket line except when the Health Director has directed a member of the bargaining unit to cross the picket line to perform duties immediately and directly necessary for the protection of the public health.

ARTICLE 13 – CLASSIFICATIONS

Section 13.1 Job Assignments. The County shall assign the work of employees. The County at its discretion may shift employees within a job classification to operate more efficiently, to fill a vacancy, for training purposes, for better fit, or for any other business needs.

Section 13.1.1 Written Notice of Interest. Bargaining unit members may provide written notice to their manager of their interest in a specific area of assignment within their classification. Such requests will be kept on file by the Manager for two years and considered when a vacancy occurs within an employee’s current classification.

Section 13.2 Out-of-Class Pay. When an employee works in a higher classification for five (5) or more working days, such employee shall be paid at the higher rate of pay.

Section 13.2a Training. Section 13.1 shall not apply to employees being trained for one (1) calendar month in a higher classification. During such training, employees shall not

be paid above their regular rate of pay.

Section 13.3 Temporary Assignments. An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.

Section 13.4 Pay Ranges. The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content. Disputes regarding proper pay range placement shall be subject to negotiations.

Section 13.4.1 Classifications. Any changes, additions or deletions of classifications shall be subject to negotiations.

ARTICLE 14 - HIRING AND PROMOTIONS

Section 14.1 Job Posting. 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. Employees may subscribe to receive immediate notification at the time the posting is published. It is understood that the County may shift employees within a job classification to fill vacancies without first posting the vacancy.

Section 14.2 Openings. Preference in filling bargaining unit vacancies and new positions created during the term of this Agreement, including supervisory positions, will be given to regular employees having the necessary qualifications, except as restricted by the Layoff and Recall Article of this Agreement.

Section 14.2.1 Bargaining Unit Members Considered First. Preference in hiring and promotion shall mean that qualified regular employees who apply for such position shall be considered first, and applications from outside the Health Department will be considered only if the County decides not to make a selection from the employee applicants.

Section 14.3 Promotion Criteria. Except for supervisory positions (which the County may fill in accordance with its sole judgment), promotions will be based on meeting of qualifications, job knowledge, past performance and seniority. Where qualifications, job knowledge and past performance of applicants for non-supervisory positions are relatively equal, seniority will apply. For purposes of this Section, "Supervisory Positions" are Environmental Health Supervisor and Nutrition Supervisor.

Section 14.4 Promotion and Reclassifications. In the event of a promotion or reclassification, an employee shall move to the closest step in the new wage range as itemized below. All promotions are subject to a four (4) calendar month evaluation period (six (6) calendar months for supervisory positions) during which time, if an employee is unsuccessful, they shall be returned to their former classification. If during the one (1) month following appointment, the employee elects to, they shall be returned to his or her original classification retaining all seniority rights. The top wage step is defined as the highest step in a given range which is comprised of an increase in the wage component (as opposed to an increase in just the longevity component) over the preceding step.

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

- For employees currently below the top wage step, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in the top wage step. The reclassification or promotion date becomes the date from which to determine next step date.

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

Section 14.4.1 EHS Promotions. Promotion to Environmental Health Specialist II is effective the first pay period following written notification to the County of the employee passing the RS/REHS examination so long as the employee meets the minimum qualifications of the position. The promotion date becomes the date from which the next step date is determined.

Section 14.5 Position Realignment. The Union may petition the County for realignment of a position by August 15 of any year to be effective the following January. A position shall be realigned if it is at least three percent (3%) below the average of the top step of comparable positions. For the purposes of this section, Whatcom's top step for comparability purposes shall be the last step before the new longevity-only step. For the positions to be reviewed, there must be at least four (4) matches to comparable counties or health districts (Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima). All comparable counties or health districts where matches exist must be used. If four (4) matches to comparable counties or health districts do not exist for the particular classification, then available comparables shall be used for guidance along with any additional comparability information the Union feels is reasonable and relevant. The County has the discretion to determine if a position is comparable but may not unreasonably deny a comparable. When realignment is justified in accordance with this provision, the position will be adjusted one range up and employees placed in the new range at their current step. The effective date of the realignment shall become the step increase date.

Section 14.6 Drivers Abstract. Employees who drive for County business shall comply with County Policy AD113001Z. Throughout employment the County may review an employee's driver's abstract.

Section 14.7 Background Checks. The County may review an employee's background.

Section 14.8 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. In the event U.S. employees are required to provide documents crossing the border where the cost to the employee would exceed \$50, the County and Union agree to meet and bargain the impact on employees.

ARTICLE 15 - EMPLOYMENT PRACTICES

Section 15.1 Non-Discrimination Clause. The County and the Union shall comply with all applicable federal, state, and local laws prohibiting discrimination in employment, except as provided in Article 2 - Union Security and applicable law as provided in RCW 41.56. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

Section 15.2 Discipline and Discharge. The County shall take no adverse action against any employee including discipline, discharge or suspension without just cause, provided that a probationary employee (as defined in Section 11.4) may be summarily discharged.

Section 15.3 Union Representative. The union representative shall have access to the office during business hours, providing he or she does not interfere or cause employees to neglect their work.

Section 15.4 Negotiating Committee. One (1) employee of the bargaining unit shall be allowed paid time off for contract negotiation purposes. If the negotiations continue beyond the employee's regular workday, such employee shall not receive any pay beyond his or her regular work hours for participating in the negotiations. One (1) additional bargaining unit employee elected to serve on the negotiating committee will be released (without pay) from work to attend scheduled negotiating meetings. Upon request from the Union the County will provide a written statement of the dates and hours of release time and the employee's regular hourly rate.

Section 15.5 Bulletin Board. The County shall provide bulletin board space for use by the Union in areas accessible to members of the bargaining unit.

Section 15.6 Access to Space. The County shall, according to County policy AD118005Z, make available to the Union, meeting space, rooms, etc., for the purpose of labor and management activities that are for "governmental purposes" and, where such activities would not interfere with the normal work of the County, provided that bargaining unit employees who attend such meetings shall be on their own time.

Section 15.7 Copies. The County will post this Agreement on the County's web site and provide a copy to the Union in electronic format. The County will update the link with any changes to the Agreement.

Section 15.8 Mileage Reimbursement. The County agrees to reimburse employees for mileage based on Internal Revenue Service guidelines for the use of their own vehicle while on official County business.

Section 15.9 Personnel Files. The employees covered by this Agreement may

examine their personnel files.

Section 15.10 Discipline. Employees shall have the right to Union representation at any meeting regarding the discussion of possible disciplinary action affecting the employee. If the employee desires Union representation, said employee shall be provided reasonable time to arrange for Union representation. Prior to such meeting, the supervisor involved shall notify the employee of his or her right to such representation.

Section 15.11 Performance Evaluations. Any performance standards used to measure the performance of employees shall be fair, just and reasonable and uniformly applied throughout the Department.

Section 15.12 Electronic Funds Transfer. All regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment.

Section 15.12.1 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 Executive or his or her designee may grant exceptions.

Section 15.12.2 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 (3) months. The Executive or his or her designee may grant exceptions.

Section 15.12.3 Inability Waiver. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

Section 15.13 Eligibility Quirks. If an employee fails to receive compensation in any month for eighty (80) hours as required by Articles 5, 6, 7 and 23 of the Agreement, and the failure is due to a quirk in scheduling and through no fault of the employee, the individual nevertheless shall be considered eligible for all applicable benefits during the month in question.

Section 15.14 Information Request Notice. The County shall, as soon as reasonably possible, notify an employee of any public disclosure request demanding the release of an employee's personal information.

ARTICLE 16 - LAYOFF AND RECALL

Section 16.1 Layoff. The County and the Union agree that seniority (defined as length of continuous service in one of the four Groups listed below) shall govern in layoff and recall procedures. In the event of a layoff, the County shall identify the position in the Group which is to be cut. This Article shall not apply to any probationary employees (defined as those employees with less than six (6) months of service).

Group I - Environmental Health

1. Environmental Health Supervisor

2. Environmental Health Specialist III
3. Environmental Health Specialist I and II
4. Environmental Health Technician I and II

Group II Nutrition

1. Community Nutrition Specialist

Group III - Social Work

1. Licensed Social Worker

Group IV - Health Education

1. Public Health Educator

In the event an employee transfers from one Group or from another bargaining unit to one of these Groups, the employee will go to the bottom of the seniority list within the Group, regardless of the seniority they held in the former Group or bargaining unit. However, they will retain their sick leave bank and vacation and longevity will be calculated from the date of hire by the County.

Section 16.2 Reduction of Hours. The above procedure shall apply in cases of reduction of hours of any job as well as layoff.

Section 16.3 Layoff Notice. The County will make a good faith effort to provide thirty (30) days (but not less than fifteen (15) calendar days) written notice to employees initially selected for layoff due to reduction in force. The County agrees in the event of a layoff or reduction of hours within the bargaining unit, the County will notify the Union to discuss the procedure to be utilized.

Section 16.4 Bumping Rights. If that employee is senior to another employee in the Group holding a position which is at the same or lower classification, and if the laid-off employee is qualified in the judgment of the Health Director to fill the position held by the junior employee, the senior employee may exercise seniority rights to "bump" the junior employee.

Employees bumping to a lower range will maintain at least their current rate of pay (but no higher than the top step of the position the employee bumps into). 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. Provided, an employee who exercises seniority rights under Article 16.1, will be red-circled at their current wage rate through the end of the fiscal year.

Section 16.5 Loss of Seniority. An employee shall lose seniority under this agreement for the following reasons:

- a. Voluntary termination.
- b. Discharge for cause.
- c. Failure to return to work if first offer of recall is refused.

d. Layoff for a period exceeding thirteen (13) months.

Section 16.6 Recall. No new employee shall be employed to perform work in the bargaining unit from which employees have been laid-off until all eligible laid-off employees possessing the minimum qualifications for said position have been offered re-employment. The order of recall shall be in the reverse order of lay-off.

Section 16.6.1 Recall Notice. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee.

Section 16.6.2 Recall Rights. Employees recalled from layoff shall not forfeit previously accumulated seniority, or unpaid accrued sick leave. Vacation shall begin accruing at the same rate of accrual as at the time the layoff occurred.

ARTICLE 17 - ADVISORY COMMITTEE

The County and the Union agree to establish a Joint Advisory Committee consisting of up to three (3) unit representatives, including the Union representative, and up to three (3) representatives of the County, including a representative from Administrative Services – Human Resources. The purpose of this Committee is to discuss matters of concern to employees or the County. The Committee shall function in an advisory capacity rather than a decision-making capacity and shall be for the purpose of discussing matters of concern to employees or the County and issue resolution. When either party desires to call a meeting of the committee, they will inform the other party (including the Union representative and Human Resources) in writing, at least one (1) week in advance, stating the subjects they wish to discuss. Discussions shall not be considered commitments on the part of either party unless confirmed as an agreement in writing and signed by the Union and the County.

ARTICLE 18 - RETIREMENT

All employees shall be covered by the Washington State Department of Retirement Systems in accordance with applicable law.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.1 Stipulations. Working days as used in this Article shall be defined as Monday through Friday, excluding paid holidays. Probationary employees shall not be entitled to utilize this Grievance Procedure for any disciplinary actions that are taken by the County. Grievances shall be heard on work time except that no overtime shall be paid for grievance meetings unless the County agrees.

The Union shall notify the County as to the identity of the Shop Steward. The Shop Steward shall be allowed to administer the terms of this Agreement and investigate grievances on work time where practical and feasible.

Throughout the procedures as set forth in this Article, grievances may be presented by employees, and/or Shop Stewards and/or Union representatives. Grievances of general

concern to the bargaining unit may be initiated at Step 2 of this Article.

In the event of any dispute arising as to the interpretation or application of this Agreement, it shall be handled in the following manner:

Step 1 – Complaint. The employee and/or the shop steward must take up the complaint with his or her supervisor within ten (10) working days after the employee should have been reasonably aware of the alleged contract violation, or it shall be considered 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 submission, the matter may proceed to Step 2.

Step 2 – Grievance. The employee, within the next ten (10) working days, 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 twenty (20) working days, the Union may refer the dispute to final and binding arbitration as provided below.

Section 19.2 Non-binding Mediation. If the grievance is not resolved at Step 2, by mutual agreement, the parties may seek non-binding mediation through the PERC or otherwise to resolve the grievance, without foregoing their rights to arbitration.

Section 19.3 Arbitration. Upon receipt by either the Union or the County of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the County and the Union shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified arbitrators living in the Northwest from which list the arbitrator shall be selected by alternatively striking one (1) name from the list until only one (1) name shall remain. A hearing shall be conducted by the arbitrator as soon thereafter as is practicable. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing and such decision shall be final and binding upon all parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. In all matters submitted to arbitration, each party to the arbitration shall bear the entire cost of its own witnesses and representatives. The cost of the arbitrator and all other mutually incurred expenses of the arbitration shall be borne equally by the parties.

Section 19.4 Time Limits. Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

ARTICLE 20 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the County are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with, or are different than the provisions of this Agreement, the provisions of said

federal or state law are paramount and shall prevail.

ARTICLE 21 - SAVINGS CLAUSE

If any article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 22 - CONTRACTING OUT

Section 22.1 Bargaining Unit Work. All bargaining unit work of the County shall be performed by bargaining unit employees except where it can be clearly demonstrated that the required expertise is not available, or when work required for special projects of limited duration cannot be performed without excessive overtime hours, or when the County does not own the equipment necessary to perform the work or such equipment owned by the County is not currently available. The County will not subcontract work normally performed by bargaining unit employees if, at the time the work is initially to be subcontracted, employees are on layoff who are entitled to recall to positions which normally perform such work or the subcontracting would result in the layoff of employees who normally perform such work.

Section 22.2 Contracting Out. Except in emergency situations, if the County proposes to contract out bargaining unit work as described above, the reasons for doing so shall be supplied to the Union with ample time for discussion of such decision.

ARTICLE 23 – GROUP INSURANCE

Section 23.1 Health & Welfare. The County agrees to make monthly contributions towards the following plans:

- A. Medical – Washington Teamsters Welfare Trust Plan “B”, to include a 3-month Disability Waiver of Contribution in addition to subsection E. Waiver of Contributions below.
- B. Dental - Washington Counties Insurance Fund (WCIF) Plan D-3, or any successor plan
- C. Vision – Washington Counties Insurance Fund (WCIF) Standard Plan, or any successor plan
- D. Life Insurance – employee only coverage through a carrier to be selected by the County in the face amount 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 \$100 per week
- G. Long-Term Disability - employee only coverage through a carrier to be selected by the County comparable to the current level of benefit

Section 23.2 Premium Payments.

- a. **County Contribution.** For Plan Year 2022, based on the preceding month's hours, the County shall pay the monthly premium cost of \$1,313.20 towards A. Medical and F. Plan D Time Loss. The County agrees to pay the appropriate monthly contribution amount necessary to provide B. Dental, C. Vision, D. Life Insurance, E. Waiver of Contributions, and G. Long-Term Disability during the life of this agreement.

For Plan Year 2023, the County shall pay the actual monthly premium cost or up to \$1,379, whichever is less, towards A. Medical and F. Plan D Time Loss. The County agrees to pay the appropriate monthly contribution amount necessary to provide B. Dental, C. Vision, D. Life Insurance, E. Waiver of Contributions, and G. Long-Term Disability during the life of this agreement.

If requested by the Union no later than August of 2022, the County shall meet with the Union in 2022 to discuss alternatives to the insurance plan described above.

- b. **Employee Contribution.** Should funds designated in Section 23.2 Premium Payments a. County Contribution not be adequate to cover the full contribution for A. Medical and F. Plan D Time Loss, 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.

Section 23.3 Eligibility Criteria. Contributions will begin the first of the month following eighty (80) compensated hours of employment in one (1) calendar 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 other 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 be credited as compensation. Lump sum cash out of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Compensation earned in one (1) month provides benefit coverage in the following month unless stipulated otherwise in plan documents. The County agrees to make contribution into the Benefit Trust Funds, in order to provide the benefits outlined in Article 23 – Group Insurance on behalf of all eligible employees covered by this Agreement. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under the Washington Teamsters Welfare Trust. Benefits shall include the employee, spouse, and dependent children in accordance with the Washington Teamsters Welfare Trust and other Plans.

23.3.1 Employees Working Less than 1.0 FTE. Employees in budgeted positions of less than 1.0 FTE, and not participating in a voluntary job share agreement pursuant to LOU #2, shall contribute a prorated cost for the medical plan in relation to their

budgeted full-time equivalency (FTE) for full family medical coverage. This provision does not apply to any current employee in a 0.9 FTE position who was hired before January 2017.

Section 23.4 Flex 125. All members of the bargaining unit will be eligible to participate in the County's Flexible Spending Account Plan ("Flex 125 Plan").

Section 23.6 Retiree Medical Benefits. The County agrees to follow state law regarding retiree medical benefits.

ARTICLE 24 – INDEMNITY AND HOLD HARMLESS AGREEMENT

The County agrees to hold harmless employees for all damages, including attorney fees, which they may suffer as a result of lawsuits commenced against them arising out of their activities which are within the scope of their employment for Whatcom County. Should the employee's actions be outside the scope of their employment, or the allegations contained in the complaint allege actions which, if proven, would be outside the scope of their employment; or be intentional torts, then the County will not pay that judgment. In addition, the employee will hire counsel. Whatcom County will compensate the employee in a timely manner for that counsel on a reservation of rights basis. This means, if the allegation contained in the complaint is proven then the County will not pay the judgment and the employee will be responsible for reimbursing the County for its attorney fees. However, should the allegation of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney fees.

The Indemnity and Hold Harmless Agreement will be interpreted such that the only circumstances in which the County will not pay a judgment against an employee and the employee will be responsible for reimbursing the County for attorney's fees paid pursuant to a reservation of rights is where it is actually found that the employee acted outside the scope of his or her employment or committed an intentional tort.


ARTICLE 25 – DURATION

This Agreement, including Letters of Understanding #1 and #2 shall be effective upon date of adoption except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st day of December, 2023. Negotiations shall begin at least ninety (90) days prior to expiration.

This Agreement contains the entire understanding and agreement between the parties. Changes to this Agreement, whether by addition, deletion, amendment or modification, must be reduced to writing and executed by both the County and the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18th day of January 2022 by the duly authorized representatives of the parties hereto.

PROTEC17

DocuSigned by:

EC7C1508EF164E8...
Karen Estevenin
Executive Director


Satpal Sidhu
Whatcom County Executive


DocuSigned by:

BF3D05E4A0E849C...
Tom Kunes
Bargaining Unit Committee Member

DocuSigned by:

9E8CE1247376491...
Alexis Young
Local 17 Union Representative

APPROVED AS TO FORM:

DocuSigned by:

65931688882413...
George Roche
Senior Civil Deputy Prosecuting Attorney

DATE OF COUNCIL APPROVAL:

1/25/2022

**ADDENDUM A
TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
PROFESSIONAL AND TECHNICAL
EMPLOYEES, LOCAL 17**

Position Title Index

Range	Position
51A	Environmental Health Supervisor
51	Nutrition Supervisor
48	Environmental Health Specialist III
47	Environmental Health Program Coordinator
46A	Licensed Social Worker
44B	Environmental Health Specialist II
44A	Nutritionist
44A	Community Nutrition Specialist
44	Public Health Educator
40	Environmental Health Specialist I
37	Environmental Health Technician II
33	Environmental Health Technician I

ADDENDUM B

Wages

2022 Hourly Matrix - Effective January 9 (+3.0%)

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
25	\$19.49	\$20.33	\$21.26	\$22.23	\$23.30	\$24.37	\$25.65	\$26.16	\$26.27	\$26.37	\$26.48	\$26.59	\$26.69	\$26.80	\$26.91
33	\$22.04	\$23.09	\$24.20	\$25.42	\$26.63	\$27.92	\$29.34	\$29.34	\$29.46	\$29.57	\$29.69	\$29.81	\$29.93	\$30.05	\$30.17
37	\$24.04	\$25.16	\$26.38	\$27.70	\$29.04	\$30.47	\$31.96	\$31.96	\$32.09	\$32.22	\$32.35	\$32.48	\$32.61	\$32.74	\$32.87
40	\$28.20	\$29.56	\$31.00	\$32.52	\$33.74	\$33.74	\$34.09	\$34.09	\$34.22	\$34.36	\$34.50	\$34.64	\$34.77	\$34.91	\$35.05
44	\$27.93	\$29.30	\$30.74	\$32.26	\$33.82	\$35.51	\$37.16	\$37.16	\$37.31	\$37.46	\$37.61	\$37.76	\$37.91	\$38.06	\$38.22
44A	\$30.74	\$32.26	\$33.82	\$35.51	\$36.82	\$38.23	\$40.04	\$40.85	\$41.01	\$41.18	\$41.34	\$41.51	\$41.67	\$41.84	\$42.01
44B	\$30.74	\$32.26	\$33.82	\$35.51	\$36.82	\$38.23	\$40.04	\$40.85	\$41.01	\$41.18	\$41.34	\$41.51	\$41.67	\$41.84	\$42.01
46A	\$29.58	\$31.00	\$32.49	\$34.10	\$35.71	\$37.49	\$39.26	\$40.04	\$40.20	\$40.37	\$40.53	\$40.69	\$40.85	\$41.02	\$41.18
48	\$32.80	\$34.43	\$36.11	\$37.90	\$39.35	\$40.84	\$42.74	\$43.58	\$43.76	\$43.93	\$44.11	\$44.29	\$44.46	\$44.64	\$44.82
51	\$35.78	\$37.53	\$39.41	\$41.33	\$42.90	\$44.52	\$46.59	\$47.53	\$47.72	\$47.91	\$48.10	\$48.29	\$48.49	\$48.68	\$48.88
51A	\$35.78	\$37.53	\$39.41	\$41.33	\$42.90	\$44.52	\$46.59	\$47.53	\$47.72	\$47.91	\$48.10	\$48.29	\$48.49	\$48.68	\$48.88

2023 Hourly Matrix - Effective January 8 (+2.0%)

Range	12 months of service to move to next step									36 months of service to move to next step (36 months at step 10 required to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
25	\$19.88	\$20.73	\$21.68	\$22.68	\$23.76	\$24.86	\$26.16	\$26.69	\$26.79	\$26.90	\$27.01	\$27.12	\$27.23	\$27.33	\$27.44
33	\$22.48	\$23.55	\$24.68	\$25.93	\$27.16	\$28.48	\$29.92	\$29.92	\$30.04	\$30.16	\$30.29	\$30.41	\$30.53	\$30.65	\$30.77
37	\$24.52	\$25.67	\$26.91	\$28.26	\$29.63	\$31.08	\$32.60	\$32.60	\$32.73	\$32.86	\$32.99	\$33.13	\$33.26	\$33.39	\$33.53
40	\$28.77	\$30.15	\$31.62	\$33.17	\$34.42	\$34.42	\$34.77	\$34.77	\$34.91	\$35.05	\$35.19	\$35.33	\$35.47	\$35.61	\$35.75
44	\$28.49	\$29.89	\$31.36	\$32.90	\$34.49	\$36.23	\$37.91	\$37.91	\$38.06	\$38.21	\$38.36	\$38.52	\$38.67	\$38.83	\$38.98
44A	\$31.36	\$32.90	\$34.49	\$36.23	\$37.56	\$38.99	\$40.85	\$41.67	\$41.83	\$42.00	\$42.17	\$42.34	\$42.51	\$42.68	\$42.85
44B	\$31.36	\$32.90	\$34.49	\$36.23	\$37.56	\$38.99	\$40.85	\$41.67	\$41.83	\$42.00	\$42.17	\$42.34	\$42.51	\$42.68	\$42.85
46A	\$30.17	\$31.62	\$33.14	\$34.78	\$36.42	\$38.24	\$40.05	\$40.85	\$41.01	\$41.17	\$41.34	\$41.50	\$41.67	\$41.84	\$42.00
48	\$33.46	\$35.12	\$36.84	\$38.65	\$40.14	\$41.65	\$43.60	\$44.46	\$44.63	\$44.81	\$44.99	\$45.17	\$45.35	\$45.53	\$45.72
51	\$36.50	\$38.28	\$40.20	\$42.15	\$43.76	\$45.41	\$47.52	\$48.48	\$48.67	\$48.87	\$49.06	\$49.26	\$49.46	\$49.65	\$49.85
51A	\$36.50	\$38.28	\$40.20	\$42.15	\$43.76	\$45.41	\$47.52	\$48.48	\$48.67	\$48.87	\$49.06	\$49.26	\$49.46	\$49.65	\$49.85

ADDENDUM C

ALTERNATIVE WORK SCHEDULE REQUEST

Employee Name: _____ **Position:** _____

Effective Date _____ **% Full-Time Equivalency (FTE):** _____

This schedule must be mutually agreed upon between the employee and employee’s supervisor and have the written approval of employee’s supervisor, division manager and director or designee, and Human Resources. The schedule request must meet the basic requirements outlined in sections 4.4.1, 4.9, 4.9.1 and 4.9.2 of the collective bargaining agreement and the following requirements:

- Full-time employee’s alternate work schedule will be no more than 80 hours in a pay period.
- Part-time employees will schedule no more than forty (40) hours in a work week.
- The normal workweek begins Sunday at 12:00 a.m. and ends on Saturday at 12:00 p.m. For full-time employees on a 9/80 schedule, depending on the flex day, the workweek begins either 12:00 p.m. or 12:30 p.m. on Friday or Monday.
- The alternative schedule does not create a reduction in the effective hours of service to the public or increase the department’s compensation cost.

	Day	Start Time- End Time (e.g. 7:00am–5:00pm)	Estimated Lunch Break Schedule (e.g. 12:00 pm – 1:00)	Length of Lunch Break (e.g. 1 hour)	Total Hours Worked per Day
Week #1	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Total Per Week					
Week #2	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Total Per Week					

The parties agree above schedule requires on-going mutual agreement with no guarantee such schedule shall be continued. The parties understand that once a schedule is agreed upon and approved, there will be no floating or changing of flex days unless approved by the supervisor to recognize the impact of employee illnesses and vacations. The parties recognize that alternative schedules are a mutual benefit and must be worked as scheduled.

	Signature	Date
Employee		
Supervisor		
Division Manager		
Director or Designee		
Human Resources		

LETTER OF UNDERSTANDING #1
By and Between
WHATCOM COUNTY
and
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

This Letter of Understanding is by and between Whatcom County, hereafter called “the County” and Professional and Technical Employees Local 17, hereafter called “the Union” and is to confirm the following agreements reached during the recent negotiations and attached to the PTE Local 17 Collective Bargaining Agreement.

1. Drug Testing. Upon request by the County during the term of the contract, the Union shall meet and enter into negotiations on an alcohol and drug free workplace policy, including drug testing.

2. Group Insurance Eligibility. The new eligibility requirement of eighty (80) hours compensated in Article 23, Group Insurance is not applicable to any employee eligible for group insurance benefits on November 18, 1997 (Kelly Molaski, Tom Kunesh, Allison Williams, and James Hayes.) Such employees shall require seventy-five (75) hours compensated to meet group insurance eligibility requirements.

LETTER OF UNDERSTANDING #2

**JOB SHARE AGREEMENT
GRANDFATHERING
PROFESSIONAL AND TECHNICAL EMPLOYEES, PROTEC17**

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called “the County” and PROTEC17, hereafter called “the Union” regarding and attached to the PROTEC17 Collective Bargaining Agreement covering the period date of adoption through December 31, 2023.

The purpose of this Letter of Understanding is to confirm our understanding and agreement that LOU #2 Job Share Agreements is no longer available and the two employees (Kerri Wagner and Anna Mostovetsky) in a job share as of November 2020 will be grandfathered under this special agreement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County.

It is understood the employees are voluntarily electing to share a 1.0 FTE (40 hours per week) position and that the County will only pay for the equivalent of one set of Health & Welfare benefits (medical), with employee contribution remaining as presently existing for the grandfathered employees in the positions, subject to the following conditions:

VOLUNTARY JOB SHARE AGREEMENT

JOB SHARE POSITION:	POSITION ID:
DEPARTMENT:	SUPERVISOR:
PARTICIPANT A:	PARTICIPANT B:
HOURS/MONTH:	HOURS/MONTH:

Agreement.

- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.
- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

Health & Welfare Benefits.

Participants are eligible to receive health and welfare benefits per Article 23 – Group Insurance, and they must pay one-half of the County’s contribution per Section 23.2 Premium Payments for A. Medical, E. Waiver of Contributions and F. Timeloss, and meet eligibility requirements. Participant contributions are deducted from paychecks through the Flex 125 program. The

County will provide life and long-term disability coverage as well as employee and family dental and vision benefits, provided they meet eligibility requirements.

- The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
- Participants who have not previously been on health and welfare benefits must meet eligibility requirements in the PROTEC 17 Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.
- Participants who were on the payroll on November 18, 1997 can maintain their seventy-five (75) hour benefit eligibility threshold in the PROTEC17 Bargaining Agreement while in a job share arrangement. This threshold will apply for eligibility for health & welfare benefits, sick leave accruals, holidays, and vacation accruals.

Other Benefits.

- Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.
- Each participant will receive four hours of holiday pay for each holiday where they meet the eligibility criteria in the PROTEC17 Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the PROTEC17 Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the PROTEC17 Agreement.
- To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.
- To be eligible for job-protected leave under the Washington State Paid Family Medical Leave (PFML), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting the job-protection rights to PFML.
- Since the 1.0 FTE position is Washington State Department of Retirement Systems eligible, participants and the County will contribute to the retirement system.

Compensation.

- Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position.
- After meeting eligibility requirements for longevity, participants will receive one-half the appropriate longevity amount. Effective the first full pay period in January, 2009, per section 11.2, this section will be eliminated.
- Participants are eligible for overtime pursuant to section 4.4.1.

Schedules and Breaks.

- Participants' work schedules must be approved by, and may be changed by, their supervisor.
- The following Articles do **NOT** apply to participants:
 - a. Article 4, section 4.1 pertaining to Work Schedules
 - b. Article 4, section 4.3 pertaining to Lunch and Rest Breaks
 - c. Article 4, section 4.4 pertaining to Overtime
- Participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

Absence or Vacancy.

Participants understand that if a participant leaves this job share position during the life of this agreement, the County will advertise the vacant part time job share position in a customary manner to try and find a replacement to fill the vacated position, with any new occupant of the position being subject to all of the requirements of the job share program. If the vacant position cannot be filled within a 90 calendar day time period, the job share agreement will end and a new job share agreement will not be offered. If the job share ends during the life of this agreement, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant desires to continue in a part-time position, the County will consider the possibility of that option under Section 23.3.1 Employees Working Less than 1.0 FTE. Part-time positions are not guaranteed.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head. The County or the Union may, at any time, cancel this agreement after thirty (30) days written notice.



MEMO TO: County Council Members

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

FROM: Donnie LaPlante, Human Resources Associate Manager

DATE: January 13, 2023

SUBJECT: PROTEC17 Collective Bargaining Agreement – 2022-2023

The County and the Union have successfully bargained a successor two-year agreement. This collective bargaining agreement represents certain employees in the Health Department.

Highlights are summarized below:

Wages

- 3% increase in 2022, 2% increase in 2023
- \$1,000 one-time lump sum
- Overtime parity for part-time employees working on weekend or holidays

Holiday

- Addition of Juneteenth to the Holiday Pay schedule

Health and Welfare Benefits

- Incorporated changes to benefits agreed to previously by Letter of Understanding in 2020.
- Increase in County contribution to medical (1.7% 2022, 5% 2023)

Job Share Agreement

- Incorporated changes to job share agreed to previously by Letter of Understanding in 2020

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

