

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.  
202512021

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Human Resources
Contract or Grant Administrator:	Melissa Keeley
Contractor's / Agency Name:	WA State Nurses Association
<p>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"/></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract _____ Cost Center: _____</p> <p>Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____</p> <p>Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>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.</li> </ol>
Summary of Scope:	
Collective Bargaining Agreement between Whatcom County and the Washington State Nurses Association for the period January 1, 2026 - December 31, 2028	
Term of Contract: 1/1/2026-12/31/2028	
Expiration Date: 12/31/2028	

Contract Routing:	1. Prepared by: <u>Melissa Keeley</u>	Date: <u>11/25/25</u>
	2. Attorney signoff: <u>Jesse Corkern</u>	Date: <u>11/25/25</u>
	3. AS Finance reviewed: <u>n/a</u>	Date: _____
	4. IT reviewed (if IT related): <u>n/a</u>	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: <u>Jake Logan</u>	Date: <u>12/10/2025</u>
	7. Council approved, if necessary: <u>Approved by AB 2025-860</u>	Date: <u>12/9/25</u>
	8. Executive signed: <u>Satpal Sidhu</u>	Date: <u>12/11/2025</u>
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**



**HUMAN RESOURCES**

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

MELISSA KEELEY  
Director

**MEMO TO:** County Council Members

**CC:** Satpal Sidhu, County Executive  
Kayla Schott-Bresler, Deputy Executive  
Aly Pennucci, Deputy Executive/A.S. Director

**FROM:** Melissa Keeley, Human Resources Director

**DATE:** November 25, 2025

**SUBJECT:** WA State Nurses Association CBA 2026-2028

The County and Union bargaining teams reached a tentative agreement on a three-year successor collective bargaining agreement beginning January 1, 2026 which the Union ratified.

Summary of significant changes:

**Wages**

- 2026 – 2.75%
- 2027 – 2.5%
- 2028 – 2.5%

**County Monthly Medical Contribution**

This group is moving from health insurance plans provided by the WA Counties Insurance Fund (WCIF) to plans provided by the WA Teamsters Welfare Trust (consistent with other groups).

- 2026 - \$1,621 (actual cost)
- 2027 – up to \$1,751
- 2028 – up to \$1,891

**Bilingual Premium**

- 2% of hourly base wage (consistent with other groups)

**On-Call Weekly Rotation Premium**

Health and Community Services is mandated to provide a 24/7 phone reporting line for certain things, such as notifiable diseases and other situations, to protect public health by ensuring immediate reporting of urgent situations.

- \$20 per day stipend

Should you have any questions, I am available by email at [mkeeley@co.whatcom.wa.us](mailto:mkeeley@co.whatcom.wa.us) or at extension 5305.

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**WHATCOM COUNTY, WASHINGTON**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

**January 1, 2026 – December 31, 2028**

## Table of Contents

PREAMBLE .....	6
ARTICLE 1 - RECOGNITION.....	6
1.1 Recognition. ....	6
1.2 Unilateral Changes. ....	6
1.3 Bargaining Unit Work. ....	6
ARTICLE 2 - MEMBERSHIP AND UNION RIGHTS.....	6
2.1 Fair Share Membership.....	6
2.2 Dues Deduction.....	6
2.3 New Hires. ....	7
2.4 New Hire Notice to Union. ....	7
2.5 Negotiations. ....	7
2.6 Bulletin Board.....	7
2.7 Meeting Rooms. ....	7
2.8 Distribution of Agreement. ....	7
2.9 Rosters. ....	7
2.10 Public Information Requests.....	7
ARTICLE 3 - MANAGEMENT RIGHTS.....	8
ARTICLE 4 - HOURS OF WORK AND OVERTIME .....	8
4.1 Work Schedule. ....	8
4.1.1 Modifications.....	8
4.1.2 Work in Pt. Roberts. ....	8
4.2 Overtime. ....	8
4.2.1 Overtime for Employees Working Less than 1.0 FTE. ....	8
4.3 Pyramiding.....	8
4.4 Alternative Scheduling. ....	9
4.5 Flex Time.....	9
4.6 Emergency Callbacks. ....	9
4.6.1 Telephonic Response. ....	9
4.7 Reporting Pay.....	9
4.8 Absence Due to Adverse Weather.....	9
4.9 Compensatory Time. ....	10
4.9.1. Accrual.....	10
4.9.2 Usage.....	10
4.9.3 Cashout.....	10
4.10 Breaks. ....	10
ARTICLE 5 – HOLIDAYS.....	11
5.1 Eligibility Criteria.....	11
5.1.1 Employees Working Less Than 1.0 FTE. ....	11
5.2 Holiday Schedule. ....	11
5.2.1 Holiday Timing. ....	11
5.3 Holiday Pay.....	11
5.3.1 Working a Holiday. ....	11
5.4 Personal Holiday. ....	11
5.4.1 Personal Holiday for New Hires.....	11
5.4.2 Employees Working Less Than 1.0 FTE.....	12



ARTICLE 6 – VACATIONS .....	12
6.1 Eligibility Criteria.....	12
6.2 Accrual.....	12
6.2.1 Employees Working Less Than 1.0 FTE.....	12
6.2.2 Maximum Accrual & Carryover. ....	13
6.3 Scheduling.....	13
6.3.1 Vacation Requests. ....	13
6.4 Vacation Pay. ....	13
6.4.1 Annual Cashout by Mutual Agreement.....	13
6.5 Termination.....	13
6.5.1 457 Contribution.....	13
ARTICLE 7 – SICK LEAVE .....	13
7.1 Eligibility Criteria.....	13
7.2 Accrual Rate.....	13
7.2.1 Employees Working Less Than 1.0 FTE.....	13
7.2.2 Accrual During Paid Leaves. ....	14
7.2.3 Maximum Carry Over.....	14
7.3 Sick Leave Usage. ....	14
7.3.1 Family Member. ....	14
7.3.2 Other Use. ....	14
7.3.3 Proof of Illness. ....	14
7.3.4 Leave Sharing Program.....	14
7.3.5 Return Rights From Leave of Absence.....	14
7.3.6 On-The-Job Injury. ....	14
7.4 Unused Sick Leave. ....	14
7.4.1 457 Contribution.....	14
ARTICLE 8 - LEAVES OF ABSENCE .....	15
8.1 Jury Duty & Civil Leave.....	15
8.2 Military Leave.....	15
8.3 Parental Leave.....	15
8.4 Other Leaves of Absence. ....	15
8.5 Return From Leave.....	15
8.6 Professional Leave.....	16
8.7 Domestic Violence Leave.....	16
8.8 Failure to Return.....	16
ARTICLE 9 - BEREAVEMENT LEAVE .....	16
ARTICLE 10 - FAMILY LEAVE.....	17
10.1 Family Leave.....	17
10.2 Physician Certifications. ....	17
ARTICLE 11 - COMPENSATION AND RATES OF PAY .....	17
11.1 Salary Schedules.....	17
11.2 Longevity Pay. ....	17
11.3 Premiums .....	17
11.3.1 Certification or Advanced Degree.....	17
11.3.2 Orientation.....	18
11.3.3 Weekend Premium.....	18

11.4 Probation.....	18
11.5 Step Increases.....	18
11.6 Electronic Contact.....	18
11.7 Bilingual Premium.....	18
ARTICLE 12 - NO STRIKE - NO LOCKOUT .....	18
ARTICLE 13 - CLASSIFICATIONS.....	19
13.1 Higher Classification.....	19
13.1.1 Training.....	19
13.2 Lower Classification.....	19
13.3 New Classification.....	19
13.4 Split Classifications.....	19
ARTICLE 14 - HIRING AND PROMOTIONS.....	19
14.1 Job Vacancies.....	19
14.1.1 Job Postings.....	19
14.1.2 Preference Filling Vacancies.....	19
14.2 Promotions.....	20
14.3 Placement On Salary Schedule.....	20
14.3.1 Promotion.....	20
14.3.2 Reclassification.....	20
14.3.3 Position Realignment.....	20
14.3.4 Temporary License.....	20
14.4 Ability to Cross Border.....	21
14.4.1 Eligibility.....	21
ARTICLE 15 - EMPLOYMENT PRACTICES.....	21
15.1 Non-discrimination.....	21
15.2 Discipline and Discharge.....	21
15.2.1 Representation.....	21
15.3 Mileage Allowance.....	21
15.4 Personnel Files.....	21
15.5 Performance Standards.....	22
15.6 Direct Deposit.....	22
15.6.1 Changes.....	22
15.6.2 Emergency Cessation.....	22
15.6.3 Implementation.....	22
ARTICLE 16 - LAYOFF AND RECALL.....	22
16.1 Seniority.....	22
16.2 Notice.....	22
16.3 Loss of Seniority.....	22
16.3.1 Definitions.....	22
16.4 New Employees.....	23
16.5 Recall.....	23
16.6 Recall Rights.....	23
ARTICLE 17 - CONFERENCE COMMITTEE .....	23
ARTICLE 18 - RETIREMENT.....	23
ARTICLE 19 - GRIEVANCE PROCEDURE .....	23
19.1 Procedures.....	23

19.2 Arbitration .....24

19.3 Time Limits .....25

ARTICLE 20 - SUBORDINATION OF AGREEMENT .....25

ARTICLE 21 - SAVINGS CLAUSE.....25

ARTICLE 22 - CONTRACTING OUT.....25

22.1 Bargaining Unit Work. ....25

22.2 Contracting Out. ....25

ARTICLE 23 - GROUP INSURANCE .....25

23.1 Eligibility Criteria.....25

23.1.1 Part-Time Employee’s Benefits Coverage.....26

23.3.3 Legacy Premium Payments for Job Share Participants. ....26

23.1.2 Trust Terms. ....26

23.1.3 Health & Welfare.....26

23.1.4 Change or Modification of Plans.....26

23.2 Maintenance of Benefits. ....27

23.2.1 Medical Contributions.....27

23.2.1.1 County Contribution .....27

23.2.1.2 Employee Contribution .....27

23.2.3 Employee Failure to Make Contributions During Absence .....27

23.2.4 Dental, Vision, and Life Insurance. ....27

23.2.5 State Paid Family and Medical Leave Program. ....28

23.3 Scheduling Quirk.....28

23.4 Flex 125. ....28

23.5 Retirement Health Savings Plan.....28

ARTICLE 24 - INDEMNIFICATION.....28

ARTICLE 25 - DURATION .....29

ADDENDUM A – POSITION TITLE INDEX .....30

ADDENDUM B – WAGES .....31

ADDENDUM C - WSNA ALTERNATIVE WORK SCHEDULE REQUEST .....33

ADDENDUM D - LETTER OF UNDERSTANDING .....34

**COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**  
**WHATCOM COUNTY, WASHINGTON**  
**and**  
**WASHINGTON STATE NURSES ASSOCIATION**

**PREAMBLE**

This Agreement is by and between Whatcom County, hereinafter referred to as the "County," and the Washington State Nurses Association, hereinafter referred to as the "Association." 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**

**1.1 Recognition.** The County recognizes the Association 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. 2704-E-80-522 in those job classifications listed in Addendum A 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 calendar year to meet the transient needs of the County with the understanding 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 calendar year.

**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. Changes made pursuant to a contractual provision shall not constitute a unilateral change.

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

**ARTICLE 2 - MEMBERSHIP AND UNION RIGHTS**

**2.1 Fair Share Membership.** The County agrees to direct all communications from employees regarding union membership or payroll deduction to the Association.

**2.2 Dues Deduction.** The County agrees to deduct Association dues from the wages of employees who have authorized such deductions. The County shall submit the dues to the address and name provided by the Association. The County shall forward any employee

request to stop their payroll deduction to the Association upon receipt.

The Association and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deduction.

**2.3 New Hires.** The County will provide Association business representatives reasonable access to new employees during work time for up to thirty (30) minutes within thirty (30) days of hire to discuss the Association.

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

**2.5 Negotiations.** Two employees of the bargaining unit shall be allowed paid time off for contract negotiation purposes. If the negotiations continue beyond the employees' regular workday, such employee shall not receive any pay beyond their regular work hours for participating in the negotiations. One additional bargaining unit employee elected to serve on the negotiating committee will, subject to operating efficiency, be released (without pay) from work to attend scheduled negotiating meetings. Such employee may use accrued compensatory time, vacation or personal days to cover time spent at negotiating meetings.

**2.6 Bulletin Board.** The County shall provide bulletin board space for the use by the Association in areas accessible to members of the bargaining unit.

**2.7 Meeting Rooms.** The County shall make available to the Association, meeting space, rooms, etc., for the purpose of County-related contract administration and bargaining activities, 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. Upon request, the Association shall use the procedures for requesting space specified in County Policy AD118005Z.

**2.8 Distribution of Agreement.** The County will post digital copies of this Agreement and related materials to its public-facing website for access by bargaining unit employees.

**2.9 Rosters.** The County agrees to provide the Association and the local unit chairperson with an Excel Spreadsheet attachment to an email on a monthly basis with a complete list of employees covered by this Agreement, as well as employees who have been terminated or have resigned since the last report, including termination/resignation dates. The list will include name, home address, home telephone number, employee number, title, range, step, hourly rate of pay, actual FTE, and division seniority date for each employee listed. The Union shall indemnify the County for any claims arising from the requirement to supply the foregoing information.

**2.10 Public Information Requests.** The County will provide the Association with notice of any public information request for information in any bargaining unit employee's personnel, payroll, supervisor, or training file(s). The notice will include the date of the request and the nature of the requested record, no less than ten days prior to production.



### 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

**4.1 Work Schedule.** The work schedule shall be set by the County as provided herein. The basic work week shall be forty (40) hours, Monday through Friday. The basic workday will be eight (8) hours. Special programs or unusual circumstances may necessitate work on other days; in such instances, the work week shall be five (5) days out of a seven (7) day period; provided the County shall notify employees at least one week prior to changing their work schedules. 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.

**4.1.1 Modifications.** Any change to employees' Section 4.1 work schedule shall be mutually agreed upon between the Association and the Executive or designee except in case of an emergency as provided by POL AD110010Z. Such agreed upon modifications to the workweek which result in a reduction of hours shall not be construed to be a "layoff" as provided in Article 16.

**4.1.2 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.

**4.2 Overtime.** All work performed in excess of the basic workday or scheduled workweek shall be compensated at time and one-half 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 4.9 below. All overtime must be approved in advance by the employee's supervisor, provided that the parties agree to continue the existing practice of allowing nurses to take flex time off at straight-time under circumstances where the employee alters the daily work schedule to accommodate operating needs.

**4.2.1 Overtime for Employees Working Less than 1.0 FTE.** Part-time employees are eligible for overtime as follows:

- 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
- The employee has worked in excess of forty (40) hours during the workweek.

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

**4.4 Alternative Scheduling.** The County and the Association agree to continue alternative scheduling by mutual agreement (see LOU, item #6) between the Association and the Executive or designee. Such Agreement will provide for no reduction in the effective service to the public and will insure that critical service days are adequately covered by the remaining personnel. The parties will agree to a schedule that does not increase the County's compensation costs and that recognizes the impact of employee illnesses and vacations.

**4.5 Flex Time.** Upon employee request for a change of schedule and by mutual agreement between the employee and the department head or designee, "flex time" may be used for periodic personal employee matters, to make up doctor or dental appointments, 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.

**4.6 Emergency Callbacks.** Emergency callbacks will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1-1/2). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at the overtime rate, and shall be paid at time and one-half for additional hours actually worked beyond four (4), and the vacation day will be returned. If a full shift is not worked on the day of the callback, the employee may use the returned vacation time to top up hours for that day up to the amount of their regularly scheduled shift day. Employees are not expected to carry work phones while on approved vacation.

**4.6.1 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.

**4.7 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 their regularly scheduled shift not to report for work through any reasonable communication, taking into consideration the method of communication and the timing of the communication, such as electronically, voicemail, email, radio or television announcements, or in person.

**4.8 Absence Due to Adverse Weather.** Absence from work 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. 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.

Employees approved for flex time under Section 4.5 may use flex time under this section.

Employees may also accommodate a physical absence from work through an approved remote work arrangement by coordinating with their supervisor. Ad hoc remote work arrangements will be approved at the discretion of the County.

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

**4.9.1. Accrual.** The employee must request compensatory time in lieu of overtime pay. The County may grant the request, but shall not impose compensatory time upon any employee who has not requested it. Employees requesting compensatory time shall have such request granted up to an accrual of twenty-four (24) hours per calendar year. An employee may accrue no more than 80 hours of compensatory time. Any compensatory hours which would be above the 80 hour limit will be paid. Compensatory time is accrued at the rate of one and one-half hours for each hour of overtime worked. Comp time may not be accrued for time paid at double time.

**4.9.2 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.

**4.9.3 Cashout.** By mutual agreement between the employee and County, the employee may cash out accrued compensatory time at the end of each 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.

**4.10 Breaks.** Breaks include two paid fifteen (15) minute rest breaks. A thirty (30) to sixty (60) minute lunch period on the employee's time beginning 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 able to take a rest or lunch break shall notify their supervisor as soon as possible. Rest and lunch breaks may, at the employee's option, be intermittent. The thirty minute lunch period must be by mutual agreement of the employee and their supervisor, except in the case of alternative schedules where service needs must be met. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or workweek. Section 4.2 of this agreement shall apply when an employee is not able to take a rest break.

## **ARTICLE 5 – HOLIDAYS**

**5.1 Eligibility Criteria.** All full-time and part-time (.5 FTE or above) employees are eligible for holiday pay. To receive holiday pay, an employee must have been in paid status, or on approved voluntary unpaid furlough, the scheduled work day 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.

**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, but no more than their budgeted full-time equivalency (FTE).

**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's Birthday	Thanksgiving Day
President's Day	The day after Thanksgiving Day
Memorial Day	The Day before Christmas
Juneteenth	Christmas
Independence Day	Labor Day
Personal Holiday	

**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.

**5.3 Holiday Pay.** Holiday pay shall be at the employee's regular rate of pay regardless of which day it may fall on.

**5.3.1 Working a Holiday.** If an employee works on a holiday, they shall receive one and one-half (1-1/2) times the regular rate of pay for all hours actually worked. Double time shall be paid for time worked by an employee for all hours beyond the regular work day on a recognized holiday.

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

**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.

**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 (FTE) 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**

**6.1 Eligibility Criteria.** Eligible employees shall accrue vacation on a calendar month basis. All full-time and part-time employees regularly scheduled to work at least 80 hours per month are eligible to accrue vacation, provided employees must receive compensation each month, as defined in Article 23.3. New employees are not subject to a waiting period before they can use vacation.

**6.2 Accrual.** Employees may use vacation as it is accrued and with supervisory approval. 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:

<b>During the following years of service</b>	<b>Hours of vacation/hour (pro rata)</b>	<b>Hours of vacation/month (based on 1.0 FTE)</b>	<b>8-hour workdays of vacation/year (1.0 FTE)</b>
0-3 years	0.046	8.00 hours	12
4 years	0.057	10.00 hours	15
5-7 years	0.065	11.34 hours	17
8-9 years	0.069	12.00 hours	18
10 years	0.077	13.34 hours	20
11 years	0.081	14.00 hours	21
12 years	0.085	14.67 hours	22
13 years	0.089	15.34 hours	23
14 years	0.092	16.00 hours	24
15 years	0.096	16.67 hours	25

**6.2.1 Employees Working Less Than 1.0 FTE.** Employees working less than a full-time schedule shall accrue paid vacation based upon their currently assigned, but no more than their budgeted full-time equivalency (FTE).



**6.2.2 Maximum Accrual & Carryover.** 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 with the following exceptions: an employee whose timely vacation request is denied due to the County's needs or the County restricts the taking of vacations under Article 6.3, employees shall be allowed to carry over vacation in excess of the 240 maximum for up to twelve months.

**6.3 Scheduling.** The County reserves the right at all times to restrict the taking of vacations during peak workload periods or determining the number of employees that may be on vacation at any one time for operational efficiency.

**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 the employee's requests for leave, the employee first requesting leave shall prevail. Vacation may be taken with the County's approval.

**6.4 Vacation Pay.** All vacation pay shall be based on the employee's regular rate of pay in effect during the time they take 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.

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

**6.5 Termination.** An employee who voluntarily terminates or is terminated for cause shall be compensated for any vacation earned, which they are eligible to take, but not already taken.

**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**

**7.1 Eligibility Criteria.** To be eligible to accrue sick leave as provided herein, employees must receive compensation each month, as defined in Article 23.3.

**7.2 Accrual Rate.** Sick leave shall accrue, to all full-time and part-time employees who are regularly scheduled to work at least 80 hours per month and 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. In no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked.

**7.2.1 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 (FTE).

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

**7.2.3 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 are accrued during the year. Hours in excess of nine hundred and sixty (960) hours may not be cashed out.

**7.3 Sick Leave Usage.** Employees may use sick leave for absences due to illness (mental or physical), injury, health condition, for diagnosis, care, or treatment or preventive care of such conditions for the employee or the employee's family members.

**7.3.1 Family Member.** For purposes of this section, family member includes child, grandchild, grandparent, parent, sibling, or spouse of an employee and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care, or any other individual as defined under state law (RCW 49.46.210 and RCW 50A.05.010).

**7.3.2 Other Use.** Sick leave may be used when the employee's place of business has been closed for any health-related reason, or when the employee's child's school or place of care has been closed for health-related reasons. Employees may also use sick leave for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030).

**7.3.3 Proof of Illness.** The County shall not require verification for absences of three days or less. For absences exceeding three days, the County may require verification that the use of sick leave was for an authorized purpose, provided that the County shall not require that the verification explain the nature of the condition.

**7.3.4 Leave Sharing Program.** Employees may voluntarily donate any amount of accruals each year to employees eligible to receive leave donations under the County's Leave Sharing Program.

**7.3.5 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 year from the last day for which they have received compensation.

**7.3.6 On-The-Job Injury.** An employee may use sick leave to offset loss of wages when they are injured on the job and are collecting time loss compensation.

**7.4 Unused Sick Leave.** Any 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 two weeks' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.

**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 - LEAVES OF ABSENCE**

**8.1 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. An 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.

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

**8.3 Parental Leave.** Leave shall be granted to any employee for pregnancy and its ending. The provisions of this Section shall be applied consistent with the provisions of RCW 9.02.100 et seq. as amended. Employees on parental leave not eligible for statutory leave shall use their accrued sick leave and vacation leave. Unless the birth parent chooses to invoke FMLA, their period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement. If additional leave is required, it shall be without pay, for a total of six (6) months, at the discretion of and with prior written approval of the Health Director and Executive or designee. Under extraordinary circumstances, this period may be extended an additional six (6) months at the discretion of the County. The County may require the employee to submit a letter from their physician or the physician treating their qualifying family member stating the date they can return to work without impairing their health or the date their family member no longer requires care, as applicable.. The employee is entitled to return to their former or equivalent position. 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.

**8.4 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 Health Director and the Executive or designee. 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 Executive or designee.

**8.5 Return From Leave.** Upon return from any authorized leave of absence with pay an employee shall be entitled to the former position or 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 arrangements for payment of any premiums required to maintain coverage under the Plan.

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

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 their former or equivalent position. Seniority shall not accrue during the unpaid leave.

**8.7 Domestic Violence Leave.** The County provides unpaid leave to employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, or consistent with the requirements of the Washington Domestic Violence Leave Law (RCW 49.76). Employees can substitute accrued paid leave for unpaid leave.

**8.8 Failure to Return.** Failure to return from an authorized leave of absence may be grounds for discipline up to and including discharge.

## **ARTICLE 9 - BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family, the employee shall be granted up to five (5) working days, not to exceed forty (40) hours, of bereavement leave without loss of pay. For purposes of this section, "immediate family" includes the employee's:

Spouse, State-registered domestic partner, or registered spousal equivalent;

Child or parent (including step relationships);

Sibling (including step);

Grandchild or grandparent (including step); and

The same relatives of the employee's spouse or State-registered domestic partner.

Employees who wish to designate a spousal equivalent must register that relationship with Administrative Services – Human Resources on the appropriate form before using bereavement leave.

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 (not to exceed forty (40) hours). 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. Employees desiring additional days off without pay or using accrued leave shall make a written request through their department head or designee for approval by the County.

## **ARTICLE 10 - FAMILY LEAVE**

**10.1 Family Leave.** The County will comply with all state and federal laws and regulations, as amended, regarding family and medical leave, including military family leave entitlements and will make copies of the statutes and regulations available upon request. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave.

**10.2 Physician Certifications.** The County may require physician certifications as permitted by law.

## **ARTICLE 11 - COMPENSATION AND RATES OF PAY**

**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 in January 2026, each step in all ranges of the 2025 hourly matrix shall be increased by 2.75%.

Effective the first full pay period in January, 2027, each step in all ranges of the 2026 hourly matrix shall be increased by 2.5%.

Effective the first full pay period in January, 2028, each step in all ranges of the 2027 hourly matrix shall be increased by 2.5%.

Effective the first full pay period in January, 2023, steps 10-15 in Addendum B were eliminated for all ranges; step 9 were modified to be 3.8% higher than step 8, and employees already in steps 9-15 were placed in the new higher step 9.

**11.2 Longevity Pay.** Effective January 1, 2009, longevity was eliminated as a separate compensation item and was 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.

### **11.3 Premiums**

**11.3.1 Certification or Advanced Degree.** Nurses certified by a nationally recognized specialty nursing association (such as American Nurses Credentialing Center, Certification Board of Infection Control and Epidemiology, or the International Board of Certified Lactation Consultant Examiners) and who utilize such certification because of their employment assignment with the Health Department will be designated as Public Health Nurse (Certified) and paid at the appropriate range (consistent with Addendum A). A Master's Degree



in Nursing or Public Health from an accredited college may be substituted for the certification by a nationally recognized specialty nursing association

**11.3.2 Orientation.** A Public Health Nurse (range 47 and 48) with relevant experience who is assigned to provide orientation and training to a newly hired nurse, or nurse who accepts a position in, or transfers to another program, shall be paid an additional one dollar (\$1.00) per hour while providing orientation or training. The length of the assignment shall be determined by the nurse's Manager.

**11.3.3 Weekend Premium.** Nurses whose normal work week does not include working on weekends will receive a premium of three dollars and fifty cents (\$3.50) per hour for all time worked on a weekend. The weekend is defined as Saturday and Sunday.

**11.4 Probation.** Employees shall be on probation during their first six (6) months of employment. Probationary periods can be extended up to six (6) months with mutual agreement by the Association and the Executive or designee provided the Local Unit Chairperson or designee is notified at least ten (10) calendar days prior to the end of the probationary period.

**11.5 Step Increases.** Step increases are awarded per Addendum B (based on satisfactory performance) on the first day of the month in which the employee's anniversary/step date falls.

**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 five dollars (\$5.00) per hour. Whenever employees respond electronically pursuant to this article, they will also be compensated the amount set out in Article 4.6.1 – Telephonic response. When employees respond in person, they will also be compensated per Article 4.6 – Emergency Callbacks. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

**11.7 Bilingual Premium.** The Director or designee may appoint qualified bargaining unit members as bilingual certified. To be bilingual certified, an employee must prove language fluency via a certification process established by the County. Effective upon date of adoption, any bilingual certified employee appointed shall receive a premium of 2% of their hourly base wage on all compensated hours, to include eligible cashouts on separation. The County will pay the cost of one certification test. Any additional testing needed is at employee's expense. The number of appointees and the appointment process shall be at the discretion of the department head.

## **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 public health.

## **ARTICLE 13 - CLASSIFICATIONS**

**13.1 Higher Classification.** 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, excluding paid time off.

**13.1.1 Training.** Section 13.1 shall not apply to employees being trained for the calendar month in a higher classification. During such training, employees shall not be paid above their regular rate of pay.

**13.2 Lower Classification.** An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.

**13.3 New Classification.** The County shall give the Association thirty (30) days notice of new classifications. 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.

**13.4 Split Classifications.** Bargaining unit employees who are budgeted to work in more than one classification covered by the collective bargaining agreement shall be paid at the applicable rate for the number of hours worked in each classification. Employees will be compensated for accrual usage and cash-out based on their FTE assignment in each classification.

## **ARTICLE 14 - HIRING AND PROMOTIONS**

**14.1 Job Vacancies.** Whenever it is necessary to fill position vacancies, the following procedure shall be followed:

**14.1.1 Job Postings.** When vacancies or new jobs occur in positions covered by this Agreement, the County shall post the position and for a minimum of six (6) working days. Employees may subscribe to receive immediate notification at the time the posting is published, if possible. The County agrees it will continue to make job postings accessible to employees away from the job site.

**14.1.2 Preference Filling Vacancies.** Preference in filling vacancies and new positions created during the term of this Agreement will be given regular employees having the necessary qualifications, except as restricted by the Layoff and Recall Article of this Agreement. Preference in hiring shall mean that qualified regular employees who apply for such position shall be considered first, and applications from outside the bargaining unit will be considered only if the County decides not to make a selection from employee applicants.

**14.2 Promotions.** Except for supervisory positions (which the County may fill in accordance with its sole judgment) promotions will be based on meeting of stated qualifications, job knowledge, past performance and seniority. Where stated qualifications, job knowledge and past performance of applicants are relatively equal, seniority will apply.

### **14.3 Placement On Salary Schedule.**

**14.3.1 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. Movement to the next higher step follows twelve (12) months' service in the new range. All promotions are subject to a four (4) calendar month evaluation period (six (6) calendar months for supervisory positions).

**14.3.2 Reclassification.** In the event of a reclassification upward, 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 reclassification date shall then become the future date for step increases.

**14.3.3 Position Realignment.** The Union may petition the County by September 1 of any year to be effective the following January 1<sup>st</sup>, 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. "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 or health districts and have an hourly wage that is under the average hour wage of the comparable counties' or health districts positions by at least three 3% percent. Comparable counties or health districts are: Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima. All comparable counties or health districts where matches exist must be used. Comparisons will be based on the top step hourly wage. Petitions, except those using AWC salary survey data, shall include position job descriptions and wage tables for the comparison counties used in the petition. Once the County determine 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.

**14.3.3.1 Additional Considerations.** In the administration of section 14.3.3 – 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 closed geographical and sociological issues may be considered.

**14.3.4 Temporary License.** For employees promoted under a temporary license, the date the employee began performing duties under the temporary license will be the date of reference for step increases, rather than the date of permanent licensure. If the employee is promoted under a temporary license, the employee will receive fifty percent (50%) of the increased rate of pay during the period the employee is working under the temporary

license and receive the other fifty percent (50%) of the increased rate of pay upon permanent licensure.

**14.3.4.1 Rate for Stipulated Positions.** Except as indicated above, graduate ARNPs, Public Health Nurses and Registered Nurses shall be paid two point five percent (2.5%) under the applicable Step 1 rate pending permanent licensure.

**14.4 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 \$100, the County and Association agree to meet and bargain the impact on employees. Should the employee and County agree that it is necessary for an employee's regular duties to obtain a Nexus Pass or similar document to mitigate time spent crossing the border, the County will pay the costs associated with obtaining a pass. Crossing the border will be considered part of an employee's regular duties if they are required to perform work in Pt. Roberts or to cross the border for any other reason at least once every two (2) months.

**14.4.1 Eligibility.** If an employee is unable to maintain their ability to cross the border or in the event of a change to a federal, state, or local/laws/regulations/policies limiting an employee's ability to safely cross the border, the County agrees to meet and bargain the impact on employees.

## **ARTICLE 15 - EMPLOYMENT PRACTICES**

**15.1 Non-discrimination.** The County and the Association 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.

**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.

**15.2.1 Representation.** Employees shall have the right to Association representation at any meeting regarding the discussion of possible disciplinary action affecting the employee. If the employee desires Association representation, said employee shall be provided reasonable time to arrange for Association representation. Prior to such meeting, the supervisor involved shall notify the employee of their right to such representation.

**15.3 Mileage Allowance.** 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.

**15.4 Personnel Files.** The employees covered by this Agreement may examine their personnel files.

**15.5 Performance Standards.** Any performance standards used to measure the performance of employees shall be fair, just and reasonable and uniformly applied throughout the Department.

**15.6 Direct Deposit.** All regular employees shall authorize paycheck by direct deposit within thirty (30) days of employment.

**15.6.1 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 designee may grant exceptions.

**15.6.2 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 months. The Executive or designee may grant exceptions.

**15.6.3 Implementation.** Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

## **ARTICLE 16 - LAYOFF AND RECALL**

**16.1 Seniority.** The County and the Association agree that seniority (defined as length of continuous service in the Department) shall govern in layoff and recall procedures (i.e., the least senior employee shall be laid off first); provided, that the remaining employees are qualified to perform the available work. This Article shall not apply to any probationary employee. Except as provided in Section 4.1.1, the above procedure shall apply in cases of reduction of hours of any job as well as layoff.

**16.2 Notice.** Employees shall be given written notice of their pending layoff at least thirty (30) calendar days in advance of their layoff date. The County agrees that in the event of a layoff or reduction of hours within the bargaining unit, the County will notify the Association to discuss the procedure to be utilized.

**16.3 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 to a comparable position is refused.
- d. Layoff for a period exceeding twenty-four (24) months.

**16.3.1 Definitions.** For the purposes of this Article, the following definition shall apply:



**16.3.1.1 Comparable.** A position is “comparable” if it is in the same pay grade or a higher pay grade than the employees role immediately prior to layoff. Employees who refuse a position offered that does not meet this definition of comparable shall retain seniority as outlined in Section 16.1 Seniority.

**16.4 New Employees.** No new employees shall be hired by the County until all available employees placed on layoff who are qualified to perform the duties of the vacant position have been offered the position.

**16.5 Recall.** A laid off employee and the Union shall be given written notice of recall by phone and email. Such employee must respond by phone to such notice within five (5) business days after receipt of recall, and report to work as directed except by mutual agreement. Employees will not be required to report to work after recall sooner than ten (10) business days after responding to a recall notice. It is the employee’s responsibility to maintain current contact information. Proof of sent email and phone call shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

**16.6 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 - CONFERENCE COMMITTEE**

The County and the Association agree to establish a joint Conference Committee consisting of up to three (3) representatives of the unit, including the Association 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 Association 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 Association 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**

**19.1 Procedures.** 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 may be heard on work time where practical and feasible.

The Association shall notify the County as to the identity of the Local Unit Chairperson. The Local Unit Chairperson 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 Local Unit Chairperson and/or Association 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 Local Unit Chairperson shall put the complaint in writing and present it to his or her immediate supervisor within thirty (30) 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 present it personally, or through their Association representative, to the Human Resources Manager or designee. If not resolved at this level within the next twenty (20) working days, the Association may refer the dispute to final and binding arbitration as provided below.

#### 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.

**19.2 Arbitration.** Upon receipt by either the Association 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 Association 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 from which list the arbitrator shall be selected by alternately striking one 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.

**19.3 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 an 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 immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

## **ARTICLE 22 - CONTRACTING OUT**

**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 events or 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, or when the production schedule for completion of the work could not be met utilizing currently employed employees on a straight-time basis. 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.

**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 Association with ample time (30 days) for discussion of such decision.

## **ARTICLE 23 - GROUP INSURANCE**

**23.1 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 1.1 (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.

#### **23.1.1 Part-Time Employee's Benefits Coverage.**

Employees in approved budgeted positions of less than 1.0 FTE shall contribute a prorated amount of the County's contribution, based on their FTE, for medical, dental, vision, waiver of contributions, and Plan D Time Loss through payroll deduction utilizing the Flex 125 program. The County will pay the full contribution for life insurance.

**23.3.3 Legacy Premium Payments for Job Share Participants.** The County shall contribute towards each job share participant according to Section 23.2.2. Employees covered under this section must maintain at least a .5 FTE position to qualify for County Contributions in Section 23.2.2

**23.1.2 Trust Terms.** The County agrees to be bound by the terms of the Trustees of the Trust Funds as required by section 23.1 and 23.1.1 (Eligibility Criteria).

**23.1.3 Health & Welfare.** The County agrees to make monthly contributions for employees, their spouses and dependents towards the following plans.

**a) Medical.** – Washington Teamster Welfare Trust Plan "B".

**b) Dental.** – Washington Teamsters Welfare Trust Dental Plan "A".

**c) Vision.** – Washington Teamsters Welfare Trust Extended Benefit Plan.

**d) Life.** – life insurance through a carrier to be selected by the County in the 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 Employee \$100 per week time loss.

**23.1.4 Change or Modification of Plans.** Except as otherwise provided herein, the County and the Association agree that carriers may be changed, or benefits modified upon mutual agreement.

## **23.2 Maintenance of Benefits.**

### **23.2.1 Medical Contributions.**

**23.2.1.1 County Contribution** For Plan Year 2026, based on the preceding month's hours, the County shall pay the monthly premium cost of \$1,621 to fund the Washington Teamster Welfare Trust Plan "B" and optional Plan "D" Time Loss Plan.

For plan year 2027, the County shall pay up to \$1,751 per month, or the actual cost, whichever is less, to fund the Washington Teamster Welfare Trust Plan "B" and optional Plan "D" Time Loss Plan.

For plan year 2028, the County shall pay up to \$1,891 per month, or the actual cost, whichever is less, to fund the Washington Teamster Welfare Trust Plan "B" and optional Plan "D" Time Loss Plan.

In the absence of a successor agreement at the end of 2028, for plan year 2029, the County shall pay up to \$1,986 per month, or the actual cost, whichever is less, to fund the Washington Teamsters Welfare Trust Plan "B" and optional Plan "D" Time Loss Plan. There shall be no dynamic status quo increase to the County's contribution rate beyond 2029. In the absence of a successor agreement at the end of 2030, the County shall continue to pay up to \$1,986 per month for plan year 2030 and beyond until a successor labor agreement is negotiated.

#### **23.2.1.2 Employee Contribution**

Should funds designated in section 23.2.2 (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.

#### **23.2.3 Employee Failure to Make Contributions During Absence**

In the event an employee is a beneficiary of Section 23.1.3, Health and Welfare, without compensable hours, and the employee has not written a check to reimburse the County per Section 23.2.3 during their absence, such amount shall also be repaid to the County as provided in Section 23.2.3.

Upon request, the County shall meet with the Association to discuss alternatives to the insurance plan described above. Mutual agreement to move to a different medical plan must be completed by November 30 of any plan year for an effective date of January 1 in the following year.

**23.2.4 Dental, Vision, and Life Insurance.** The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision, life, and waiver of contributions benefits during the life of this agreement.

**23.2.5 State Paid Family and Medical Leave Program.** 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.

**23.3 Scheduling Quirk.** If an employee fails to receive compensation in any month for 80 hours as required by Article 5, 6, and 7 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.

**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).

**23.5 Retirement Health Savings Plan.** The County agrees to make available to bargaining unit members a Retirement Health Savings Plan in accordance with and as allowed by IRS regulations.

## **ARTICLE 24 - INDEMNIFICATION**

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 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 attorneys' 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.



## ARTICLE 25 - DURATION

This Agreement shall be effective on January 1, 2026 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 of December, 2028. At least sixty (60) days prior to the first day of January 2029 either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

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 Association.

12/11/2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of December, 2025.

### WASHINGTON STATE NURSES ASSOCIATION

Signed by:  
Nicole Miller  
621BF87B42CB40A  
Negotiating Team Member

Signed by:  
Kai Rapaport  
34331F2858E7A44C  
Negotiating Team Member

Signed by:  
Tara Barnes  
094AE008450E407...  
WSNA Nurse Representative

Signed by:  
K. St.  
75195F1930E943B...  
WSNA Labor Representative

### WHATCOM COUNTY

DocuSigned by:  
Satpal Sidhu  
1192C7C18B664E3...  
Whatcom County Executive  
Satpal Sidhu

DATE COUNCIL APPROVED:

December 9, 2025

APPROVED AS TO FORM:

Jesse Corkern (by email 11/26/25/js)  
Senior Civil Deputy Prosecutor

## **ADDENDUM A – POSITION TITLE INDEX**

Range	Position
52	P.H. Nurse Supervisor
51	Nurse Practitioner
50	P. H. Nurse II (Certification or Advanced Degree per Section 11.3.1)
49	P. H. Nurse II
48	P. H. Nurse (Certification or Advanced Degree per Section 11.3.1)
47	P.H. Program Coordinator
47	P.H. Nurse
41	Registered Nurse
36	Care Coordinator
24	Licensed Practical Nurse
23	Community Health Outreach Worker
24	Medical Assistant

## ADDENDUM B – WAGES

### Wage Matrix Ranges 23 - 41

#### 2026 Hourly Matrix - Effective 1st Full Pay Period January, 2026 (+2.75%)

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
23			\$22.18	\$23.25	\$24.39	\$25.57	\$26.91	\$27.93	\$28.99
24			\$23.62	\$24.72	\$25.85	\$27.07	\$28.50	\$29.57	\$30.70
33			\$27.49	\$28.86	\$30.24	\$31.71	\$33.29	\$34.54	\$35.86
36			\$29.13	\$30.60	\$32.07	\$33.62	\$35.26	\$36.61	\$38.00
40			\$32.04	\$33.59	\$35.23	\$36.94	\$38.73	\$40.20	\$41.73
41			\$34.28	\$35.94	\$37.69	\$39.52	\$41.44	\$43.01	\$44.65

#### 2027 Hourly Matrix - Effective 1st Full Pay Period January, 2027 (+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
23			\$22.73	\$23.83	\$25.00	\$26.21	\$27.58	\$28.63	\$29.72
24			\$24.21	\$25.33	\$26.50	\$27.74	\$29.22	\$30.31	\$31.46
33			\$28.18	\$29.58	\$31.00	\$32.50	\$34.12	\$35.41	\$36.75
36			\$29.86	\$31.36	\$32.87	\$34.46	\$36.14	\$37.52	\$38.95
40			\$32.84	\$34.43	\$36.11	\$37.86	\$39.70	\$41.20	\$42.77
41			\$35.14	\$36.84	\$38.64	\$40.51	\$42.48	\$44.09	\$45.76

#### 2028 Hourly Matrix - Effective 1st Full Pay Period January, 2028 (+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
23			\$23.30	\$24.43	\$25.62	\$26.87	\$28.27	\$29.35	\$30.46
24			\$24.82	\$25.97	\$27.16	\$28.44	\$29.95	\$31.07	\$32.25
33			\$28.89	\$30.32	\$31.77	\$33.31	\$34.98	\$36.29	\$37.67
36			\$30.61	\$32.15	\$33.69	\$35.32	\$37.04	\$38.46	\$39.92
40			\$33.66	\$35.29	\$37.01	\$38.81	\$40.69	\$42.23	\$43.84
41			\$36.01	\$37.76	\$39.60	\$41.52	\$43.54	\$45.19	\$46.91

## Wage Matrix Ranges 47 - 52

### 2026 Hourly Matrix - Effective 1st Full Pay Period January, 2026 (+2.75%)

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
47	\$39.73	\$41.71	\$43.79	\$45.87	\$47.62	\$49.44	\$51.74	\$53.69	\$55.73
48	\$41.51	\$43.49	\$45.57	\$47.65	\$49.43	\$51.27	\$53.57	\$55.58	\$57.69
49	\$42.42	\$44.54	\$46.79	\$48.99	\$50.84	\$52.77	\$55.20	\$57.28	\$59.45
50	\$44.32	\$46.44	\$48.70	\$50.89	\$52.77	\$54.72	\$57.16	\$59.30	\$61.55
51	\$45.08	\$47.21	\$49.44	\$51.75	\$53.66	\$55.65	\$58.10	\$60.30	\$62.59
52	\$44.78	\$47.04	\$49.33	\$51.66	\$53.64	\$55.69	\$58.23	\$60.45	\$62.75

### 2027 Hourly Matrix - Effective 1st Full Pay Period January, 2027 (+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
47	\$40.72	\$42.75	\$44.88	\$47.01	\$48.81	\$50.68	\$53.03	\$55.03	\$57.12
48	\$42.55	\$44.58	\$46.71	\$48.84	\$50.66	\$52.55	\$54.91	\$56.97	\$59.14
49	\$43.48	\$45.66	\$47.96	\$50.21	\$52.11	\$54.09	\$56.58	\$58.71	\$60.94
50	\$45.43	\$47.61	\$49.91	\$52.16	\$54.09	\$56.09	\$58.59	\$60.78	\$63.09
51	\$46.21	\$48.39	\$50.68	\$53.04	\$55.00	\$57.04	\$59.56	\$61.80	\$64.15
52	\$45.90	\$48.21	\$50.56	\$52.96	\$54.99	\$57.09	\$59.69	\$61.96	\$64.32

### 2028 Hourly Matrix - Effective 1st Full Pay Period January, 2028 (+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
47	\$41.74	\$43.82	\$46.01	\$48.19	\$50.03	\$51.95	\$54.36	\$56.40	\$58.55
48	\$43.61	\$45.69	\$47.88	\$50.06	\$51.93	\$53.86	\$56.28	\$58.40	\$60.62
49	\$44.57	\$46.80	\$49.16	\$51.47	\$53.41	\$55.45	\$57.99	\$60.18	\$62.46
50	\$46.57	\$48.80	\$51.16	\$53.46	\$55.44	\$57.49	\$60.05	\$62.30	\$64.67
51	\$47.37	\$49.60	\$51.95	\$54.37	\$56.37	\$58.47	\$61.04	\$63.35	\$65.76
52	\$47.05	\$49.42	\$51.83	\$54.28	\$56.36	\$58.52	\$61.18	\$63.51	\$65.93

## ADDENDUM C - WSNA ALTERNATIVE WORK SCHEDULE REQUEST

**Employee Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**% Full-Time Equivalency (FTE):** \_\_\_\_\_

**Proposed Start Date:** \_\_\_\_\_  
(must be a prospective pay period)

Please itemize below the schedule you would like to request. This schedule must be mutually agreed upon with your supervisor and have the approval of your supervisor, division manager, director or designee as well as Human Resources. Per Article 4.4 - Alternative Scheduling of the collective bargaining agreement, the requested schedule must not create a reduction in the effective hours of service to the public, critical service days must be adequately covered by the remaining personnel, and this schedule must not increase the department's compensation costs. Once a schedule is agreed upon and been 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. Approval of this request is not a guarantee by the County this schedule will be continued if changes need to be made in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.

The schedule submitted below will be utilized to designate a Fair Labor Standards Act (FLSA) work week which is defined as 7 consecutive days with work weeks not to exceed 40 hours per week. Once an FLSA work week is agreed upon and approved there will be no changing of that work week or flex day. Mutually agreed upon adjustments by the employee and supervisor of hours within a work day may be made as long as the adjustment takes place within the same FLSA work week.

Payroll Week	Day	Actual Time at Work (e.g.: 8:00am – 5:00pm)	Time of lunch break (e.g.: noon)	Length of Lunch Break (e.g.: 1 hour)	Total # of Hours Worked per Day
<b>Week #1</b>	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	<b>Total Per Week</b>				
<b>Week #2</b>	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
	<b>Total Per Week</b>				

	Signature	Date
Employee		
Supervisor		
Division Manager		
Director or Designee		
Human Resources		

**ADDENDUM D - LETTER OF UNDERSTANDING**  
**By and Between**  
**WASHINGTON STATE NURSES ASSOCIATION**  
**and**  
**WHATCOM COUNTY**

This is to confirm the following agreements reached during the recent negotiations and is attached to the WSNA collective bargaining agreement identified as “August 6, 2013 through December 31, 2014”:

**1. Shift Differential.** If during the term of the Agreement the County implements a second and/or third shift, it will notify the Association in advance and upon request will meet and bargain about the appropriate shift differential payments for such shifts.

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

**3. Leaves of Absence.** Leaves of Absence without pay may be granted by the Department Head for periods of five or less work days per calendar year. The employee will not be required to have used all paid time off prior to the granting of such leave. Requests for such leave must be made in writing with the period of leave and flex time reconciliation being specified and approved in writing.

**4. Alternative Schedules – Existing Practice.** The existing process for Alternative Scheduling incorporates the following conditions.

Staff may vary their time from the basic workday or workweek by written mutual agreement between the Director or designee and the employee. Alternative schedules cannot create a situation where the criteria in Article 4.4 is not met nor can the employee work more than:

- 1) 40 hours in a basic workweek (unless written designation of pay weeks is requested and approved per Alternative Work Schedule Request form – Addendum C)
- 2) 80 hours in a pay period, or
- 3) 10 hours in a workday.

Altering schedules for personal or work reasons must have the approval of the employee’s supervisor in accordance with Article 4.5 Flex Time.

It is anticipated that alternative schedules currently worked by employees will be continued; however both parties recognize that schedules may need to be changed in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.



**LETTER OF UNDERSTANDING BY AND BETWEEN  
WHATCOM COUNTY, WASHINGTON  
AND  
WASHINGTON STATE NURSES ASSOCIATION**

**Legacy Premium Payments for Eliminated Job-Share Participants**

This Letter of Understanding is by and between Whatcom County hereafter called “the County” and Washington State Nurses Association, hereafter called “the Union” regarding the Washington State Nurses Association Collective Bargaining Agreement (CBA) covering the period of January 1, 2026 to December 31, 2028.

The purpose of this Letter of Understanding is to record the agreement for the handling of County Contribution under Article 23 Group Insurance for three current job share employees. With the transition of the group to the WA Teamsters Welfare Trust Plans which are offered at a composite (family) rate only, the parties agree to terminate the current Job Share Agreement. The three current 0.5 FTE job shares, **Alissa Cossman, Wendy Hancock, and Jennifer Woo**, will be treated as separate .5 FTEs for the purpose of this LOU. To avoid harm to these employees, the parties agree to different County contributions for health and welfare benefits for these three employees and for the term of this contract only.

The parties mutually agree as follows:

1. The County will make contributions to the appropriate health & welfare plans outlined in Article 23 on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
2. The new language bargained for prospective part-time employees in Section 23.1.1 shall not apply to these three individuals and the County will contribute to each existing 0.5 FTE job share according to Article 23 and in the same manner it contributes for a full-time employee.
3. All other applicable sections of the CBA regarding part-time employment shall apply.
4. At the discretion of the Health and Community Services Director, the department may offer to increase the FTE of any 0.5 FTE job share and the employee may opt to increase their hours up to full-time subject to budget approval during the term of this CBA, 2026-2028.
5. Beginning in 2029, the employees may be offered a 1.0 FTE full-time position, if available and at the discretion of the Health Director, or will begin paying a pro-rata share of the benefit premium for a continued part-time FTE as set forth in Section 23.1.1.

This Letter of Understanding will not be considered precedent setting to any other matter or concern that arises under the Washington State Nurses Association Collective Bargaining Agreement.

**LETTER OF UNDERSTANDING BY AND BETWEEN  
WHATCOM COUNTY, WASHINGTON  
AND  
WASHINGTON STATE NURSES ASSOCIATION**

**On-Call Premium Rotation – Pilot Program**

This Letter of Understanding is by and between Whatcom County hereafter called “the County” and Washington State Nurses Association, hereafter called “the Union” regarding the Washington State Nurses Association Collective Bargaining Agreement (CBA) covering the period of January 1, 2026 to December 31, 2028.

The purpose of this Letter of Understanding is to record the agreement for the handling of a new voluntary on-call premium rotation.

**The parties mutually agree as follows:**

1. Employees may volunteer for the weekly on-call rotation to cover the 24/7 phone line.
2. Management will maintain a volunteer sign-up list and employees will express interest through use of the sign-up list.
3. Employees assigned to the on-call rotation shall receive twenty dollars (\$20) per day while on-call.
3. On-call assignments shall be at the County’s discretion and distributed as equitably as possible among all qualified volunteered employees.
4. The County reserves the right to make adjustments as necessary to the on-call rotation assignments to meet operational needs.
5. The on-call rotation is not eligible for any other premium payments provided for in the CBA.

**Duration and Review**

The parties will initially review this pilot program in October 2026, to determine if there are any unintended consequences and to evaluate the success of a volunteer program. The parties may mutually agree to extend the trial period, implement all or part of the language modified, or bargain the terms of a new agreement. In December 2026, either party may inform the other it no longer wishes to follow the terms of this LOU and it shall cease effective December 31, 2026.