

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**WHATCOM COUNTY, WASHINGTON**

**and**

**GENERAL TEAMSTERS LOCAL UNION NO. 231  
SHERIFF'S SUPPORT STAFF  
BARGAINING UNIT**

January 1, 2007- December 31, 2009

# Table of Contents

Page

<b>TABLE OF CONTENTS</b> .....	
<b>GENERAL PURPOSES</b> .....	1
<b>ARTICLE 1 - UNION RECOGNITION AND SECURITY</b> .....	1
▪ Exclusions.....	1
▪ Members in Good Standing.....	1
▪ Non-Discrimination Clause.....	2
▪ New Hire Notice to Union.....	2
▪ Bargaining Unit Work.....	2
▪ Volunteers.....	2
▪ Positions Covered.....	2
<b>ARTICLE 2 – UNION-MANAGEMENT RELATIONS, CIVIL SERVICE RULES</b> .....	2
• Authorized Representatives.....	2
▪ Discharge or Suspension.....	2
▪ Internal Investigations.....	3
▪ Civil Service Rules.....	3
▪ Promotional Exams.....	3
▪ Non-Civil Service Discharge or Suspension.....	3
<b>ARTICLE 3 - WORK SCHEDULE</b> .....	3
▪ Shifts and Overtime.....	3
▪ Work Week.....	3
▪ Swing Shift Premium.....	3
▪ 4/10 Work Week With a Holiday.....	4
▪ Jail Records Specialists.....	4
▪ Call Back to Duty.....	4
▪ Between Shifts.....	4
▪ On Regular Days Off.....	4
▪ During Vacation.....	4
▪ Authorization Required in Advance.....	4
▪ Overtime.....	4
▪ Work Crew Coordinators Overtime.....	4
▪ Extended Overtime.....	5
▪ Compensatory Time Off.....	5
▪ Training Days.....	5
▪ Work Breaks.....	5
▪ Meals During Custodial Care.....	5
<b>ARTICLE 4 - PAID HOLIDAYS</b> .....	6
▪ Holiday Schedule.....	6
▪ Personal Holiday.....	6
▪ Holiday Timing.....	6
▪ Eligibility Criteria.....	6
▪ Pay on Thanksgiving and Christmas Holidays.....	6
▪ 4/10 Holidays.....	7
▪ Holiday Week.....	7

<b>ARTICLE 5 - VACATION</b> .....	7
▪ Vacation Accrual .....	7
▪ Vacation Accrual Rate .....	7
▪ New Employees .....	7
▪ Eligibility Criteria .....	7
▪ Eligibility Criteria if on Payroll on September 27, 1994 .....	8
▪ Monthly Vacation Accrual Anniversary Date .....	8
▪ Hired Prior to September 27, 1994 .....	8
▪ Termination Cashout .....	8
▪ Vacation Scheduling .....	8
▪ Work Crew Vacation Schedules .....	8
▪ Employees Working Less Than 1.0 FTE .....	8
▪ Vacation Carryover .....	8
<b>ARTICLE 6 - HEALTH &amp; WELFARE</b> .....	8
▪ Eligibility Criteria .....	8
▪ Eligibility Criteria if on Payroll on September 27, 1994 .....	9
▪ Change or Modification of Plans .....	9
▪ Health & Welfare .....	9
▪ Medical .....	9
▪ Dental .....	9
▪ Vision Care .....	9
▪ Life Insurance .....	9
▪ Premium Payments .....	9
▪ Medical .....	9
▪ Medical Plan 2007 .....	9
▪ Medical Plan 2008 .....	9
▪ Medical Plan 2009 .....	10
▪ Dental, Vision and Life Insurance .....	10
▪ Flex 125 Plan .....	10
▪ Trust Terms .....	10
▪ Medical Coverage Dispute .....	10
▪ Medical Advisory Committee .....	10
▪ Retirement Health Savings Plan .....	10
<b>ARTICLE 7 - SICK LEAVE ALLOWANCE</b> .....	10
▪ Sick Leave Usage .....	10
▪ Family or Registered Spousal Equivalent .....	10
▪ Eligibility Criteria and Accrual Rate .....	11
▪ Eligibility Criteria if on Payroll on September 27, 1994 .....	11
▪ Maximum Accrual .....	11
▪ Employees Working Less Than 1.0 FTE .....	11
▪ Bonus Days .....	11
▪ Termination Cashout .....	11
▪ Notification and Application .....	11
▪ Proof of Illness .....	11
▪ Layoff .....	11
▪ Accrual Deduction .....	12
▪ Maternity or Disability Leave .....	12

▪ Notification to Supervisor .....	12
▪ Sick Leave Sharing .....	12
▪ Compassionate Leave.....	12
▪ Documented Assault .....	12
<b>ARTICLE 8 - FAMILY CARE .....</b>	<b>12</b>
<b>ARTICLE 9 - JURY DUTY .....</b>	<b>12</b>
<b>ARTICLE 10 - BEREAVEMENT LEAVE .....</b>	<b>13</b>
<b>ARTICLE 11 - INITIATION FEE AND DUES CHECKOFF .....</b>	<b>13</b>
▪ Authorization of Deductions .....	13
▪ Payroll Deduction .....	13
<b>ARTICLE 12 - RULES OF OPERATION .....</b>	<b>13</b>
<b>ARTICLE 13 - UNION ACTIVITY .....</b>	<b>13</b>
▪ Negotiations .....	13
▪ Union Activity .....	13
<b>ARTICLE 14 - SEPARABILITY AND SAVING .....</b>	<b>14</b>
<b>ARTICLE 15 - LONGEVITY .....</b>	<b>14</b>
<b>ARTICLE 16 - GENERAL CONDITIONS .....</b>	<b>14</b>
▪ Range Placement.....	14
▪ Reclassification .....	14
▪ Step Placement in Annual Steps.....	14
▪ Step Advancement.....	14
▪ Promotion.....	14
▪ Step Placement.....	14
▪ Personnel Records Access .....	15
▪ Performance Evaluation .....	15
▪ Training .....	15
▪ Work in Higher Classification .....	15
▪ Part-Time and Temporary Employees .....	15
▪ Shots .....	15
▪ Traveling Expenses.....	15
▪ Subcontracting .....	15
▪ Clothing .....	15
▪ Work Crew.....	15
▪ Electronic Funds Transfer .....	16
▪ Position Vacancies.....	16
<b>ARTICLE 17 - SALARY SCHEDULE .....</b>	<b>16</b>
▪ Salary Schedules .....	16
▪ 2007 Matrix .....	16
▪ 2008 Matrix .....	16
▪ 2009 Matrix .....	16
<b>ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION .....</b>	<b>16</b>
▪ Initial Filing .....	16
▪ Union Notification .....	16
▪ Arbitration.....	16
▪ Hearing Commencement .....	17
▪ Arbitrator's Fees.....	17
▪ Time Limitations .....	17

▪ No Lockout, Strike or Slow Down .....	17
▪ Arbitration Venue .....	17
<b>ARTICLE 19 - SENIORITY .....</b>	<b>17</b>
<b>ARTICLE 20 - MANAGEMENT RIGHTS .....</b>	<b>17</b>
<b>ARTICLE 21 - INDEMNITY AND HOLD HARMLESS AGREEMENT .....</b>	<b>18</b>
<b>ARTICLE 22 - TERMINATION CLAUSE .....</b>	<b>18</b>
▪ Duration .....	18
▪ Subsequent Agreements.....	18
<b>ADDENDUM A – POSITION TITLE INDEX .....</b>	<b>20</b>
<b>ADDENDUM B – 2007 – 2009 MATRICES .....</b>	<b>21</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>	<b>24</b>
▪ Drug-Free Work Place Policy .....	24
▪ Grooming .....	24
▪ Attendance .....	24
▪ Retroactivity .....	24
▪ Reclass .....	24
▪ Range Adjustments.....	24
<b>LETTER OF UNDERSTANDING #2 (Temporary with Benefits) .....</b>	<b>26</b>

# **A G R E E M E N T**

**By and Between**

**WHATCOM COUNTY, WASHINGTON**

**AND**

**GENERAL TEAMSTERS LOCAL UNION NO. 231  
SHERIFF'S SUPPORT STAFF  
BARGAINING UNIT**

**JANUARY 1, 2007 - DECEMBER 31, 2009**

THIS AGREEMENT, MADE AND ENTERED INTO THIS 8th day of May, 2007, by and between WHATCOM COUNTY, WASHINGTON, hereinafter referred to as the County, and GENERAL TEAMSTERS UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

## **GENERAL PURPOSES**

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

## **ARTICLE 1 - UNION RECOGNITION AND SECURITY**

**1.01 Exclusions.** The County recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for Support Staff of the Sheriff's Office as listed in the attached Addendum A. Excluded from the collective bargaining unit are all other employees of the Sheriff's Office and temporary help employed for periods of up to four (4) months. Employees working less than seventy (70) hours per month are also excluded.

**1.02 Members in Good Standing.** It shall be a condition of employment that all employees of the County covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the 31st day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall on the 31st day following the beginning of such employment, become and remain members in good standing in the Union, PROVIDED THAT, if a public employee is a member of a church or religious body whose bona fide religious tenets or teaching forbid said employee to become a member of

a labor union, such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach an agreement on the non-religious charity to whom the Union dues and initiation fees are to be paid, the Public Employment Relations Commission shall designate the charitable organization.

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

**1.04 New Hire Notice to Union.** The Union shall be notified within thirty-one (31) calendar days of new hires. Notification shall be in writing and shall include the employee's name, social security number, address, date of hire, classification, range and step.

**1.05 Bargaining Unit Work.** Members of the bargaining unit shall perform all work of the bargaining unit, provided that unrepresented Sheriff's Office employees may perform bargaining unit work on occasion.

**1.05a Volunteers.** The use of volunteers is not prohibited by this Agreement so long as bargaining unit employees are not supplanted. The Union may review the Volunteer Program regarding compliance with the foregoing and, should a dispute develop, it shall be subject to Article 19 for resolution.

**1.06 Positions Covered.** The term "Support Staff" as used in this Agreement shall be defined as follows:

**Support Staff:** Those persons employed by the Whatcom County Sheriff's Office whose positions are described in Addendum A.

## **ARTICLE 2 - UNION-MANAGEMENT RELATIONS, CIVIL SERVICE RULES**

**2.01 Authorized Representatives.** All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and the County. It is recognized between the parties that this Agreement covers the Support staff of the Sheriff's Office for wages, working hours, schedules, benefits, and general working conditions only.

**2.02 Discharge or Suspension.** No Civil Service employee will be discharged or suspended except as provided by the Rules and Regulations of the Civil Service Commission and as is provided in this Agreement.

**2.03 Internal Investigations.** A Civil Service employee who is the subject of a formal internal investigation shall receive written notice within fifteen (15) calendar days of the start of the investigation. A good faith effort will be made by the County to complete the investigation within sixty (60) calendar days. Any discipline to be taken as a result of the investigation shall be announced in writing within fifteen (15) calendar days after completion of the investigation. Any disputes over the time lines herein may be submitted through the grievance procedure of the labor agreement, except an arbitrator has no authority to modify or set aside any disciplinary action, which is within the exclusive purview of the Civil Service Commission.

**2.04 Civil Service Rules.** Nothing contained in this Agreement shall be construed to be contrary to the Whatcom County Civil Service Rules and Regulations and RCW Chapter 41.

**2.05 Promotional Exams.** Matters pertaining to promotional exams are covered by the Civil Service Rules and Regulations.

**2.06 Non-Civil Service Discharge or Suspension.** Sections 2.02 (dealing with discharge and suspension) and 2.03 (dealing with internal investigations) apply only to Civil Service positions. Any non-Civil Service positions which may be under this Agreement will be handled as follows:

No employee will be discharged or suspended except for just cause, and prior to any action taken against such employee, except in emergency situations (such as drunkenness on the job, assault of another person while on the job and dishonesty or other gross misconduct), the County will first notify the Union in writing, affording them an opportunity to resolve the issue. Notification of all discharge and/or suspensions shall be in writing with a copy sent to the Union. This section shall not apply to probationary employees nor to temporary help. Probationary employees are defined as those employees who have received a probationary appointment in writing to fill a vacant full-time or part-time position, and who have served less than six calendar months of service.

### **ARTICLE 3 - WORK SCHEDULE**

**3.01 Shifts and Overtime.** Standardized shifts shall be established on an eight-hour basis. All time worked over the eight (8) hours in any one (1) shift or over forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half the regular rate of pay. Shift schedules of other than standardized eight hour shifts (i.e.: four-ten hour days) may be utilized by mutual agreement between the Sheriff's Office and the Union.

**3.01a Work Week.** The work week for Fair Labor Standards Act purposes is established as beginning 12:00 a.m. Sunday through 11:59 p.m. the following Saturday.

**3.01b Swing Shift Premium.** Sheriff's Support Staff who work the afternoon or "swing" shift shall be paid fifty cents (50 cents) per hour over and above their regular rate

of pay for all hours worked after 6:00 p.m. for each complete eight- or ten-hour swing shift worked.

**3.01c 4/10 Work Week With a Holiday.** During a work week in which a paid holiday occurs, some employees working four, ten-hour days, shall revert to a five (5) eight-hour day work schedule.

**3.01d Jail Records Specialists.** Jail Records Specialists shall rotate shifts amongst themselves every twelve months provided it may be more frequent dependent upon the needs of the Sheriff's Office.

**3.02 Call Back to Duty.** Personnel who are ordered back to duty or for court appearance shall be compensated as outlined in the following sections of this Article:

**3.02a Between Shifts.** Employees shall be guaranteed two (2) hours pay at the overtime rate of time and one-half. If work extends beyond two (2) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half.

**3.02b On Regular Days Off.** Employees shall be guaranteed four (4) hours pay at the overtime rate of time and one-half. If work extends beyond four (4) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half. Regular days off are defined as the time between the last on-duty hour following completion of an employee's shift schedule until the first on-duty hour starting the employee's next shift schedule.

**3.02c During Vacation:** Employees shall be guaranteed eight (8) hours at the overtime rate of time and one-half plus their normal salary (20 hours of straight time). The employee shall also receive a return of the vacation day. Vacation is defined as the time between the end of the last on-duty hour of the shift scheduled prior to commencement of the vacation and the first on-duty hour starting the employee's next scheduled shift following the vacation. Days off in conjunction with vacation, at the beginning or end of the vacation shall be treated as vacation days and paid as such under this subsection.

**3.02d Authorization Required in Advance.** In order to be paid for a call back to duty during vacation, at the rate outlined in (section 3.02c) above, including call backs in response to a subpoena, the call back must have been authorized in advance by the Sheriff, Undersheriff, Chief Deputy, Lieutenant, Chief Corrections Officer, Senior Administrative Assistant or Duty Staff Officer (DSO).

**3.03 Overtime.** Overtime will be distributed as equally as possible within the Support Staff group, which will have a separate selection list. All overtime will be assigned through the Sheriff's Office and employees will be paid the normal overtime rate.

**3.03a Work Crew Coordinator Overtime.** Overtime shall be distributed as equally as possible each calendar year, starting with the most senior Coordinator and rotating to the next senior Coordinator for the next overtime opportunity. If no Work Crew

Coordinators elect the overtime opportunity in rotation, then the least senior available Coordinator will be ordered in.

**3.03b Extended Overtime.** Employees required to work on overtime (includes special duty) for an extended period shall be entitled to a minimum of eight (8) hours time off before returning to duty.

**3.04 Compensatory Time.** The provisions of the contract requiring one and one-half times the regular rate of pay for hours worked in excess of the regular scheduled workday or workweek do not apply to any employee who requests and is granted compensating time off in lieu of overtime pay. Compensating time may be as agreed upon by the Sheriff's Office and the individual employee at the request of the employee, but may not be imposed by the Sheriff's Office in lieu of overtime pay upon any employee who has not so requested such compensating time off. Compensatory time is accrued at the appropriate overtime rate for each hour of overtime worked. An employee may accrue no more than 80 hours of compensatory time. By mutual agreement, an employee may cash out accrued compensatory time at the end of each calendar year. An employee will be allowed to use the comp time within a reasonable period and after making a request, so long as such use does not unduly disrupt the operations of the Sheriff's Office. If compensation is paid to an employee for accrued comp time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee shall be paid for unused accrued compensatory time off at a rate of compensation not less than (a) the average regular rate received by such employee during the last three years of the employee's employment, or (b) the final regular rate received by such employee, whichever is higher.

**3.05 Training Days.** Every effort will be made to schedule training at least fourteen (14) or more days in advance. Scheduled training which is posted fourteen (14) or more days before it occurs shall be considered the employee's assigned shift for that day. If such scheduled training is cancelled within fourteen (14) days of occurring and no other training is substituted, the employee has the option, with approval of affected supervisors, of either working the scheduled training hours for that day or moving back to their regular shift. Non-mandatory training requested by and approved for an employee shall not be considered in calculating overtime.

**3.06 Work Breaks.** Employees are employed in activities that may preclude the observance of set lunch and/or break periods. It is agreed that statutory lunch and break requirements shall be satisfied by employee observance of lunch and breaks pursuant to the Employee Handbook or as assigned during any work period.

**3.06a Meals During Custodial Care.** Work crew coordinators who are required to remain on duty in order to maintain judicial custodial care of persons in their direct charge shall be permitted to observe a thirty (30) minute lunch while on County time; provided there is no relief available to permit the employee a duty-free lunch.

## ARTICLE 4 - PAID HOLIDAYS

**4.01 Holiday Schedule.** The following shall be paid County holidays (eight hours):

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

**4.01a Personal Holiday.** Each employee shall receive one (1) personal holiday (eight hours) each calendar year which may be taken by the employee after the employee has provided one week's written notification and received approval from his/her supervisor. The personal holiday must be taken during the year it is earned and cannot be cashed out upon separation. No employee shall be eligible to receive the personal holiday until after completion of three (3) months of employment. A personal holiday may not be unreasonably denied.

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

**4.03 Eligibility Criteria.** Employees shall be entitled to paid holidays based on:

- 1) their currently assigned full-time equivalency (FTE) up to eight (8) hours, and when the employee is regularly scheduled to work at least 80 hours per month or received income for industrial injury (not to exceed 12 months) in lieu of 80 hours, **and**
- 2) an employee must have been on the County's payroll in paid status, or on approved voluntary unpaid furlough, the scheduled work day before and scheduled work day after the holiday or off work on paid industrial injury to be eligible for actual holiday pay.

Employees assigned less than a 1.0 FTE will receive holiday pay based on their currently assigned, budgeted full-time equivalency. If employees work over their FTE assignment, they will have their holiday pay adjusted on a quarterly basis for the hours worked beyond their assigned FTE.

**4.03a Eligibility Criteria if on Payroll on September 27, 1994.** Employees on the payroll on September 27, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

**4.04 Pay on Thanksgiving and Christmas Holidays.** Employees who work on Thanksgiving, the day before Christmas or Christmas Day (the actual holiday, not County-observed holiday) will be paid at time and one-half their normal straight-time rate for all hours worked each of those days between 12:00 a.m. and 11:59 p.m. There shall be no compounding or pyramiding of premiums and overtime.

**4.05 4/10 Holidays.** Selected positions may be required to work a 4/10 schedule in order to accommodate the needs of the Sheriff's Office. These positions will accrue holidays at the rate of 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be scheduled as vacation consistent with Section 5.03, except that employees are required to schedule ten hours of vacation on Thanksgiving, the day before Christmas and Christmas Day.

**4.05a Holiday Week.** Section 3.01c which reverts employees working a 4/10 schedule back to a 5/8 schedule during a holiday week will not apply to positions identified under section 4.05.

## ARTICLE 5 - VACATION

### 5.01 Vacation Accrual.

**5.01a Vacation Accrual Rate.** Eligible employees shall accrue vacation on a calendar month basis. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

<u>During the following years of service</u>	<u>Hours of vacation per month</u>
0-1	6.67
2	7.34
3	8.00
4	10.00
5,6,7	11.34
8,9	12.00
10	13.34
11	14.00
12	14.67
13	15.34
14	16.00
15	16.67

**5.01b Vacation Use.** Only hours accrued the previous year will be eligible for usage the current year.

**5.01b(1) New Employees.** New employees may use vacation accrued the prior year following completion of six (6) months employment.

**5.01c Eligibility Criteria.** To be eligible to accrue vacation 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 paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an

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

**5.01d Eligibility Criteria if on Payroll on September 27, 1994.** Employees on the payroll on September 27, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

**5.01e Monthly Vacation Accrual Anniversary Date.** For employees hired after September 27, 1994, the employee's anniversary date will be used for vacation accrual purposes.

**5.01e(1) Hired Prior to September 27, 1994.** The monthly vacation accrual for employees hired prior to September 27, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for employees hired prior to September 27, 1994.

**5.02 Termination Cashout.** When an employee leaves employment with the County for any reason, such employee will be paid for any unused vacation accrued to the date of termination. Employees who terminate or are terminated from County Employment within six (6) months of their employment date shall not receive pro-rated vacation pay.

**5.03 Vacation Scheduling.** Vacations may be bid by seniority, in one-week blocks, two weeks at a time. Total vacation earnings to be scheduled include accrued vacation under section 5.01a, accrued holiday under section 4.05 (as appropriate) and vacation bonus pursuant to section 7.03. Employees assigned to Work Crew Coordinator and Jail Records Specialist shall not have more than one employee off from each area during any one week. No employee can take vacation unless the hours have been accrued and are available.

**5.03a Work Crew Vacation Schedules.** In the event Section 5.03 precludes Work Crew Coordinators from taking a vacation because of the limited number of bids in a week the Sheriff's Office by agreement with the Union may make additional bids available for a second round of bidding.

**5.04 Employees Working Less Than 1.0 FTE.** Employees working less than an eight-hour schedule shall accrue vacation benefits based on their currently assigned, budgeted full-time equivalency.

**5.05 Vacation Carryover.** Employees shall be allowed to carry over up to two hundred and forty (240) hours of vacation from one year to the next

## **ARTICLE 6 - HEALTH & WELFARE**

**6.01 Eligibility Criteria.** The County agrees to make contributions into the Benefit Trust Funds and/or Whatcom County Self-Insured Medical Plan, as outlined in the following sections of this Article, on behalf of employees covered by this Agreement who are

regularly scheduled to work at least eighty (80) hours per month, with contributions to begin on the first of the month following eighty (80) hours compensated 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 paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage in a future month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of injury shall also be credited as compensation.

**6.01a Eligibility Criteria if on Payroll on September 27, 1994.** Employees on the payroll on September 27, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

**6.01b Change or Modification of Plans.** The County and the Union agree that carriers may be changed, or benefits modified upon mutual agreement. The Whatcom County Self-Insured Plan may be changed to a successor plan.

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

**6.02a Medical.** Whatcom County Self-Insured Cap Plan, or any successor plan.

**6.02b Dental.** Washington Teamsters Welfare Trust Dental Plan "B" or any successor plan.

**6.02c Vision Care.** Washington Teamsters Welfare Trust Extended Benefit Plan or any successor plan.

**6.03 Life Insurance.** The County shall provide life insurance benefits for employees equivalent to one year's base salary to a maximum of \$50,000, through a carrier to be selected by the County.

**6.04 Premium Payments.**

**6.04a Medical.** The County agrees to pay the appropriate monthly family premium amounts necessary to provide the medical benefits listed in section 6.02a as follows:

**6.04a(1) Medical Plan 2007.** For the calendar year 2007, the County agrees to contribute up to \$732 per month towards the entire cost of the Cap medical plan. Under the Cap Plan, during 2007, employees are guaranteed employee and family coverage with no premium contribution by the employee.

**6.04a(2) Medical Plan 2008.** For the calendar year 2008, the County shall contribute up to \$805 per month towards a medical plan offered by the County. A successor Cap Plan may be required to have benefit modifications in order that coverage can be provided within the County's contribution.

**6.04a(3) Medical Plan 2009.** For the calendar year 2009, the County shall contribute up to \$886 per month towards a medical plan offered by the County. A successor Cap Plan may be required to have benefit modifications in order that coverage can be provided within the County's contribution.

**6.04b 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 and life benefits listed in 6.02b, 6.02c and 6.03.

**6.05 Flex 125 Plan.** All bargaining unit employees will be eligible to enroll in the County's Flexible Spending Account ("Flex 125 Plan").

**6.06 Trust Terms.** The County agrees to be bound by the terms of the Trustees of the Trust Funds.

**6.07 Medical Coverage Dispute.** The County and the Union agree that any dispute over a denial of coverage under a Whatcom County Self-Insured Medical Plan may be appealed, through Human Resources, to the County Executive for final resolution.

**6.08 Medical Advisory Committee.** The County shall establish a medical advisory committee of County employees for the specific purpose of reviewing, modifying or substituting a medical plan provided in section 6.02a. The Union shall be given advance notice of such committee formation and shall be afforded an opportunity to designate one of its bargaining unit members to attend and participate in such advisory committee meetings that could impact members of the bargaining unit.

**6.09 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 7 - SICK LEAVE ALLOWANCE**

**7.01 Sick Leave Usage.** Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the employee. Use of sick leave for other than the purposes outlined in this Article may result in disciplinary action.

**7.01a Family or Registered Spousal Equivalent.** An employee may use sick leave to care for the child of the employee with a health condition that requires treatment or supervision, or for the care of a spouse, registered spousal equivalent (40-hour maximum), parent, parent-in-law or grandparent of the employee who has a serious health condition or during a health emergency. Family members are as defined by WAC 296-130-020. Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize accrued sick leave. The employer has the right to require a doctor's certification that the illness of the family member or registered spousal equivalent is sufficiently serious to require the employee to be in attendance.

**7.02 Eligibility Criteria and Accrual Rate.** Cumulative sick leave shall accrue to each employee covered by this Agreement who has completed three (3) months of employment of eighty (80) compensated hours per calendar month in the amount of one (1) day, not to exceed eight (8) hours, for each month of employment to a maximum of one hundred and twenty (120) days. 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 paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

**7.02a Eligibility Criteria if on Payroll on September 27, 1994.** Employees on the payroll on September 27, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

**7.02b Maximum Accrual.** In general, one day of sick leave is accrued each month even if an employee has accrued the maximum sick leave permitted under a union contract.

**7.02c Employees Working Less Than 1.0 FTE.** Employees working less than an assigned eight-hour schedule shall accrue sick leave benefits based on their currently assigned, budgeted full-time equivalency.

**7.03 Bonus Days.** An employee having accrued seventy-five (75) days (600 hours) of sick leave on December 31 of any year shall receive an additional five (5) days (40 hours) of vacation to be used in the following calendar year.

**7.04 Termination Cashout.** An employee with three (3) or more years of employment with the County 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.

An employee hired before September 1, 1988, with three (3) or more years of employment with the County shall be entitled to cash upon termination in the amount of fifty percent (50%) of their sick leave bank at the time of termination.

**7.04a Notification and Application.** Employees must give at least thirty (30) days notice prior to termination. Termination cashout of sick leave shall not apply to any employee terminated for cause.

**7.05 Proof of Illness.** Upon request of the County, the employee will provide proof of illness.

**7.06 Layoff.** Sick leave shall continue to accrue during periods of approved leave of absence with pay only, and during periods of illness. If an employee is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave

accrual at the time of layoff shall be made available to the employee and additional days shall accrue from the first month the employee returns to work.

**7.07 Accrual Deduction.** An employee's sick leave accumulation shall be reduced by the number of hours absent from work for the reasons set forth in sections 7.01, 7.01a and 7.08.

**7.08 Maternity or Disability Leave.** Sick leave shall include time off for maternity or disability leave. In the event sick leave is exhausted before the employee returns to work, any vacation or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County except for leaves falling under the federal Family and Medical Leave Act.

**7.09 Notification to Supervisor.** It is the employee's responsibility to notify his/her supervisor of their inability to work because of illness or injury prior to the beginning of the shift. In the event no sick leave notification is made within one (1) hour after the beginning of the shift, the supervisor shall consider and handle the employee's absence as an absence without pay, unless the employee later satisfactorily substantiates, before payroll deadline, that it was impossible to make or cause such notification. In the case of an illness which will result in a protracted absence, a letter from the doctor giving an anticipated return date will waive the daily notification requirement.

**7.10 Sick Leave Sharing.** The County agrees to allow a yearly donation maximum of twenty-four (24) hours under the County's Sick Leave Sharing Program.

**7.11 Compassionate Leave.** Employees may donate accrued vacation leave to employees for the serious health condition (as defined by FMLA) of the employee or as otherwise provided by County policy.

**7.12 Documented Assault.** In the case of a documented on-duty assault (resulting in a Workers' Compensation injury), an employee shall suffer no loss in wages or reduction in his/her sick leave bank for the first three days following the assault.

## **ARTICLE 8 - FAMILY CARE**

The County agrees to provide unpaid leave to any eligible employee covered by this Agreement, consistent with the Washington State Family Leave Act, RCW Chapter 49.78 and the federal Family and Medical Leave Act. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave, except an employee who has previously used twelve (12) weeks of unpaid FMLA will use all allowed accrued vacation, sick, and personal holiday time before beginning unpaid leave. Unpaid leave used prior to the date of ratification will not count towards the 12-week limit.

## **ARTICLE 9 - JURY DUTY**

When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the Sheriff upon

receipt of such call and if taken from work for such service, shall be reimbursed as provided herein for any loss in wages while performing such service; PROVIDED, that there shall be deducted from the wages of such employee an amount equal to the amount such employee received for jury duty.

## **ARTICLE 10 - BEREAVEMENT LEAVE**

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (forty hours) off without loss in pay for bereavement in the death of spouse, registered spousal equivalent, children, and parents, including step-parents and step-children of the employee and spouse and three (3) days off for other immediate family members. (Defined to be brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse.) Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave.

## **ARTICLE 11 - INITIATION FEE AND DUES CHECKOFF**

**11.01 Authorization of Deductions.** For individuals who certify in writing that they authorize such deductions, Union initiation fees and monthly dues shall be deducted from the employee's payroll and remitted to the Secretary-Treasurer of the General Teamsters Union, Local No. 231. Accompanying said monies shall be a list of employees, their social security numbers, and amounts to be credited to their account.

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

## **ARTICLE 12 - RULES OF OPERATION**

The Sheriff's Office shall adopt reasonable written rules of operating the Sheriff's Office and the conduct of employees provided, however, before such rules are posted, a copy shall be furnished to the Union. The Union shall be allowed not less than ten (10) days in which to make known any objection they may have concerning such rules.

## **ARTICLE 13 - UNION ACTIVITY**

**13.01 Negotiations.** It is agreed that one (1) bargaining unit employee shall be allowed to participate in negotiations without loss in pay, provided that such employee shall not receive overtime pay while serving on the negotiations committee. One additional bargaining unit employee elected to serve on the negotiating committee will be released without pay from work to attend scheduled negotiating meetings.

**13.02 Union Activity.** It is further agreed that other time off for Union activity will be allowed without compensation providing such time off will not unnecessarily disrupt the

operation of the Sheriff's Office. The Union will keep Human Resources advised of current members on the negotiations committee.

#### **ARTICLE 14 - SEPARABILITY AND SAVINGS**

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

#### **ARTICLE 15 - LONGEVITY**

Beginning with the employee's seventh year of employment, the employee shall receive thirty-five dollars (\$35) per month in addition to their regular rate of pay. Thereafter, on January 1st 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. Only full-time employees shall receive longevity pay.

#### **ARTICLE 16 - GENERAL CONDITIONS**

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

**16.02 Reclassification.** When a reclassification to a higher level of responsibility occurs, the employee will be placed in the pay step of the higher pay range that will provide not less than a five percent (5%) increase in salary. The reclassification date becomes the anniversary date for step advancement purposes.

**16.03 Step Placement in Annual Steps.** Employees will be placed in the first step of their assigned pay schedule. All steps are annual.

**16.04 Step Advancement.** Subsequent to a favorable job performance evaluation, advancement to the next pay step shall occur on the first day of the month in which the anniversary date falls.

**16.05 Promotion.** When an employee is promoted to a higher classification, the employee will be placed in a step that will provide not less than a five percent (5%) increase. The promotion date becomes the anniversary date for step advancement purposes.

**16.06 Step Placement.** It is understood between the parties that the Sheriff may place employees in a higher pay step at his discretion, subject to the approval of the County Executive. The Union shall be notified when this occurs.

**16.07 Personnel Records Access.** Each employee shall have access to his/her personnel records, except supervisor's notes prepared for the purpose of preparing employee's evaluations.

**16.08 Performance Evaluation.** The employee shall review and sign his/her evaluation after the Sheriff or designee has made written comments. If any additional comments are made after the employee signs, the employee shall be notified. The employee shall, upon request, be given an opportunity to review all evaluation reports made by any and all supervisory personnel.

**16.09 Training.** Training opportunities will be offered to employees in as fair and evenhanded a fashion as is possible.

**16.10 Work In Higher Classification.** Any employee required to perform work in a position with a higher wage classification to that which the employee normally holds for any hour worked shall be paid at the employee's normal rate of pay plus one dollar (\$1.00) per hour, or plus five percent (5%), whichever is the greater while so acting.

**16.11 Part-Time and Temporary Employees.** Hourly rates shall be established for employees working less than full-time by placing the employee in the appropriate salary range based upon their employment with the County.

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

**16.13 Traveling Expenses.** Employees traveling out of the County on official business will be reimbursed for the reasonable cost of meals and expenses as may be authorized by County policy.

**16.14 Subcontracting.** Prior to subcontracting work currently performed by bargaining unit employees, the County will give the Union 60 days notice of its intent to do so and, on request, will meet and discuss the decision. The 60-day notice requirement is not applicable if the subcontracting results from an emergency situation, or if bargaining unit employees are not displaced by subcontracting.

**16.15 Clothing.** Employees shall be paid an annual allowance in the amount of \$210 for purchase, maintenance, repair and replacement of clothing items needed for the performance of assigned duties. Payment will be made through established payroll cycle by the end of February. Taxes shall be withheld in accordance with state and federal law.

**16.15a Work Crew.** The County agrees that it shall continue to provide additional clothing and other items as it has in the past for personal safety and weather protection.

**16.16 Electronic Funds Transfer.** All regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of ratification or hire. Institution changes require four (4) weeks notice. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived. Employees may stop EFT in emergency situations with at least seven (7) days notice before a scheduled payday. Employees must restart the EFT within three (3) months.

**16.17 Position Vacancies.** Positions will be filled per Civil Service Rules.

## **ARTICLE 17 - SALARY SCHEDULE**

**17.01 Salary Schedules.** Employees on the payroll on the date of ratification or hired after the date of ratification, shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are a part of this Agreement by reference.

**17.02 2007 Matrix.** Effective within 30 days of Council ratification, the wage rates referred to in the 2006 Matrix shall be increased by three percent (3%).

**17.03 2008 Matrix.** Effective January 1, 2008, the wage rates referred to in the 2007 Matrix shall be increased by three percent (3%).

**17.04 2009 Matrix.** Effective January 1, 2009, the wage rates referred to in the 2008 Matrix shall be increased by three percent (3%).

## **ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION**

**18.01** Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement.

**18.01a Initial Filing.** Grievances must be addressed within thirty (30) calendar days from knowledge of the incident by the employee first following their chain of command in an attempt to adjust the dispute or they shall be deemed null and void. With failure within the time limit to satisfy the dispute, the grievance procedure shall be initiated.

**18.01b Union Notification.** Should any grievance herein defined arise, the same shall be taken up with the representative of the Union, who will then take the grievance up with the Sheriff and the head of Human Resources or designee.

**18.01c Arbitration.** Any grievance submitted and processed in accordance with the grievance procedure provided above which is not satisfactorily adjusted within thirty (30) calendar days may be taken to arbitration by the County or the Union as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.

Either party may, within five (5) working days after failure to adjust the grievance in Subsection (b), serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten calendar days after service of the demand for

arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) calendar days thereafter, request the State or Federal Mediation and Conciliation Service to submit a list of nine (9) disinterested persons who are qualified and willing to act as an impartial arbitrator. From the list the County will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

**18.01d Hearing Commencement.** The arbitrator shall commence the hearing within a reasonable time after his selection and shall render his award in writing within a reasonable amount of time after the arbitration hearing. The award of the arbitrator shall be rendered in writing together with his written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee and employees, if any.

**18.01e Arbitrator's Fees.** The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Union. All other expenses and costs shall be borne by the parties incurring them.

**18.01f Time Limitations.** The County and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

**18.01g No Lockout, Strike or Slow Down.** All grievances as defined in this section shall be settled in accordance with the procedures outlined above and there shall be no lockout, strike, interruption of work, slow down, or other interference with production during the life of this Agreement.

**18.01h Arbitration Venue.** Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

## **ARTICLE 19 - SENIORITY**

A seniority list will be maintained for the purpose of layoff, recall, vacation, and extra overtime.

## **ARTICLE 20 - MANAGEMENT RIGHTS**

Consistent with the Sheriff's authority and obligations in the County Charter, any and all rights concerned with the management operations of the County and its Sheriff's Office are exclusively that of the Sheriff's Office unless otherwise provided by the terms of this Agreement. The Sheriff's Office has the authority to adopt reasonable rules for its operation and the conduct of its employees; provided, such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Sheriff's Office has the right to discipline, temporarily lay off or discharge employees; to assign work and determine duties

of employees; to schedule hours of work, to determine the number of employees to be assigned to duty at any time and such other rights as are normal to County government and not expressly limited in this Agreement or applicable laws.

## **ARTICLE 21 - 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's fees.

This section 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 22 - TERMINATION CLAUSE**

**22.01 Duration.** This Agreement shall be in full force and effect from January 1, 2007, to and including December 31, 2009, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**22.02 Subsequent Agreements.** It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1st, 2010, or January 1st of any subsequent year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

THIS AGREEMENT IS EXECUTED THIS 8<sup>th</sup> day of May, 2007, by the duly authorized representative of the parties hereto.

GENERAL TEAMSTERS UNION  
LOCAL #231

WHATCOM COUNTY, WASHINGTON

By: \_\_\_\_\_  
Chuck Eggert  
Secretary-Treasurer

By: \_\_\_\_\_  
Pete Kremen  
Whatcom County Executive

APPROVED AS TO FORM:

DATE COUNCIL APPROVED:

\_\_\_\_\_  
Assistant Chief Civil Deputy Prosecuting Attorney

\_\_\_\_\_

**Addendum A  
To the Agreement  
by and between  
Whatcom County, Washington  
and  
Teamsters Union Local 231**

**SHERIFF'S SUPPORT STAFF  
Effective January 1, 2007 (except as noted)**

**POSITION TITLE INDEX**

<b><u>Range</u></b>	<b><u>Position</u></b>
1	Receptionist/Clerk
2	Records Specialist
3	Account Clerk
3	Administrative Coordinator
4	Administrative Secretary
5	Civil Assistant
5	I.D. Technician
5	Volunteer Services Coordinator
5	Work Crew Coordinator
6	Accountant
6	Work Crew Coordinator (See LOU#1, pt. #5)
7	Lead Work Crew Coordinator
8	Crime Analyst
11	Lead Work Crew Coordinator (See LOU#1, pt. #6)
12	Crime Analyst (See LOU #1, pt. #6)

## Addendum B

### 2007 Sheriff's Support Staff Matrices – effective upon implementation in JD Edwards

#### Hourly Matrix

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$13.37	\$13.84	\$14.41	\$14.95	\$15.54	\$16.17	\$16.79	\$17.45	\$17.82
2	\$14.03	\$14.58	\$15.15	\$15.74	\$16.36	\$16.96	\$17.63	\$18.28	\$18.66
3	\$14.66	\$15.22	\$15.82	\$16.42	\$17.12	\$17.75	\$18.41	\$19.09	\$19.49
4	\$16.05	\$16.68	\$17.30	\$18.08	\$18.68	\$19.42	\$20.14	\$20.89	\$21.66
5	\$16.48	\$17.14	\$17.79	\$18.52	\$19.24	\$19.87	\$20.61	\$21.37	\$22.16
6	\$16.71	\$17.32	\$17.98	\$18.66	\$19.34	\$20.07	\$20.84	\$21.61	\$22.41
7	\$17.41	\$18.02	\$18.66	\$19.32	\$20.00	\$20.71	\$21.44	\$22.20	\$22.99
8	\$18.14	\$18.78	\$19.44	\$20.13	\$20.84	\$21.58	\$22.34	\$23.13	\$23.96
9	\$18.90	\$19.57	\$20.26	\$20.98	\$21.72	\$22.49	\$23.28	\$24.10	\$24.97
10	\$19.69	\$20.39	\$21.11	\$21.86	\$22.63	\$23.43	\$24.26	\$25.12	\$26.02
11	\$20.52	\$21.29	\$22.08	\$22.93	\$23.78	\$24.67	\$25.60	\$26.56	\$27.12
12	\$21.38	\$22.17	\$23.01	\$23.88	\$24.78	\$25.71	\$26.69	\$27.69	\$28.26

#### Monthly Matrix - for reference purposes only

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$2,317	\$2,399	\$2,498	\$2,591	\$2,694	\$2,803	\$2,910	\$3,025	\$3,089
2	\$2,432	\$2,527	\$2,626	\$2,728	\$2,836	\$2,940	\$3,056	\$3,168	\$3,234
3	\$2,541	\$2,638	\$2,742	\$2,846	\$2,967	\$3,077	\$3,191	\$3,309	\$3,378
4	\$2,782	\$2,891	\$2,999	\$3,134	\$3,238	\$3,366	\$3,491	\$3,621	\$3,754
5	\$2,856	\$2,971	\$3,084	\$3,210	\$3,335	\$3,444	\$3,572	\$3,704	\$3,841
6	\$2,896	\$3,002	\$3,116	\$3,234	\$3,352	\$3,479	\$3,612	\$3,746	\$3,884
7	\$3,018	\$3,123	\$3,234	\$3,349	\$3,467	\$3,590	\$3,716	\$3,848	\$3,985
8	\$3,144	\$3,255	\$3,370	\$3,489	\$3,612	\$3,740	\$3,872	\$4,009	\$4,153
9	\$3,276	\$3,392	\$3,512	\$3,636	\$3,765	\$3,898	\$4,035	\$4,177	\$4,328
10	\$3,413	\$3,534	\$3,659	\$3,789	\$3,922	\$4,061	\$4,205	\$4,354	\$4,510
11	\$3,557	\$3,690	\$3,827	\$3,974	\$4,122	\$4,276	\$4,437	\$4,604	\$4,701
12	\$3,706	\$3,843	\$3,988	\$4,139	\$4,295	\$4,456	\$4,626	\$4,800	\$4,898

## Addendum B

### 2008 Sheriff's Support Staff Matrices – effective January 1, 2008

#### Hourly Matrix

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$13.77	\$14.26	\$14.84	\$15.40	\$16.01	\$16.66	\$17.29	\$17.97	\$18.35
2	\$14.45	\$15.02	\$15.60	\$16.21	\$16.85	\$17.47	\$18.16	\$18.83	\$19.22
3	\$15.10	\$15.68	\$16.29	\$16.91	\$17.63	\$18.28	\$18.96	\$19.66	\$20.07
4	\$16.53	\$17.18	\$17.82	\$18.62	\$19.24	\$20.00	\$20.74	\$21.52	\$22.31
5	\$16.97	\$17.65	\$18.32	\$19.08	\$19.82	\$20.47	\$21.23	\$22.01	\$22.82
6	\$17.21	\$17.84	\$18.52	\$19.22	\$19.92	\$20.67	\$21.47	\$22.26	\$23.08
7	\$17.93	\$18.56	\$19.22	\$19.90	\$20.60	\$21.33	\$22.08	\$22.87	\$23.68
8	\$18.68	\$19.34	\$20.02	\$20.73	\$21.47	\$22.23	\$23.01	\$23.82	\$24.68
9	\$19.47	\$20.16	\$20.87	\$21.61	\$22.37	\$23.16	\$23.98	\$24.82	\$25.72
10	\$20.28	\$21.00	\$21.74	\$22.52	\$23.31	\$24.13	\$24.99	\$25.87	\$26.80
11	\$21.14	\$21.93	\$22.74	\$23.62	\$24.49	\$25.41	\$26.37	\$27.36	\$27.93
12	\$22.02	\$22.84	\$23.70	\$24.60	\$25.52	\$26.48	\$27.49	\$28.52	\$29.11

#### Monthly Matrix - for reference purposes only

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$2,387	\$2,472	\$2,572	\$2,669	\$2,775	\$2,888	\$2,997	\$3,115	\$3,181
2	\$2,505	\$2,603	\$2,704	\$2,810	\$2,921	\$3,028	\$3,148	\$3,264	\$3,331
3	\$2,617	\$2,718	\$2,824	\$2,931	\$3,056	\$3,168	\$3,286	\$3,408	\$3,479
4	\$2,865	\$2,978	\$3,089	\$3,227	\$3,335	\$3,467	\$3,595	\$3,730	\$3,867
5	\$2,941	\$3,059	\$3,175	\$3,307	\$3,435	\$3,548	\$3,680	\$3,815	\$3,955
6	\$2,983	\$3,092	\$3,210	\$3,331	\$3,453	\$3,583	\$3,721	\$3,858	\$4,000
7	\$3,108	\$3,217	\$3,331	\$3,449	\$3,571	\$3,697	\$3,827	\$3,964	\$4,104
8	\$3,238	\$3,352	\$3,470	\$3,593	\$3,721	\$3,853	\$3,988	\$4,129	\$4,278
9	\$3,375	\$3,494	\$3,617	\$3,746	\$3,877	\$4,014	\$4,156	\$4,302	\$4,458
10	\$3,515	\$3,640	\$3,768	\$3,903	\$4,040	\$4,182	\$4,332	\$4,484	\$4,645
11	\$3,664	\$3,801	\$3,942	\$4,094	\$4,245	\$4,404	\$4,571	\$4,742	\$4,841
12	\$3,817	\$3,959	\$4,108	\$4,264	\$4,423	\$4,590	\$4,765	\$4,943	\$5,046

## Addendum B

### 2009 Sheriff's Support Staff Matrices – effective January 1, 2009

#### Hourly Matrix

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$14.18	\$14.69	\$15.29	\$15.86	\$16.49	\$17.16	\$17.81	\$18.51	\$18.90
2	\$14.88	\$15.47	\$16.07	\$16.70	\$17.36	\$17.99	\$18.70	\$19.39	\$19.80
3	\$15.55	\$16.15	\$16.78	\$17.42	\$18.16	\$18.83	\$19.53	\$20.25	\$20.67
4	\$17.03	\$17.70	\$18.35	\$19.18	\$19.82	\$20.60	\$21.36	\$22.17	\$22.98
5	\$17.48	\$18.18	\$18.87	\$19.65	\$20.41	\$21.08	\$21.87	\$22.67	\$23.50
6	\$17.73	\$18.38	\$19.08	\$19.80	\$20.52	\$21.29	\$22.11	\$22.93	\$23.77
7	\$18.47	\$19.12	\$19.80	\$20.50	\$21.22	\$21.97	\$22.74	\$23.56	\$24.39
8	\$19.24	\$19.92	\$20.62	\$21.35	\$22.11	\$22.90	\$23.70	\$24.53	\$25.42
9	\$20.05	\$20.76	\$21.50	\$22.26	\$23.04	\$23.85	\$24.70	\$25.56	\$26.49
10	\$20.89	\$21.63	\$22.39	\$23.20	\$24.01	\$24.85	\$25.74	\$26.65	\$27.60
11	\$21.77	\$22.59	\$23.42	\$24.33	\$25.22	\$26.17	\$27.16	\$28.18	\$28.77
12	\$22.68	\$23.53	\$24.41	\$25.34	\$26.29	\$27.27	\$28.31	\$29.38	\$29.98

#### Monthly Matrix - for reference purposes only

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$2,458	\$2,546	\$2,650	\$2,749	\$2,858	\$2,974	\$3,087	\$3,208	\$3,276
2	\$2,579	\$2,681	\$2,785	\$2,895	\$3,009	\$3,118	\$3,241	\$3,361	\$3,432
3	\$2,695	\$2,799	\$2,908	\$3,019	\$3,148	\$3,264	\$3,385	\$3,510	\$3,583
4	\$2,952	\$3,068	\$3,181	\$3,324	\$3,435	\$3,571	\$3,702	\$3,843	\$3,983
5	\$3,030	\$3,151	\$3,271	\$3,406	\$3,538	\$3,654	\$3,791	\$3,929	\$4,073
6	\$3,073	\$3,186	\$3,307	\$3,432	\$3,557	\$3,690	\$3,832	\$3,974	\$4,120
7	\$3,201	\$3,314	\$3,432	\$3,553	\$3,678	\$3,808	\$3,942	\$4,084	\$4,228
8	\$3,335	\$3,453	\$3,574	\$3,701	\$3,832	\$3,969	\$4,108	\$4,252	\$4,406
9	\$3,475	\$3,598	\$3,727	\$3,858	\$3,994	\$4,134	\$4,281	\$4,430	\$4,592
10	\$3,621	\$3,749	\$3,881	\$4,021	\$4,162	\$4,307	\$4,462	\$4,619	\$4,784
11	\$3,773	\$3,916	\$4,059	\$4,217	\$4,371	\$4,536	\$4,708	\$4,884	\$4,987
12	\$3,931	\$4,078	\$4,231	\$4,392	\$4,557	\$4,727	\$4,907	\$5,092	\$5,196

**LETTER OF UNDERSTANDING #1  
BY AND BETWEEN  
WHATCOM COUNTY, WASHINGTON  
AND  
TEAMSTERS UNION LOCAL 231**

This letter of understanding is in consideration of that certain collective bargaining agreement between the Teamsters Union, Local 231, and Whatcom County, known as the Sheriff's Support Staff collective bargaining agreement, valid January 1, 2007, through December 31, 2009.

**1. Drug-Free Work Place Policy.** Upon request by the Employer, during the term of this Agreement, the Union shall meet and enter into negotiations on an alcohol and drug-free work place policy, including drug testing.

**2. Grooming.** Mustaches shall be allowed as long as they conform to grooming standards.

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

**4. Retroactivity.** The parties agree that in lieu of retroactivity, each employee (except Work Crew Coordinators) employed on the date this agreement is ratified by the County Council shall be paid 3% of year-to-date gross earnings for all hours compensated in 2007 prior to implementation of 2007 Matrix rates contained in this collective bargaining agreement. Should this calculation not equal Union computed manual calculation of all earnings, the Union can discuss how to handle adjustment with Human Resources

**5. Reclass.** Effective upon implementation of 2007 Matrix rates, Work Crew Coordinators (Robin Vogler, Chris Tarkon, David Charleston, Gary Debeeld, Allen Mason & Vicky Abel) will be reclassified from range 5 to range 6. The parties agree that in lieu of retroactivity, each Work Crew Coordinator employed on the date this agreement is ratified by the County Council shall be paid 8% (3% across-the-board + 5% reclass) of year-to-date gross earnings for all hours compensated in 2007 prior to implementation of 2007 Matrix rates contained in this collective bargaining agreement. Should this calculation not equal Union computed manual calculation of all earnings, the Union can discuss how to handle adjustment with Human Resources.

- 6. Range Adjustments.** An adjustment will be made to the following ranges:
- **Range 4** – adjust step 7 to 3.7% above step 6; adjust step 8 to 3.7% above new step 7; and adjust step 9 to 3.7% above new step 8.
  - **Range 5** – adjust step 7 to 3.7% above step 6; adjust step 8 to 3.7% above new step 7; and adjust step 9 to 3.7% above new step 8.
  - **Range 7** – renumber to range 11
  - **Range 8** – renumber to range 12

NAME	SIGNATURE	DATE
Chuck Eggert, Teamsters Local 231		
Pete Kremen, County Executive		

Approved as to Form:

\_\_\_\_\_

Daniel L. Gibson, Assistant Chief Civil Deputy Prosecuting Attorney

\_\_\_\_\_

Date

**LETTER OF UNDERSTANDING #2 – TEMPORARY WITH BENEFITS  
BY AND BETWEEN  
WHATCOM COUNTY, WASHINGTON  
AND  
TEAMSTERS UNION LOCAL 231**

This Letter of Understanding is by and between Whatcom County, hereafter called “the County,” and Teamsters Local 231, hereafter called “the Union,” regarding the Sheriff’s Support Staff Collective Bargaining Agreement, valid January 1, 2007 through December 31, 2009.

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill a temporary position with benefits under the Sheriff’s Support Staff Collective Bargaining Agreement (SSSCBA).

**1) Temporaries with Benefits**

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

**2) Union Membership and Benefits Eligibility**

Temporaries with benefits will join the Union in accordance with section 1.02 of the SSSCBA,

Upon completion of eligibility requirements, temporaries with benefits will become eligible for health & welfare benefits in accordance with Article 6 of the SSSCBA and Washington Teamsters Welfare Trust (WTWT) rules. Life insurance will be available to the employee only.

Temporaries with benefits will be eligible for paid leave in accordance with:

- Article 4 – Holiday
- Article 5 – Vacation
- Article 7 – Sick Leave

**3) Pay & Other Conditions of Employment**

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

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

- Regular employment status
- Special pay, such as daily overtime, out-of-class, call-back, etc.
- Step increases
- Clothing allowance
- Seniority
- Paid and Unpaid Leaves of Absence (other than those described above)
- Longevity
- Internal investigation notice
- Grievance procedures and arbitration
- Bidding for positions posted within the bargaining unit, except as allowed under Whatcom County Civil Service Commission Regulations & Rules and RCW Title 41.

If a regular employee selects a temporary with benefits assignment and funding is not continued, the employee will be put in layoff status.

**4) Posting**

Positions filled under this Letter of Understanding will be posted internally as temporarily funded positions. Such positions may be concurrently posted and advertised externally.

**5) Regular Positions**

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

**6) Non-Precedent Setting**

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

**7) Termination**

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

**8) Cancellation**

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

Name	Signature	Date
Chuck Eggert, Teamsters Local 231		
Pete Kremen, County Executive		

Approved as to Form:

\_\_\_\_\_  
 Daniel L. Gibson, Assistant Chief Civil Deputy Prosecuting Attorney

\_\_\_\_\_  
 Date