

**WHATCOM COUNTY  
CONTRACT NO.**

200806013

# **HEALTH CLERICAL BARGAINING AGREEMENT**

By and Between

WHATCOM COUNTY

**AND**

GENERAL TEAMSTERS UNION LOCAL NO. 231

**June 17, 2008 - December 31, 2012**

# TABLE OF CONTENTS

	Page
<b>PREAMBLE</b> .....	7
 <b>ARTICLE 1 - RECOGNITION</b>	
• Recognition .....	7
• Temporaries.....	7
• Unilateral Changes.....	7
• Bargaining Unit Work .....	7
 <b>ARTICLE 2 – UNION SECURITY</b>	
• Members in Good Standing.....	7
• Nonassociation.....	8
• Union Dues.....	8
• Union Dues Deduction Indemnification .....	8
 <b>ARTICLE 3 - MANAGEMENT RIGHTS</b> .....	 8
 <b>ARTICLE 4 - HOURS OF WORK AND OVERTIME</b>	
• Work Schedule .....	8
• Modifications .....	8
• Overtime .....	9
• Assigned Meetings.....	9
• Pyramiding of Overtime .....	9
• Alternative Scheduling.....	9
• Flex Time .....	9
• Emergency Call Backs .....	9
• Absence Due to Adverse Weather.....	9
• Tardiness Due to Adverse Weather.....	10
• Compensatory Time .....	10
• Work Breaks.....	10
• Rest Break .....	10
• Lunch Break.....	10
 <b>ARTICLE 5 - HOLIDAYS</b>	
• Eligibility Criteria .....	11
• Employees Working Less Than 1.0 FTE .....	11
• Holiday Schedule.....	11
• Holiday Timing .....	11
• Holiday Pay .....	11
• Working on a Holiday.....	11
• Less Than 1.0 FTE's Working Extra Hours.....	11
• Personal Holiday .....	12
• Personal Holiday for New Hires .....	12

• Employees Working Less Than 1.0 FTE .....	12
<b>ARTICLE 6 - VACATIONS</b>	
• Eligibility Criteria .....	12
• New Employees .....	12
• Accrual .....	12
• Employees Working Less Than 1.0 FTE .....	13
• Maximum Accrual.....	13
• Scheduling.....	13
• Vacation Requests.....	13
• Vacation Pay .....	13
• Less Than 1.0 FTE's Working Extra Hours.....	13
• Separation/Termination Cashout.....	13
<b>ARTICLE 7 - SICK LEAVE</b>	
• Eligibility Criteria .....	13
• Accrual Rate .....	14
• Employees Working Less Than 1.0 FTE .....	14
• Accrual During Paid Leaves.....	14
• Maximum Accrual.....	14
• Sick Leave Usage.....	14
• Personal Use.....	14
• Use to Care for Others.....	14
• Registering Spousal Equivalent.....	14
• Notification to Supervisor .....	14
• Sick Leave Sharing .....	15
• Return From Leave of Absence .....	15
• On-the-Job Injury .....	15
• Excess Sick Leave Compensation.....	15
• Separation Cashout.....	15
<b>ARTICLE 8 - LEAVES</b>	
• Bereavement Leave .....	15
• Schedule Impact .....	16
• Family Leave .....	16
• Physician Certifications .....	16
• Jury Duty & Civil Leave.....	16
• Military Leave .....	16
• Return from Leave.....	16
• Failure to Return to Work.....	16
<b>ARTICLES 9 &amp; 10 – RESERVED ARTICLES.....</b>	<b>16</b>
<b>ARTICLE 11 - COMPENSATION &amp; RATES OF PAY</b>	
• Salary Schedules.....	17
• Probation .....	17
• Step Increases .....	17

• Longevity Pay .....	17
• Out-of-Class Work.....	17
• Training .....	17
• Lower Position Work .....	17
• Pay Range Placement.....	17
• Position Pay Range .....	17
<b>ARTICLE 12 - NO STRIKE - NO LOCKOUT .....</b>	<b>18</b>
<b>ARTICLE 13 – RESERVED ARTICLE .....</b>	<b>18</b>
<b>ARTICLE 14 – HIRING, PROMOTIONS &amp; TRANSFERS</b>	
• Job Assignments .....	18
• Lateral Assignments .....	18
• Job Postings .....	18
• Order of Applicants .....	18
• Filling Vacancies.....	19
• Promotions .....	19
• Promotion Adjustment.....	19
• Provisional Appointment .....	19
• Reclassification .....	19
• Position Realignment.....	19
• Transfer .....	19
<b>ARTICLE 15 - EMPLOYMENT PRACTICES</b>	
• Non-Discrimination .....	19
• Discipline/Discharge/Suspension .....	20
• Union Representative .....	20
• Union Negotiating Committee.....	20
• Bulletin Board .....	20
• Meeting Space .....	20
• Union Supplies Copies of Agreement.....	20
• Mileage Reimbursement.....	20
• Personnel Files.....	20
• Union Representation.....	20
• Performance Measures .....	20
• Training .....	21
• Electronic Funds Transfer .....	21
• Changes.....	21
• Emergency Cessation .....	21
• Inability Waiver.....	21
<b>ARTICLE 16 - LAYOFF &amp; RECALL</b>	
• Seniority .....	21
• Layoff Notice .....	21
• Loss of Seniority .....	21
• Layoff Rights .....	21

• Recall Notice .....	22
• Recall Rights .....	22
<b>ARTICLE 17 - CONFERENCE COMMITTEE .....</b>	<b>22</b>
<b>ARTICLE 18 - RETIREMENT .....</b>	<b>22</b>
<b>ARTICLE 19 - GRIEVANCE PROCEDURE</b>	
• Grievance Procedure.....	22
• Shop Stewards.....	22
• Dispute Procedure .....	22
• Arbitration .....	23
• Time Limits.....	23
• Procedure.....	23
<b>ARTICLE 20 - SUBORDINATION OF AGREEMENT .....</b>	<b>23</b>
<b>ARTICLE 21 - SAVINGS CLAUSE .....</b>	<b>23</b>
<b>ARTICLE 22 - CONTRACTING OUT .....</b>	<b>24</b>
<b>ARTICLE 23 - GROUP INSURANCE</b>	
• Health and Welfare .....	24
• Life Insurance .....	24
• Long-Term Disability .....	24
• Disputes .....	24
• Successor Plans .....	24
• Premium Payments .....	24
• Medical.....	24
• Medical Schedule of Benefits .....	24
• Dental, Vision, LTD and Life Insurance.....	25
• Eligibility .....	25
• Flex 125 .....	25
• Medical Advisory Committee .....	25
• Retirement Health Savings Plan.....	25
<b>ARTICLE 24 - INDEMNIFICATION &amp; HOLD HARMLESS AGREEMENT .....</b>	<b>25</b>
<b>ARTICLE 25 - DURATION .....</b>	<b>26</b>
<b>ADDENDUM A – Position Title Index .....</b>	<b>27</b>
<b>ADDENDUM B – Salary Matrices .....</b>	<b>28</b>
<b>LETTER OF UNDERSTANDING #1</b>	
• Alcohol & Drug Free Workplace Policy.....	29
• Increase of Part-Time Positions .....	29

- Position Status .....29
- Retroactivity.....29
- 37.5 to 40-Hour Conversion .....29
- Alternative Schedules.....29

**ADDENDUM C – Alternative Schedule Agreement .....30**

**ADDENDUM D – LETTER OF UNDERSTAND #2 - JOB SHARE AGREEMENT.....31**

**AGREEMENT  
BY AND BETWEEN  
WHATCOM COUNTY  
AND  
GENERAL TEAMSTERS LOCAL UNION NO. 231**

**PREAMBLE**

This Agreement is by and between Whatcom County, hereinafter referred to as the "County," and General Teamsters Local Union No. 231, hereinafter referred to as the "Union." The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality community public health services, efficiently and economically, by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer, employee relations.

**ARTICLE 1 - RECOGNITION**

**1.1. Recognition.** The County recognizes the Union as the sole collective bargaining agent representing all full-time and part-time employees working in the Health Department in those positions set forth in Addendum A as they currently exist or as they may be amended, as mutually agreed, during the life of this Agreement. Excluded are all other employees.

**1.1.a. Temporaries.** Excluded from the bargaining unit are temporary employees hired for less than 1040 hours in a year. 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.

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

**ARTICLE 2 - UNION SECURITY**

**2.1. 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 date this Agreement is executed shall remain members in good standing and those who are not members on the date this Agreement is executed shall, on or after the thirtieth (30) day following the date this Agreement is executed 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 and hired on or after its execution date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. Tender of the Union's periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining such membership shall, for the purposes of this Article, be considered membership in the Union.

**2.2. Nonassociation.** In order to provide bargaining unit employees the right of nonassociation with the Union because of the employee's belief in bona fide religious tenets or teachings of a church or religious body of which such employee is a member, which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union, but in the alternative, shall be required to pay a monthly amount equal to the Union membership fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing.

**2.3. Union Dues.** The County agrees to deduct Union dues from each employee's wages if the employee so desires. The County shall submit the dues to the address and name provided by the Union.

**2.4. Union Dues Deduction Indemnification.** The Union and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deductions.

### **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 normal work schedule shall be set by the County as provided herein. The basic workweek shall be forty (40) hours, Monday through Friday. The basic work day will be eight (8) hours. Special programs or unusual circumstances may necessitate work on other days; in such instances, the workweek shall be five days out of a seven (7) day period, provided that the County shall notify employees at least one (1) week prior to changing their workweek schedule. Nothing in this section shall prevent the County from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency.

**4.1.a. Modifications.** Any change to employees' existing work schedule(s) (8 hours per day, Monday through Friday) except as noted in Article 4 shall be mutually agreed upon between the Union 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.

**4.2. Overtime.** All work performed in excess of the basic workday or workweek, except work performed in accordance with alternative scheduling, shall be compensated at time and one-half the regular straight-time hourly rate of pay. Payment for such hours worked shall be in cash or in equivalent compensatory time, in accordance with Article 4.7 below. All overtime must be approved in advance by the employee's supervisor.

**4.2.a. Assigned Meetings.** Employees assigned by management to attend meetings on behalf of the County outside the employee's regular schedule shall be given an opportunity to flex their time or shall be paid at the appropriate overtime rate. Employees may request such overtime be considered compensatory time in accordance with Article 4.7.

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

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

**4.5. Emergency Call Backs.** Emergency call backs will be compensated at a minimum of two (2) hours to be compensated at time and one-half. Employees recalled from vacation shall be guaranteed four (4) hours at the rate of time and one-half, or double time if on a Sunday or Holiday, and return of the vacation day.

**4.6. 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 in the following order:

- A. Any accrued 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 office is notified before the payroll cut-off date.

**4.6.a. Tardiness Due to Adverse Weather.** Tardiness due to inability to report to work because of severe inclement weather, conditions caused by severe inclement weather, or other unusual emergency will be allowed up to one (1) hour at the beginning of the work day. Tardiness in excess of one (1) hour, shall be charged as provided above.

**4.7. Compensatory Time.** Compensatory time may be substituted for payment at the appropriate overtime rate for each hour of overtime worked, by mutual agreement between the employee and the County, under the following conditions:

- A. 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. Compensatory time is accrued at the appropriate overtime rate for each hour of overtime worked.
- B. Employees requesting compensatory time in lieu of assigned overtime pay shall have such request granted up to a maximum of twenty-four (24) hours per calendar year.
- C. Additional compensatory time may be mutually agreed to, but an employee may accrue no more than a maximum of 80 hours of compensatory time at any time. 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.
- D. 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 hourly rate.

**4.8. Work Breaks.** Employees not "required to work by their supervisor without a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Rest and lunch breaks may be intermittent. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or work week.

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

**4.8.b. Lunch Break.** An unpaid lunch break of not less than thirty (30) minutes nor more than sixty (60) minutes shall be allowed and shall begin no earlier than two (2) hours

and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law.

## ARTICLE 5 – HOLIDAYS

**5.1. Eligibility Criteria.** All full time and part-time employees regularly scheduled to work at least eighty (80) hours per month shall be entitled to the paid holidays listed in section 5.2. Full-time employees are eligible for eight (8) hours of holiday pay. To be eligible for holiday pay, an employee must have been on the County's payroll in paid status, or on an approved voluntary unpaid furlough the entire 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.a. Employees Working Less Than 1.0 FTE.** Employees working less than a full-time schedule shall receive holiday pay based on 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 Birthday	Thanksgiving Day
President's Day	The Day after Thanksgiving Day
Memorial Day	The Day before Christmas
Independence Day	Christmas Day
Labor Day	Personal Holiday

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

**5.3.b. Less Than 1.0 FTE's Working Extra Hours.** An employee working less than a full-time schedule who works more hours than budgeted that month will, on a quarterly basis, receive extra holiday pay based on the extra hours worked. Effective with implementation of this Agreement, employees assigned to work less than a 1.0 full-time equivalency (FTE) shall accrue holiday benefits based on their currently assigned, but no more than their budgeted FTE. If an employee works more than their budgeted FTE in a month, they will receive an adjustment to their compensatory time balance. Adjustments to compensatory time will be exactly equal in hours to the employee's percent FTE worked times eight (8) hours less actual holiday earned. Adjustments to compensatory time are hour for hour at regular rate of pay. Adjustments to compensatory time will not be pursuant to section 4.7, and therefore will not be calculated at one and one-half times the regular rate of pay. Adjustments to compensatory time balances will be made quarterly.

**5.4. Personal Holiday.** Each employee shall receive one (1) Personal Holiday in the amount of eight (8) hours on January 1 each year which may be taken by the employee when the schedule is approved by the employee's supervisor. The personal holiday must be taken during the year and cannot be cashed out upon separation.

**5.4.a. Personal Holiday for New Hires.** No new employee shall be eligible to receive the Personal Holiday until after completion of three (3) calendar months of eighty (80) compensated hours of employment.

**5.4.b. 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.

## ARTICLE 6 – VACATIONS

**6.1. Eligibility Criteria.** 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. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for 80 hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve months from the date of the injury shall be credited as compensation.

**6.1.a. New Employees.** New employees may use accrued vacation following completion of six months of service in a budgeted FTE position.

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

<b>During the Following Years of Service</b>	<b>Hours of Vacation</b>
0-1 years	6.67 hours
2 years	7.34 hours
3 years	8 .00 hours
4 years	10.00 hours
5-7 years	11.34 hours
8-9 years	12.00 hours
10 years	13.34 hours
11 years	14.00 hours
12 years	14.67 hours
13 years	15.34 hours
14 years	16.00 hours
15 years	16.67 hours

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

**6.2.b. Maximum Accrual.** Employees may accrue and carry forward a maximum of 240 hours vacation on December 31 of any year. Unused vacation in excess of 240 hours on December 31 at the end of the day shall be forfeited.

**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.a. 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 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 he or she takes a vacation.

**6.4.a. Less Than 1.0 FTE's Working Extra Hours.** Employees will, on a quarterly basis, receive extra vacation pay if they work beyond their budgeted hours in a month. Effective with implementation of this Agreement, employees assigned to work less than a 1.0 full-time equivalency (FTE) shall accrue vacation benefits based on their currently assigned, but no more than their budgeted FTE. The following references to adjustments to compensatory time will not be made relative to section 4.7, the requirement of one and one-half times the regular rate of pay, but rather the following: If an employee works more than their assigned FTE in a month, they will receive an adjustment to their compensatory time balance. Adjustments to compensatory time will be exactly equal in hours to the difference between an employee's vacation accrual rate times percent FTE worked and actual vacation earned based on assigned FTE. Adjustments to compensatory time balances will be made quarterly.

**6.5. Separation/Termination Cashout.** An employee who voluntarily separates or is terminated for cause shall be compensated for any vacation earned but not already taken. Employees whose employment is terminated before the end of their initial six months of service shall not receive accrued vacation pay.

## **ARTICLE 7 - SICK LEAVE**

**7.1. Eligibility Criteria.** To be eligible to accrue sick leave as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for 80 hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve months from the date of the injury shall be credited as compensation. Effective the first of the month following ratification, accruals will begin the first of the month following eighty (80) hours compensated in one (1) calendar month.

**7.2. Accrual Rate.** Cumulative sick leave shall accrue to all full-time and part-time employees based on their currently assigned, but no more than their budgeted full-time equivalency (FTE) in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty hours.

**7.2.a. Employees Working Less Than 1.0 FTE.** Employees working less than an assigned eight (8) hour schedule shall accrue sick leave benefits based on their currently assigned, but no more than their budgeted full-time equivalency (FTE), without regard to the number of hours actually worked in the pay period, not to exceed eight (8) hours per month.

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

**7.2.c. Maximum Accrual.** An employee who has accrued nine hundred and sixty (960) hours of sick leave on December 31 of any year, shall be allowed to accrue up to one thousand and fifty-six (1,056) hours of sick leave during the year immediately subsequent. The additional hours of accrual may not be cashed out and the employee's sick leave bank reverts back to a maximum of nine hundred and sixty (960) hours at the end of the year.

**7.3. Sick Leave Usage.** Conditions under which an employee is to be paid sick leave are limited to the provisions of this Agreement. Use of sick leave for other than the purposes outlined in this Agreement may result in disciplinary action.

**7.3.a. Personal Use.** While the employee personally is disabled because of his or her illness, pregnancy, or injury, or while receiving preventive health care. When an employee whose exposure to contagious disease would jeopardize the health of fellow workers or the public should he or she attend work as scheduled. The County reserves the right to require a doctor's statement or other verification that the employee was ill while on sick leave.

**7.3.b. Use to Care for Others.** An employee may use sick leave to care for the child of the employee, or a dependent child as defined by law, with a health condition that requires treatment or supervision, or for the care of an employee's spouse, registered spousal equivalent (40 hours maximum), parent, parent-in-law or grandparent with a serious health condition or an emergency condition. 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. Family members are as defined by RCW 49.12.

**7.3.b.1. Registering Spousal Equivalents.** Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize accrued sick leave.

**7.3.c. Notification to Supervisor.** It is the employee's responsibility to notify their supervisor of their inability to work because of illness or injury prior to the beginning of the work day. In the event no sick leave notification is made within one (1) hour after the beginning of the work day, the department head shall consider and handle the employee's absence as an absence without pay, unless the employee later satisfactorily substantiates 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.

**7.3.d Sick Leave Sharing.** The County agrees to allow yearly donations of 24 hours under the County's Sick Leave Sharing Program.

**7.3.e. Return 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. Any employee off due to illness or injury who returns to work will be credited for length of return time within the twelve (12) month limit if the employee must go back on disability for the same illness/injury.

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

**7.3.g Excess Sick Leave Compensation.** Employees with at least 960 hours in their sick leave bank at the beginning and end of a calendar year (or at the beginning of a calendar year and upon termination in that same year) are eligible to receive a Retirement Health Savings (RHS) contribution, based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours may be eligible for partial contribution to a Retirement Health Savings Plan if less than forty-eight (48) hours of sick leave are used that year. Calculation is based on 25% of eligible hours paid at the hourly rate at year end.

**7.4. Separation Cashout.** An employee with three (3) or more years of current service shall be entitled to cash upon termination in the amount of twenty-five percent (25%) (any employee hired before May 15, 1984, shall receive 50%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two (2) weeks' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.

## ARTICLE 8 - LEAVES

**8.1. Bereavement Leave.** If an employee suffers a death of a spouse, child or parent of either the employee or the employee's spouse (including step), the employee shall be allowed not more than five (5) days off without loss in pay (not to exceed a maximum of 40 hours) or three (3) days off without loss in pay for the death of other immediate family members. Other immediate family is defined to be: registered spousal equivalent, brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse (including step). Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial, if not covered as other immediate family.

**8.1.a. Schedule Impact.** 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 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 his or her department head for approval by the County.

**8.2. Family Leave.** 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 (FMLA). 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 FMLA (paid or unpaid) will, for the following four years use all but 40 accrued hours (including compensatory time) of allowable accrued vacation, sick, and personal holiday time before beginning unpaid leave during any subsequent twelve-month FMLA period.

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

**8.3. Jury Duty & Civil Leave.** Jury and 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 on behalf of Whatcom County or 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.

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

**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 a similar position, and there shall be no reduction in seniority, status, or pay. Seniority shall not be credited for leaves of absence without pay. An employee during a leave of absence may continue medical, dental or life insurance benefits provided such employee makes satisfactory arrangements for payment of such premiums.

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

## **ARTICLES 9 – 10 – RESERVED ARTICLES**

## ARTICLE 11 - COMPENSATION AND RATES OF PAY

**11.1. Salary Schedules.** All bargaining unit employees shall be classified and paid pursuant to Addendum A, the Position Title Index, and Addendum B, the Monthly and Hourly Salary Schedules, which are made a part of this Agreement by reference.

**11.2. Probation.** Employees shall be on probation during their first six (6) months of employment. Any unpaid absence will extend the probationary period by the total number of days absent. Probationary periods can be extended up to six (6) months with the mutual agreement of the Union and the Executive or designee provided the Union is notified at least ten (10) calendar days prior to the end of the probationary period.

**11.3. Step Increases.** Step increases are awarded per Addendum B, on the first of the month of their anniversary date based on achieving an overall "meets job requirements" performance evaluation.

**11.4. Longevity Pay.** Starting with the employee's seventh (7th) year of employment, the employee shall receive longevity pay - \$5.00 per month, thirty-five dollars (\$35.00) for each year of service in addition to his/her regular pay. Thereafter on each anniversary of each year he/she shall receive five dollars (\$5.00) per month for each year of service to a maximum of twenty-five (25) years, one-hundred twenty-five dollars (\$125.00) per month. With the exception of those part-time employees who were receiving longevity pay on January 1, 1991, only full-time employees shall receive longevity pay. Payment of longevity pay shall commence on the first day of the month following the employee's anniversary date. Effective the first full pay period in 2009, longevity will be eliminated as a separate compensation item and will be added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

**11.5. Out-of-Class Work.** When an employee is temporarily assigned to work in a higher position for fill-in purposes, such employee shall be paid at the higher rate of pay for a minimum of four hours with actual additional time paid as worked in the higher-paid classification. Out-of-class pay will be \$.25 cents per hour when working in range 21 and \$1.00 per hour when working in range 24.

**11.5.a. Training.** Section 11.5 shall not apply to employees being trained in a higher position. During such training, employees shall not be paid above their regular rate of pay.

**11.6. Lower Position Work.** An employee may be temporarily assigned the duties of a lower position without suffering a reduction in pay.

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

**11.8. Position Pay Ranges.** The pay ranges established for the positions listed in Addendum A shall only be revised as provided for in this agreement. Disputes regarding proper pay range placement shall be subject to negotiations.

## 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. In the case of a public health emergency, the Union will exert its best effort to ensure that deliveries are promptly made in situations where a bargaining unit member is asked to cross a picket line in the performance of his or her duties.

## ARTICLE 13 – RESERVED ARTICLE

## ARTICLE 14– HIRING, PROMOTIONS AND TRANSFERS

**14.1. Job Assignments.** Employees shall be given work assignments or re-assignments by their supervisor within the respective Addendum “A” position, including out-of-class pay when applicable, consistent with the application of the Agreement. When necessitated by business needs, the County shall, in making work assignments or reassignments, consider employee seniority, qualifications, abilities and preference.

**14.2. Lateral Assignments.** The County will reasonably endeavor to advise staff of newly created assignments. In filling vacant assignments, the County will reasonably endeavor to consider recent (within the preceding twelve (12) months) employee written requests, submitted to the Assistant Director and Shop Steward, to work in a specific area of assignment within their assigned Addendum A position (i.e. a lateral move). Upon reasonable request, shop stewards may review all submitted requests. The County agrees that in making work assignments or re-assignments necessitated by business needs, the County shall consider employee seniority, qualifications, abilities and preference.

**14.3. Job Postings.** The County shall post vacancies it intends to fill by application rather than lateral assignments and shall post notice of said vacancy for six (6) working days. Job postings shall include job title, range, the date and time for closing, the place to file application materials, and the supervisor's title. Job descriptions for posted positions will be available on line.

**14.3.a. Order of Applicants.** Applicants for open positions will be considered in the following order before outside candidates are considered:

- (1) qualified employees within the bargaining unit who have completed at least one (1) year of work and achieved at least “meets job requirements” on all performance elements, provided that employees during their first year may be considered for a position by the county when no qualified non-probationary employee is selected; and
- (2) employees in the bargaining unit who are on layoff and have recall rights at the time the position is posted.

**14.4. 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.

**14.5. Promotions.** Promotions will be based on meeting of qualifications, job knowledge, past performance and seniority. Where qualifications, job knowledge and past performance of applicants are relatively equal, seniority will apply.

If during the one (1) month following appointment, the employee elects to, they shall be returned to his or her original assigned position retaining all seniority rights. If, during a reasonable probation period of up to four (4) calendar months, the employee fails to perform in the new position in a manner satisfactory to the department, the employee will return to the Addendum A position Title held preceding the promotion, retaining all seniority rights. The County does not guarantee return to the same assignments or exact duties previously performed.

**14.5.a. Promotion Adjustment.** 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.

**14.5.b. Provisional Appointment.** The County may make provisional appointments for employees not fully meeting all requirements and qualifications.

**14.6. Reclassification.** In the event of a reclassification upward (addition of significantly higher-level duties), an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The reclassification date shall become the future date for step increases.

**14.7. Position Realignment.** The Union may petition the County for realignment of a position. In the event the County should determine a position requires realignment (no change in duties, but change in range), employees will be placed in the new higher range in the step that provides them at least the same amount as their current step but will not be more than three (3) steps under the previous range (but not higher than the top step) with no change to the next step increase date. For positions to be reviewed, they must have at least four (4) matches to comparable counties or health districts (Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima) and be under the average of the comparables at least ten percent.

**14.8. Transfer.** In the event of an employee voluntarily moving to a lower Addendum A position, an employee shall move to the step in the new salary range which corresponds with their years of service not to exceed the top of the new salary range. If the employee is not at the top of the new salary range, they shall retain their current step date.

## **ARTICLE 15 - EMPLOYMENT PRACTICES**

**15.1. Non-Discrimination.** The County and the Union shall comply with all applicable federal, state and local laws prohibiting discrimination in employment, except as provided in Article 2 - Union Security and applicable law as provided in RCW 41.56. Where the masculine

or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

**15.2. Discipline/Discharge/Suspension.** 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 Article 11.2) may be summarily discharged.

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

**15.4. Union Negotiating Committee.** One employee of the bargaining unit shall be allowed paid time off for contract negotiation purposes. If the negotiations continue beyond the employee's regular workday, such employee shall not receive any pay beyond his or her regular work hours for participating in the negotiations. One additional bargaining unit employee elected to serve on the negotiating committee will be released without pay from work to attend scheduled negotiating meetings.

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

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

**15.7. Union Supplies Copies of Agreement.** The Union will provide copies of this Agreement and related materials to the County for distribution to new employees.

**15.8. Mileage Reimbursement.** The County agrees to reimburse employees for mileage based on County policy for the use of their own vehicle while on official County business.

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

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

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

**15.12. Training.** The County reserves the right to determine the type and amount of professional training the employees shall receive with pay.

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

**15.13.a. Changes.** Changes to a different institution or account require four (4) weeks notice and can be made no more than once per calendar quarter. The Executive or his or her designee may grant exceptions.

**15.13.b. 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 his or her designee may grant exceptions.

**15.13.c. Inability Waiver.** 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 Union agree that seniority (defined as length of continuous service in the department) shall govern in layoff and recall procedures. In the event layoffs become necessary, it is agreed that management will first identify the Addendum A position title to be cut. The junior full- or part-time employee(s) within the Addendum A position title will then be notified of the layoff. If any such employee is senior to another employee holding a different Addendum A position, which is higher or lower in rank within the unit, and if the laid-off employee is qualified to fill such other position held by the junior employee, the senior employee may exercise seniority rights to "bump" the junior employee. This Article shall not apply to any probationary employees (as defined in 11.2). The above procedure shall apply in cases of reduction of hours of any job as well as layoff.

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

**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 is refused,
- D. Layoff for a period exceeding thirteen (13) months.

**16.4. Layoff Rights.** No new employee 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 Notice.** An offer of reemployment to the position from which an employee was laid off shall be in writing and sent by registered or certified mail to the employee.

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

## **ARTICLE 18 - RETIREMENT**

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

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

**19.1. Grievance Procedure.** 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.

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

**19.1.b Dispute Procedure.** 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 – Initial Complaint.** The employee and/or the shop steward must take up the complaint with his or her supervisor within ten (10) working days after the employee should have been reasonably aware of the alleged contract violation, or it shall be considered null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after submission, the matter may proceed to Step 2.

**Step 2 – Written Grievance.** The employee, within the next ten (10) working days shall reduce the grievance to writing and present it personally, or through his or her Union representative, to the Human Resources Manager or designee. If not resolved at this level within the next twenty (20) working days, the Union may refer the dispute to final and binding arbitration as provided below.

Throughout the procedures as set forth in this Article, grievances may be presented by employees, and/or Shop Stewards and/or Union representatives. Grievances of general concern to the bargaining unit may be initiated at Step 2 of this Article.

**19.2. Arbitration.** Upon receipt by either the Union or the County of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the County and the Union shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified arbitrators living in the Northwest from which list the arbitrator shall be selected by alternately striking one name from the list until only one 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.

**19.4. Procedure.** Except as addressed in section 19.3 – Time Limits, any grievance failing to follow the procedure set forth herein shall be void.

## **ARTICLE 20 - SUBORDINATION OF AGREEMENT**

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

## **ARTICLE 21 - SAVINGS CLAUSE**

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

## ARTICLE 22 - CONTRACTING OUT

**22.1.** 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 the County does not own the equipment necessary to perform the work or such equipment owned by the County is not currently available.

**22.2.** Except in emergency situations, if the County proposes to contract out bargaining unit work as described above, the reasons for doing so shall be supplied to the Union in writing with ample time (30 days) for discussion of such decision.

## ARTICLE 23 - GROUP INSURANCE

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

- a) Medical – Whatcom County Self-Insured Cap plan, or any successor plan
- b) Dental – Washington Dental Service, or any successor plan
- c) Vision – Teamsters, or any successor plan

**23.1.a. Life Insurance.** The County agrees to pay the entire employee only premium through a carrier to be selected by the County providing \$12,000 of life insurance coverage. Effective the first of the month after ratification, life insurance benefits for employees will be equivalent to one year's base salary to a maximum of \$50,000.

**23.1.b. Long-Term Disability.** The County agrees to pay the entire employee premium for long-term disability insurance coverage for eligible bargaining unit employees through a carrier to be selected by the County.

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

**23.1.d. Successor Plans.** The County shall give the Union 60 days notice prior to the implementation of a successor health and welfare plan, under this Article, to enter into bargaining over such a plan.

### **23.2. Premium Payments.**

**23.2.a. Medical.** For 2008, the County shall pay a Cap amount of up to \$757 per month for each eligible employee toward the Cap Plan. The Cap amount will be up to \$833 for plan year 2009 and up to \$916 in plan year 2010. The Cap amount for plan year 2011 will be the actual amount required to fund the Cap plan, but not more than \$1,008. For Plan Year 2012, the County shall maintain the Cap plan up to 110% of the 2011 Cap amount.

**23.2.a.1. Medical Schedule of Benefits.** The schedule of benefits for the Cap Plan may require modification during the life of the agreement in order that coverage can be provided within the County's contribution Cap amount. The parties agree that at any time the County may change the schedule of benefits in order to be legally compliant with

applicable law or changes in plan administrator or administration. The parties agree the County is not required to enhance the Cap plan.

**23.2.b. Dental, Vision, LTD and Life Insurance.** The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision, LTD and life benefits listed above.

**23.3. Eligibility.** To be eligible for the benefits as provided herein, employees must be regularly scheduled to work at least 80 hours per month with contributions to begin on the first of the month following three (3) months of 80 compensated hours of employment, and must receive compensation each month. Effective the first of a calendar month following ratification, contributions will begin the first of the month following eighty (80) compensated hours in one (1) calendar month of employment; however, the County obligation shall not exceed an initial two (2) months of contribution to establish coverage under the 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; provided that said work, vacation and/or other paid leave must equal or exceed payment for 80 hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve months from the date of the injury shall be credited as compensation.

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

**23.5. 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 23.1. 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.

**23.6. 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 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 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's fees.

**ARTICLE 25 - DURATION**

This Agreement, including Letters of Understanding #1 and #2, shall be effective as of June 17, 2008, except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st day of December 2012. At least sixty (60) days prior to the first day of January 2013, either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17<sup>th</sup> day of June, 2008.

GENERAL TEAMSTERS UNION  
LOCAL NO 231

By: Chuck Eggert  
Chuck Eggert  
Secretary-Treasurer

WHATCOM COUNTY, WASHINGTON

By: Pete Kremen  
Pete Kremen  
Whatcom County Executive

APPROVED AS TO FORM:

Daniel L. Gibson  
Assistant Chief Civil Deputy Prosecuting Attorney

**ADDENDUM A  
TO THE AGREEMENT  
by and between  
WHATCOM COUNTY, WASHINGTON  
and  
GENERAL TEAMSTERS LOCAL UNION NO. 231  
HEALTH CLERICAL BARGAINING AGREEMENT**

**POSITION TITLE INDEX**

<b><u>Range</u></b>	<b><u>Position</u></b>
39	Technical Services Coordinator
38	Financial Services Coordinator
24	Account Clerk II
24	Clerk Typist IV
24	Clerk Typist, Lead
21	Account Clerk I
21	Clerk Typist III
21	Clerk Typist II, Lead*
20	Clerk Typist II

\* Effective 1<sup>st</sup> pay period after implementation of 2008 matrix in payroll computer system.

2008 Hourly Matrix - Effective first pay period after 2008 rates implemented in the payroll computer system.

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
39	\$19.11	\$20.05	\$21.06	\$22.10	\$23.21	\$24.36	\$25.55	\$25.81
38	\$18.29	\$19.20	\$20.16	\$21.15	\$22.22	\$23.33	\$24.46	\$24.70
24	\$13.55	\$14.26	\$14.94	\$15.69	\$16.46	\$17.27	\$18.11	\$18.29
21	\$12.70	\$13.34	\$14.02	\$14.69	\$15.43	\$16.18	\$16.96	\$17.13
20	\$12.45	\$13.07	\$13.73	\$14.39	\$15.12	\$15.86	\$16.62	\$16.79

2009 Hourly Matrix - Effective 1st full pay period in January

Range	12 months of service to move to next step									36 months of service to move to next step (36 mos. at step 10 req'd to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
39	\$19.68	\$20.65	\$21.69	\$22.76	\$23.91	\$25.09	\$26.57	\$27.10	\$27.13	\$27.20	\$27.28	\$27.38	\$27.51	\$27.64	\$27.77
38	\$18.84	\$19.78	\$20.76	\$21.78	\$22.89	\$24.03	\$25.44	\$25.94	\$25.97	\$26.04	\$26.12	\$26.22	\$26.35	\$26.48	\$26.61
24	\$13.96	\$14.69	\$15.39	\$16.16	\$16.95	\$17.79	\$18.90	\$19.27	\$19.30	\$19.37	\$19.45	\$19.55	\$19.68	\$19.81	\$19.94
21	\$13.08	\$13.74	\$14.44	\$15.13	\$15.89	\$16.67	\$17.72	\$18.07	\$18.10	\$18.17	\$18.25	\$18.35	\$18.48	\$18.61	\$18.74
20	\$12.82	\$13.46	\$14.14	\$14.82	\$15.57	\$16.34	\$17.37	\$17.71	\$17.74	\$17.81	\$17.89	\$17.99	\$18.12	\$18.25	\$18.38

2010 Hourly Matrix - Effective 1st full pay period in January

Range	12 months of service to move to next step									36 months of service to move to next step (36 mos. at step 10 req'd to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
39	\$20.22	\$21.22	\$22.29	\$23.39	\$24.57	\$25.78	\$27.30	\$28.11	\$28.14	\$28.21	\$28.29	\$28.39	\$28.53	\$28.66	\$28.80
38	\$19.36	\$20.32	\$21.33	\$22.38	\$23.52	\$24.69	\$26.14	\$26.92	\$26.95	\$27.02	\$27.10	\$27.20	\$27.34	\$27.47	\$27.61
24	\$14.34	\$15.09	\$15.81	\$16.60	\$17.42	\$18.28	\$19.42	\$19.99	\$20.02	\$20.09	\$20.17	\$20.27	\$20.41	\$20.54	\$20.68
21	\$13.44	\$14.12	\$14.84	\$15.55	\$16.33	\$17.13	\$18.21	\$18.75	\$18.78	\$18.85	\$18.93	\$19.03	\$19.17	\$19.30	\$19.44
20	\$13.17	\$13.83	\$14.53	\$15.23	\$16.00	\$16.79	\$17.85	\$18.38	\$18.41	\$18.48	\$18.56	\$18.66	\$18.80	\$18.93	\$19.07

2011 Hourly Matrix - Effective 1st full pay period in January

Range	12 months of service to move to next step									36 months of service to move to next step (36 mos. at step 10 req'd to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
39	\$20.78	\$21.80	\$22.90	\$24.03	\$25.25	\$26.49	\$28.05	\$29.16	\$29.19	\$29.26	\$29.34	\$29.44	\$29.59	\$29.72	\$29.87
38	\$19.89	\$20.88	\$21.92	\$23.00	\$24.17	\$25.37	\$26.86	\$27.92	\$27.95	\$28.02	\$28.10	\$28.20	\$28.35	\$28.48	\$28.63
24	\$14.73	\$15.50	\$16.24	\$17.06	\$17.90	\$18.78	\$19.96	\$20.75	\$20.78	\$20.85	\$20.93	\$21.03	\$21.18	\$21.31	\$21.46
21	\$13.81	\$14.51	\$15.25	\$15.98	\$16.78	\$17.60	\$18.71	\$19.45	\$19.48	\$19.55	\$19.63	\$19.73	\$19.88	\$20.01	\$20.16
20	\$13.53	\$14.21	\$14.93	\$15.65	\$16.44	\$17.25	\$18.34	\$19.06	\$19.09	\$19.16	\$19.24	\$19.34	\$19.49	\$19.62	\$19.77

2012 Hourly Matrix - Effective 1st full pay period in January

Range	12 months of service to move to next step									36 months of service to move to next step (36 mos. at step 10 req'd to move to step 11)					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
39	\$21.35	\$22.40	\$23.53	\$24.69	\$25.94	\$27.22	\$28.82	\$30.25	\$30.28	\$30.35	\$30.43	\$30.54	\$30.69	\$30.82	\$30.98
38	\$20.44	\$21.45	\$22.52	\$23.63	\$24.83	\$26.07	\$27.60	\$28.97	\$29.00	\$29.07	\$29.15	\$29.26	\$29.41	\$29.54	\$29.70
24	\$15.14	\$15.93	\$16.69	\$17.53	\$18.39	\$19.30	\$20.51	\$21.52	\$21.55	\$21.62	\$21.70	\$21.81	\$21.96	\$22.09	\$22.25
21	\$14.19	\$14.91	\$15.67	\$16.42	\$17.24	\$18.08	\$19.23	\$20.18	\$20.21	\$20.28	\$20.36	\$20.47	\$20.62	\$20.75	\$20.91
20	\$13.90	\$14.60	\$15.34	\$16.08	\$16.89	\$17.72	\$18.85	\$19.78	\$19.81	\$19.88	\$19.96	\$20.07	\$20.22	\$20.35	\$20.51

**LETTER OF UNDERSTANDING #1  
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 and attached to the Health Clerical Collective Bargaining Agreement.

This is to confirm the following agreements reached during the recent negotiations for a new collective bargaining agreement to replace the one that expired December 31, 2007:

1. **Alcohol & Drug Free Workplace Policy.** Upon request by the Employer during the term of the contract, the Union shall meet and enter into negotiations on an alcohol and drug free workplace policy, including drug testing.
2. **Increase of Part-Time Positions.** It is understood and agreed the County may mandate an increase in a part-time position up to one FTE if funds become available.
3. **Position Status.** When the current incumbent leaves the Technical Services Coordinator position, it is mutually agreed by the County and the Union the position shall convert to a Master collective bargaining unit represented position.
4. **Retroactivity.** The parties agree that each employee employed on the date this agreement is ratified by the County shall be paid three percent (3%) of year-to-date gross earnings for all hours compensated in 2008 prior to implementation of 2008 rates.
5. **37.5 to 40-Hour Conversion**
  - a. **Conversion.** Employees still on a 37.5 hour basis will convert to a 40-hour basis effective the first of the month following ratification by the Council. Employees will elect to be a .95 FTE (working 38 hours per week) or a 1.0 FTE (working 40 hours per week).
  - b. **Covered Employees.** The employees referenced in Conversion paragraph above and covered by this Letter of Understanding are:  
  
Marjorie Holmes                      Susan Prescott                      Suzan Williams
6. **Alternative Schedules** – It is the intent of the County to allow continuation of Alternative Schedules for employees who are on an agreed-upon Alternative Schedule on the date of ratification by the Council, unless employee performance is not satisfactory or there is a business need to discontinue the Alternative Schedule.

## ADDENDUM C ALTERNATIVE SCHEDULE AGREEMENT

I, \_\_\_\_\_, request a alternative schedule per Article 4.4 of the Health Clerical Collective Bargaining Agreement: "Either an employee or the County may request the hours and the basic workday or workweek be modified to accommodate alternative schedules by agreement of the Executive or his or her designee, when recommended by the department head and agreed to by the affected employee."

I understand the following schedule must meet the basic requirements of Alternative Scheduling:

- Work must be performed Monday – Friday, no more than 10 hours per day.
- Work must be performed between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m.
- For safety reasons, there must be at least one other staff member in the office also scheduled to work if alternative scheduling hours will be before 8:00 a.m. or after 4:30 p.m.

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
Week #1	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Total Per Week				40
Week #2	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Total Per Week				40

I understand the above schedule requires on-going, mutual agreement with no guarantee it will continue in the future. The agreed upon schedule will be reviewed regularly to ensure it is in the best interests of the department. Holiday weeks, extended sick and/or vacation leave, vacancies or unexpected circumstances may impact the alternative schedule. Any changes to existing alternative schedules, other than to meet scheduling needs, shall be requested using this form. Alternative scheduling can be discontinued with two weeks notice, except in case of emergency.

	Signature	Date
Employee		
Department Head		
Human Resources		
Executive's Office		

**ADDENDUM D  
LETTER OF UNDERSTANDING #2  
JOB SHARE AGREEMENT  
HEALTH CLERICAL COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union" regarding and attached to the Health Clerical Collective Bargaining Agreement. Current Job Share arrangements will need to execute a new Job Share Agreement.

The purpose of this Letter of Understanding is to confirm our understanding and agreement that two employees may request a job share arrangement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County. Should the County approve the request, it is understood the employees would be voluntarily electing to share a 1.0 FTE (40 hours per week) position and that the County will only pay for the equivalent of one set of Health & Welfare benefits (medical, dental, vision, and life) subject to the following conditions:

**VOLUNTARY JOB SHARE AGREEMENT**

This fully executed Agreement must be in place prior to commencement of Job Share

<b>JOB SHARE POSITION:</b>	<b>POSITION ID:</b>
<b>DEPARTMENT:</b>	<b>SUPERVISOR:</b>
<b>PARTICIPANT A:</b>	<b>PARTICIPANT B:</b>
<b>HOURS/MONTH:</b>	<b>HOURS/MONTH:</b>
<b>Health &amp; Welfare Benefits</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Health &amp; Welfare Benefits</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

**Agreement.**

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

**Health & Welfare Benefits.**

- Participants are eligible to receive employee-only medical, life and long-term disability coverage as well as family dental and vision benefits, provided they meet eligibility requirements. Should an employee desire family medical coverage, contributions shall be deducted from paychecks.
- Participants who initially opt out of medical coverage for dependents may enroll at a later date if a COBRA qualifying event occurs or during the month of November may elect coverage beginning the following January 1. In these situations, the eligibility requirements of each benefit plan must be met before coverage becomes effective.

- Participants who elect medical coverage for dependents may elect during the month of November to drop coverage effective the following January 1.
- The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
- Participants who have not previously been on health & welfare plans must meet eligibility requirements in the Health Clerical Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.

**PARTICIPANT ELECTIONS**

<b>CHOICES</b>	<b>PARTICIPANT A (initial choice below)</b>	<b>PARTICIPANT B (initial choice below)</b>
I opt out of benefit coverage for dependents.		
I elect medical coverage for my dependents and I will be obligated to pay via payroll deduction the amount established by the County for this coverage.		

**Other Benefits.**

- Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.
- Each participant will receive four hours of holiday pay for each holiday where they meet the eligibility criteria in the Health Clerical Agreement, and each participant will receive four hours of personal holiday on January 1 each year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.
- Accruals will not exceed 0.5 FTE regardless of the number of hours worked. If additional hours are worked, sections 5.3b and 6.4a will apply.
- Any additional leave (bereavement, unpaid, etc.) will be no more than one-half the time (in hours) allowed in the Health Clerical Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the Health Clerical Agreement.
- To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.
- Since the 1.0 FTE position is Washington State Department of Retirement Systems eligible, participants and the County will contribute to the retirement system.

**Compensation.**

- Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position.

**Schedules and Breaks.**

- Participants' work schedules must be approved by, and may be changed by, their supervisor.
- The following Articles do **NOT** apply to participants:
  - a. Article 4, section 4.1 pertaining to Work Schedules
  - b. Article 4, section 4.8 pertaining to Lunch and Rest Breaks
- Participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

**Absence or Vacancy.**

- Participants understand that if one participant leaves his or her job share position, a new job share agreement must be executed. Upon separation or movement of a job share participant, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant desires to continue in a job share arrangement and the department concurs, he or she understands that, during a period of absence or vacancy, the remaining participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. No other terms or conditions of this Agreement will change.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head.

The County, the Union, or the Washington Teamsters Welfare Trust may, at any time, cancel this agreement after thirty (30) days written notice.