

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**WHATCOM COUNTY, WASHINGTON**

**and**

**WASHINGTON STATE NURSES ASSOCIATION**

**September 15, 2015 – December 31, 2016**

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

**PREAMBLE**

This Agreement is by and between Whatcom County, hereinafter referred to as the "County," and the Washington State Nurses Association, hereinafter referred to as the "Association." The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality community public health services, efficiently and economically, by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer, employee relations.

**ARTICLE 1 - RECOGNITION**

**1.1 Recognition.** The County recognizes the Association as the sole collective bargaining agent representing all full-time and part-time employees working in the collective bargaining unit certified by the Public Employment Relations Commission in Case No. 2704-E-80-522 in those job classifications listed in Addendum A as they currently exist or as they may be amended during the life of this Agreement. Excluded from the bargaining unit are temporary full- or part-time help hired for periods of less than 1040 hours in a calendar year to meet the transient needs of the County with the understanding that employment will be terminated when the County determines the need for temporary help is over. A temporary employee may not be employed by the County for more than 1040 hours in a calendar year.

**1.2 Unilateral Changes.** The County agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement. This section shall not be a waiver of RCW 41.56 rights. Changes made pursuant to a contractual provision shall not constitute a unilateral change.

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

**ARTICLE 2 - MEMBERSHIP AND UNION RIGHTS**

**2.1 Fair Share Membership.** It shall be a condition of employment that all employees covered by this Agreement who are members of the Association 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 (30th) day following the date this Agreement is executed become and remain members in good standing

in the Association. 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 before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association. Tender of the Association's periodic dues and initiation fees uniformly required as a condition of acquiring or obtaining such membership shall, for the purpose of this Article, be considered membership in the Association.

**2.2 Religious Objections.** In order to provide bargaining unit employees the right of non-association with the Association 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 Association, but in the alternative, shall be required to pay a monthly amount equal to the Association 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 Dues Deduction.** The County agrees to deduct Association 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 Association.

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

**2.4 Access to Premises.** The business representative authorized by the Association shall have access to the office during business hours, providing he or she does not interfere or cause employees to neglect their work.

**2.5 Negotiations.** At least 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, subject to operating efficiency, be released (without pay) from work to attend scheduled negotiating meetings. Such employee may use vacation or personal days to cover time spent at negotiating meetings.

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

**2.7 Meeting Rooms.** The County shall make available to the Association, meeting space, rooms, etc., for the purpose of County-related contract administration and bargaining activities, and where such activities would not interfere with the normal work of the County, provided that bargaining unit employees who attend such meetings shall be on their own time. Upon request, the Association shall use the procedures for requesting space specified in County Policy AD118005Z.

**2.8 Distribution of Agreement.** The Association will provide copies of this Agreement and related materials to the County for distribution to new employees.



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

### **ARTICLE 3 - MANAGEMENT RIGHTS**

The County retains all rights except as those rights are limited by the express provisions of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the County to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

### **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

**4.1 Work Schedule.** The work schedule shall be set by the County as provided herein. The basic work week shall be forty (40) hours, Monday through Friday. The basic workday will be eight (8) hours. Special programs or unusual circumstances may necessitate work on other days; in such instances, the work week shall be five (5) days out of a seven (7) day period; provided the County shall notify employees at least one week prior to changing their work schedules. Nothing in this Article shall prevent the Health Director from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency, as determined by the Director.

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

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

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

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

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

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

**4.6 Emergency Callbacks.** Emergency callbacks will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1-1/2). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at the overtime rate and no deduction will be made from the employee's vacation balance for a day when the employee is recalled.

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

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

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

- a. Compensatory time.
- b. Any accrued vacation leave.
- c. Personal Holiday.
- d. Leave without pay.

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

**4.8.1 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.

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

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

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

**4.9.3 Cashout.** By mutual agreement between the employee and County, the employee may cash out accrued compensatory time at the end of each calendar year. The payment shall be calculated on the basis of the employee's regular hourly rate at the time payment is received. Upon termination of employment, an employee shall be paid for unused accrued compensatory time at the employee's current regular hourly rate.

**4.10 Breaks.** Breaks include two paid fifteen (15) minute rest breaks. A thirty (30) to sixty (60) minute lunch period on the employee's time beginning no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law. Employees not able to take a rest or lunch break shall notify their supervisor as soon as possible. Rest and lunch breaks may, at the employee's option, be intermittent. The thirty minute lunch period must be by mutual agreement of the employee and his/her supervisor, except in the case of alternative schedules where service needs must be met. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or workweek. Section 4.2 of this agreement shall apply when an employee is not able to take a rest break.

## **ARTICLE 5 – HOLIDAYS**

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

holiday. "Paid status" is defined as payment of wages for work performed, vacation or accrued sick leave, or other paid leave including income for industrial injury not to exceed twelve (12) calendar months.

**5.1.1 Employees Working Less Than 1.0 FTE.** Part-time employees are eligible for holiday pay on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency (FTE).

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

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

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

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

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

**5.3.2 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 4.9, 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 personal holiday each calendar year which may be taken by the employee when the schedule is approved by the County. Scheduling for the Personal Holiday must be approved by the County. The personal holiday must be taken during the calendar year and cannot be cashed out upon separation.

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

**5.4.2 Employees Working Less Than 1.0 FTE.** The personal holiday for employees working less than an assigned eight (8) hour schedule shall be prorated based on their currently assigned, but no more than their budgeted full time equivalency (FTE) on January 1 of the calendar year.

## **ARTICLE 6 – VACATIONS**

**6.1 Eligibility Criteria.** Eligible employees shall accrue vacation on a calendar month basis. All full-time and part-time employees regularly scheduled to work at least 80 hours per month are eligible to accrue vacation, provided employees must receive compensation each month, as defined in Article 23.3.

**6.1.1 New Employees.** New employees may use accrued vacation following completion of six months of initial employment.

**6.2 Accrual.** 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 (based on 1.0 FTE)</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

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

**6.2.2 Maximum Accrual & Carryover.** Employees may accrue and carry forward a maximum of 240 hours vacation on the last pay period of any calendar year. Unused vacation in excess of 240 hours shall be forfeited with the following exceptions: an employee whose timely vacation request is denied due to the County's needs, shall be allowed to carry over vacation in excess of the 240 maximum for up to twelve months.

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

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

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

**6.4.1 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 4.9, 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 Termination.** An employee who voluntarily terminates or is terminated for cause shall be compensated for any vacation earned, which they are eligible to take, but not already taken.

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

## **ARTICLE 7 - SICK LEAVE**

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

**7.2 Accrual Rate.** Cumulative sick leave shall accrue, to all full-time and part-time employees who are regularly scheduled to work at least 80 hours per month and who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment to a maximum of nine hundred and sixty (960) hours except as noted in section 7.2.3.

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

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

**7.2.3 Maximum Accrual & Additional Accrual.** An employee who has accrued nine hundred and sixty (960) hours of sick leave on December 31 of any year, shall be allowed to accrue up to one thousand and fifty-six (1,056) hours of sick leave during the year immediately subsequent. These additional hours of accrual may not be cashed out. The employee's total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the year.

**7.3 Sick Leave Usage.** Conditions under which an employee is to be paid sick leave are limited to the following:

**7.3.1 Personal Use.** While the employee personally is disabled because of his or her illness, pregnancy, or injury, while receiving preventive health care, or when an employee whose exposure to contagious disease, as determined by the Health Officer, would jeopardize the health of fellow workers or the public should he or she attend work as scheduled.

**7.3.2 Use to Care for Others.** An employee may use sick leave to care for the child of the employee with a health condition that requires treatment or supervision if the child is either under eighteen years of age or older but incapable of self-care because of mental or physical disability; for the care of an adult child who doesn't have a mental or physical disability (40-hour maximum per calendar year); or for the care of an employee's spouse, registered domestic partner, registered spousal equivalent (40-hour maximum per calendar year), parent, parent-in-law, or grandparent with a serious health condition or an emergency condition. Family members are as defined in RCW 49.12.

**7.3.3 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.

**7.3.4 Proof of Illness.** The County reserves the right to require a doctor's statement or other verification that the employee was ill while on sick leave, or that the illness of the employee's spouse, registered domestic partner, registered spousal equivalent, parent, parent-in-law, grandparent, or child was sufficiently serious to require the employee to be in attendance.

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

**7.3.6 Return Rights From Leave of Absence.** Employees on extended leave of absence because of illness or injury shall retain the right to return to their original position for a period of one year from the last day for which they have received compensation.

**7.3.7 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.

**7.3.8 Excess Sick Leave Contributions.** Employees with at least 960 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) shall receive a Retirement Health Savings (RHS) contribution based upon additional hours accrued during that year: Hours accrued (to a maximum of 48) minus hours used, multiplied by 25%, multiplied by hourly rate at year-end, equals RHS contribution.

**7.4 Unused Sick Leave.** Any employee shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination; provided, however, such employee has given at least thirty (30) days' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.

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

## **ARTICLE 8 - LEAVES OF ABSENCE**

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

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

**8.3 Maternity Leave.** Maternity leave shall be granted to any employee for pregnancy and its ending. The provisions of this Section shall be applied consistent with the provisions of RCW 9.02.100 et seq. as amended. Employees on maternity leave not eligible for FMLA shall use their accrued sick leave and vacation leave. Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement. If additional leave is required, it shall be without pay, for a total of six (6) months, at the discretion of and with prior written approval of the Health Director and Executive or designee. Normally, there would be no extension beyond six (6) months, but under extraordinary circumstances, this period may be extended an additional six (6) months at the discretion of the County. The County may require the employee to submit a letter from her physician stating the date she can return to work without impairing her health. The employee is entitled to return to her former or equivalent position. If leave pursuant to this provision would also qualify as leave under any federal or state statute, including the Federal Family and Medical Leave Act or any applicable Washington state statutes, the period of leave will apply toward the employee's entitlement to leave under any applicable statute.



**8.4 Other Leaves of Absence.** Any employee may be granted leave of absence without pay for a period of six (6) months at the discretion of and with prior written approval of the Health Director and the Executive or designee. Under special circumstances, the period may be extended an additional six (6) months at the discretion of the County. No leave of absence shall be taken unless the employee has first expended compensatory time, accumulated vacation leave, personal holiday and sick leave, if allowable; provided, this prohibition may be waived upon application to, and at the discretion of, the Executive or designee.

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

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

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

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

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

## **ARTICLE 9 - BEREAVEMENT LEAVE**

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (up to 40 hours) off without loss in pay for bereavement in the death of a spouse, registered domestic partner, registered spousal equivalent, child or parent (including step), of the employee or spouse. Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave. Three (3) days off without loss of pay shall be allowed for other immediate family members. Other immediate family members are defined to

be: brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse, including step. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial.

For the purposes of bereavement leave only, a "day" is defined as the number of hours an employee is assigned to work for the requested days off (not to exceed forty (40) hours). Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits based on their current assignment, but no more than their budgeted full time equivalency. Employees desiring additional days off without pay or using accrued leave shall make a written request through his or her department head or designee for approval by the County.

## **ARTICLE 10 - FAMILY LEAVE**

**10.1 Family Leave.** The County will comply with all state and federal laws and regulations, as amended, regarding family and medical leave, including military family leave entitlements and will make copies of the statutes and regulations available upon request. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave. Beginning January 1, 2006, once an employee has used a total of twelve (12) work weeks of unpaid FMLA, while employed by Whatcom County, all available accruals must be exhausted during any future FMLA leave before taking unpaid leave.

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

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

**11.1 Salary Schedules.** All bargaining unit employees shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are made a part of this Agreement by reference. Effective the first full pay period in January 2016, each wage step of the 2015 salary matrix will increase by 5%.

**11.2 Longevity Pay.** Effective January 1, 2009, longevity was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

### **11.3 Premiums**

**11.3.1 Certified Registered Nurses.** Nurses certified by a nationally recognized specialty nursing association (such as American Nurses Credentialing Center or the International Board of Certified Lactation Consultant Examiners) or by the Washington State Board of Nursing and who utilize such certification because of their employment assignment with the Health Department will be designated as Public Health Nurse (Certified) and paid at the appropriate range (consistent with Section 13.4).

**11.3.2 ARNP.** Effective the first pay period 2008 matrix rates were implemented in the payroll computer system, the ARNP premium was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such premium as an element of wages.

**11.3.3 Jail and Juvenile Premium.** A premium of \$1.00 per hour will be paid for all hours worked in the Whatcom County Jail and the Whatcom County Juvenile Detention Unit.

**11.3.4 Jail Shift Premium.** A shift premium or \$2.50/hour will be paid for all hours worked in the Whatcom County Jail between the hours of 6:00 p.m. and 7:00 a.m.

**11.3.5 Jail Weekend Premium.** A weekend premium of \$2.00 per hour will be paid for all hours worked in the jail on Saturday or Sunday. There will be no pyramiding of shift and weekend premiums; if both premiums apply, the employee will get the higher of the two.

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

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

**11.6 Electronic Contact.** The parties agree that a public health emergent situation may be identified by the Director, or designee, as requiring a bargaining unit member with specific expertise which is otherwise not readily available to remain in electronic contact with the Department. During such periods, assigned employees shall receive \$8.70 per day. Whenever employees respond electronically pursuant to this article, they will also be compensated the amount set out in Article 4.6.1 – Telephonic response. When employees respond in person, they will also be compensated per Article 4.6 – Emergency Callbacks. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

## **ARTICLE 12 - NO STRIKE - NO LOCKOUT**

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

## **ARTICLE 13 - CLASSIFICATIONS**

**13.1 Higher Classification.** When an employee works in a higher classification for five (5) or more working days, such employee shall be paid at the higher rate of pay.

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

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

**13.3 New Classification.** The County shall give the Association thirty (30) days notice of new classifications. The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content. Disputes regarding proper pay range placement shall be subject to negotiations.

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

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

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

**14.1.1 Job Postings.** When vacancies or new jobs occur in positions covered by this Agreement, the County shall post a vacancy which shall include any resulting subsequent vacancies for six (6) working days in a manner and in places conspicuous to employees in the bargaining unit. The County agrees it will continue to make job postings accessible to employees away from the job site. Job postings shall include job title, range, the date and time for closing, the place to file application materials, the shift and the supervisor's title.

**14.1.2 Expedited Posting.** Once all employees in the unit have expressed on a "sign-off sheet" that they are not interested in the position, the posting period is over. An expedited posting will only be for six (6) working days or less.

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

**14.2 Promotions.** Except for supervisory positions (which the County may fill in

accordance with its sole judgment) promotions will be based on meeting of stated qualifications, job knowledge, past performance and seniority. Where stated qualifications, job knowledge and past performance of applicants are relatively equal, seniority will apply.

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

**14.3.1 Promotion.** In the event of a promotion an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The promotion date shall then become the future date for step increases. Movement to the next higher step follows twelve (12) months' service in the new range. All promotions are subject to a four (4) calendar month evaluation period (six (6) calendar months for supervisory positions).

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

**14.3.3 Position Realignment.** The Union may petition the County by August 15 of any year to be effective the following January 1<sup>st</sup>, for the realignment of positions that meet the conditions defined in this Section. No position shall be realigned more than once during the term of this Agreement. "Realignment" shall mean "change in wage range with no change in duties." For positions to be reviewed the petition must demonstrate at least four (4) matches of the bargaining unit position duties, method of compensation and qualifications to the same position duties, method of compensation, and qualifications in comparable counties or health districts and have an hourly wage that is under the average hour wage of the comparable counties' or health districts positions by at least five (5) percent. Comparable counties or health districts are: Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima. All comparable counties or health districts where matches exist must be used. Comparisons will be based on the top step hourly wage. Petitions, except those using AWC salary survey data, shall include position job descriptions and wage tables for the comparison counties used in the petition. Once the County determine the data submitted supports the petition that a position requires realignment, affected employees in the position will be placed in a new higher range (one range higher but not more than the top step of the new range or the top step of the top range) in their current step. The effective date of the realignment shall become the step increase date.

**14.3.3.1 Additional Considerations.** In the administration of section 14.3.3 – Position Realignment, in the event the County identifies a position as one with documented local recruitment and/or retention difficulties then secondary comparables based on closed geographical and sociological issues may be considered.

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

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

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

**14.4 Ability to Cross Border.** Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian border. In the event U.S. employees are required to provide documents crossing the border where the cost to the employee would exceed \$100, the County and Association agree to meet and bargain the impact on employees.

## **ARTICLE 15 - EMPLOYMENT PRACTICES**

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

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

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

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

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

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

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

**15.6.1 Changes.** Changes to a different institution or account require four (4)

weeks notice and can be made no more than once per calendar quarter. The Executive or designee may grant exceptions.

**15.6.2 Emergency Cessation.** Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days notice before a scheduled payday. Employees must restart the EFT within three months. The Executive or designee may grant exceptions.

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

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

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

**16.2 Notice.** Employees shall be given written notice of their pending layoff at least fifteen (15) calendar days in advance of their layoff date. The County agrees that in the event of a layoff or reduction of hours within the bargaining unit, the County will notify the Association to discuss the procedure to be utilized.

**16.3 Loss of Seniority.** An employee shall lose seniority under this Agreement for the following reasons:

- a. Voluntary termination.
- b. Discharge for cause.
- c. Failure to return to work if first offer of recall to a comparable position is refused.
- d. Layoff for a period exceeding twenty-four (24) months.

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

**16.5 Recall.** An offer of reemployment shall be in writing and sent by registered or certified mail to the employee.

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

## **ARTICLE 17 - CONFERENCE COMMITTEE**

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

## **ARTICLE 18 - RETIREMENT**

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

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

**19.1 Procedures.** Working days as used in this Article shall be defined as Monday through Friday, excluding paid holidays. Probationary employees shall not be entitled to utilize this Grievance Procedure for any disciplinary actions that are taken by the County. Grievances may be heard on work time where practical and feasible.

The Association shall notify the County as to the identity of the Local Unit Chairperson. The Local Unit Chairperson shall be allowed to administer the terms of this Agreement and investigate grievances on work time where practical and feasible.

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

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

### **Step 1 Complaint**

The employee and/or the Local Unit Chairperson shall put the complaint in writing and present it to his or her immediate supervisor within fifteen (15) working days after the employee should have been reasonably aware of the alleged contract violation, or it shall be considered null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after submission, the matter may proceed to Step 2.



## Step 2 Grievance

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

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

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

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

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

## **ARTICLE 21 - SAVINGS CLAUSE**

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

## **ARTICLE 22 - CONTRACTING OUT**

**22.1 Bargaining Unit Work.** All bargaining unit work of the County shall be performed by bargaining unit employees except where it can be clearly demonstrated that the required expertise is not available, or when work required for special projects of limited duration cannot be performed without excessive overtime hours, or when the County does not own the equipment necessary to perform the work or such equipment owned by the

County is not currently available, or when the production schedule for completion of the work could not be met utilizing currently employed employees on a straight-time basis. The County will not subcontract work normally performed by bargaining unit employees if, at the time the work is initially to be subcontracted, employees are on layoff who are entitled to recall to positions which normally perform such work or the subcontracting would result in the layoff of employees who normally perform such work.

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

## **ARTICLE 23 - GROUP INSURANCE**

**23.1 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
- b) Dental – Washington Counties Insurance Fund (WCIF) Standard Plan – Option 3
- c) Vision – WCIF Standard Vision Care Plan

**23.1.1 Life Insurance.** The County agrees to pay the entire employee only premium for life insurance through a carrier to be selected by the County providing the equivalent of one year's base salary to a maximum of \$50,000 of coverage.

**23.1.2 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 for a plan comparable to the current benefit level.

**23.1.3 Disputes.** The County and the Association 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.

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

### **23.2 Medical Plans Contributions.**

**23.2.1 Medical Plans and Contributions.** For Plan Years 2015 and 2016 the County shall make contributions to fund the Medical Plans listed below for each eligible employee up to \$1,089.50 per month. Employees will elect their next year's plan choice during an open enrollment period in November.

**23.2.1.1 Qualified High Deductible Cap Medical Plan (QHDHP).** Employees participating in the Qualified High Deductible Medical Plan (QHDHP) may be enrolled in a Health Savings Account (HSA), if they are otherwise qualified to have such an account. The County will contribute one-time seed money in 2015 or 2016 to a voluntary

HSA, a total of \$1,250 per employee if signing up as an employee only **OR** \$2,500 for an employee plus dependents. Fifty percent (50%) of the annual HSA contribution amount will be funded in January and the balance will be contributed in equal monthly installments throughout the remaining months of the year. Health Savings Account contributions for part-time employees will be pro-rated based on currently assigned, but not more than their budgeted FTE.

#### **23.2.1.1.1. Employee Health Savings Account (HSA)**

**Contributions.** Qualified employees enrolled in the County Health Savings Account are also eligible to contribute to this HSA through payroll deduction.

**23.2.1.1.2 New Hires.** New hires that choose the Qualified High Deductible Cap Plan (QHDHP) will be eligible to establish a HSA, if they are otherwise qualified to have such an account. The County will contribute one-time seed money to a voluntary HSA, a total of up to \$1,000 for an employee signing up as an employee only **OR** up to \$2,000 for an employee if also signing up to cover dependents. Fifty percent (50%) will be contributed the first paycheck they are eligible for medical benefits and enrolled in the HSA with either \$45.45 (employee only) **OR** \$90.91 (employee plus dependents) contributed by the County throughout the remaining months of the year. Health Savings Account contributions for part-time employees will be pro-rated based on currently assigned, but not more than their budgeted FTE.

**23.2.2.1 Contributory Cap Medical Plan.** For 2015 and 2016 employees may elect to buy-up to the Contributory Cap Plan via authorized monthly payroll deduction of \$84.90. Should the County's Benefit Consultant's Renewal Projection for 2016 be more than \$1,174.40 (\$1,089.50 County contribution plus \$84.90 employee contribution), modifications to the plan will be made to the plan per section 23.2.4 – Medical Schedule of Benefits so that the County's contribution is up to \$1,089.50 with the employee benefits premium remaining at or below \$84.90. In the event that the Benefit Consultant's projected contribution for the 2016 Contributory Cap Medical Plan is less than \$1,174.40 (\$1,089.50 County contribution plus the \$84.90 employee premium), the County will reduce the employee's premium amount accordingly.

**23.2.3.1 Cap 2000 Medical Plan (Non-Qualified High Deductible Plan).** For 2015 and 2016 Employees may elect a Non-Qualified High Deductible plan with no payroll deduction. This is the default medical plan.

**23.2.3 Self-Insured Cap Medical Plan.** If the County provides the Self-Insured Cap Medical Plans on a different basis to any other employee(s) in the County, represented or unrepresented, excluding binding interest arbitration groups, upon written request by the Association, the County shall agree to good faith bargaining regarding the Self-Insured Cap Medical Plans being offered to bargaining unit employees on the same basis.

**23.2.4 Medical Schedule of Benefits.** The schedule of benefits for the Cap Medical Plans may require modification during the life of the agreement in order that coverage can be provided within the County's and Employee's contribution Cap amounts as established above. 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.

**23.2.5 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.** Contributions will begin on the first of the month following one (1) calendar month of 80 compensated hours of employment. 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.

**23.3.1 Scheduling Quirk.** If an employee fails to receive compensation in any month for 80 hours as required by Article 5, 6, and 7 of the Agreement, and the failure is due to a quirk in scheduling and through no fault of the employee, the individual nevertheless shall be considered eligible for all applicable benefits during the month in question.

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

**23.5 Medical Advisory Committee.** In the event the Cap Medical Plan is to be modified pursuant to Section 23.2.4 – Medical Schedule of Benefits, the County shall convene the Medical Advisory Committee. The Association shall be given advance notice of such meeting and the union representative and one (1) bargaining unit member, designated by the union, shall be afforded the opportunity to attend and participate in the Medical Advisory Committee meeting. The Medical Advisory Committee shall not replace the parties' RCW 41.56 obligations. The County intends (but does not guarantee data availability) to review medical utilization cost and medical benefits beginning in July of each year in preparation for Cap plan choices for the following year.

**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**

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

of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney fees.

**ARTICLE 25 - DURATION**

This Agreement shall be effective September 15, 2015 except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st of December, 2016. At least sixty (60) days prior to the first day of January 2017, either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

For the term of this agreement, should the Association have a reasonable and demonstrable belief other employees in the County, represented or unrepresented, excluding binding interest arbitration groups, should achieve a settlement affording employees better wage improvements or medical benefits, the County shall afford the Association an opportunity to bargain regarding the difference between the settlements upon 30 days request to bargain by the Association.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15<sup>th</sup> day of September, 2015.

WASHINGTON STATE NURSES  
ASSOCIATION

WHATCOM COUNTY

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Whatcom County Executive  
Jack Louws

\_\_\_\_\_  
Negotiating Team Member

DATE COUNCIL APPROVED:  
\_\_\_\_\_

\_\_\_\_\_  
WSNA Nurse Representative

APPROVED AS TO FORM:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Daniel L. Gibson  
Chief Civil Deputy Prosecutor

**ADDENDUM A  
TO THE AGREEMENT  
by and between  
WHATCOM COUNTY, WASHINGTON  
and  
WASHINGTON STATE NURSES ASSOCIATION**

**Position Title Index**

<b>Range</b>	<b>Position</b>
52	P.H. Nurse Supervisor
51	Nurse Practitioner
49	P. H. Nurse II
48	P. H. Nurse (Certified)
47	P.H. Program Coordinator
47	P.H. Nurse
40	Registered Nurse
36	Care Coordinator
24	Licensed Practical Nurse
23	Community Health Outreach Worker
24	Medical Assistant

## ADDENDUM B - Wages

### Wage Matrix Ranges 23 - 40 (WSNA)

#### 2015 Hourly Matrix

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
23	\$14.17	\$14.87	\$15.57	\$16.32	\$17.12	\$17.95	\$18.89	\$19.61	\$19.64	\$19.71	\$19.79	\$19.90	\$20.05	\$20.18	\$20.32
24	\$15.18	\$15.87	\$16.58	\$17.35	\$18.15	\$19.00	\$20.01	\$20.76	\$20.79	\$20.87	\$20.96	\$21.06	\$21.20	\$21.35	\$21.48
33	\$17.58	\$18.40	\$19.30	\$20.26	\$21.23	\$22.26	\$23.37	\$24.25	\$24.28	\$24.36	\$24.45	\$24.55	\$24.69	\$24.84	\$24.97
36	\$18.61	\$19.49	\$20.45	\$21.48	\$22.51	\$23.60	\$24.75	\$25.70	\$25.73	\$25.80	\$25.89	\$25.99	\$26.14	\$26.28	\$26.41
40	\$20.42	\$21.43	\$22.49	\$23.58	\$24.73	\$25.93	\$27.19	\$28.22	\$28.25	\$28.32	\$28.41	\$28.52	\$28.66	\$28.80	\$28.94

#### 2015 Monthly Matrix - For Reference Purposes Only

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
23	\$2,456	\$2,577	\$2,699	\$2,829	\$2,967	\$3,111	\$3,274	\$3,399	\$3,404	\$3,416	\$3,430	\$3,449	\$3,475	\$3,498	\$3,522
24	\$2,631	\$2,751	\$2,874	\$3,007	\$3,146	\$3,293	\$3,468	\$3,598	\$3,604	\$3,617	\$3,633	\$3,650	\$3,675	\$3,701	\$3,723
33	\$3,047	\$3,189	\$3,345	\$3,512	\$3,680	\$3,858	\$4,051	\$4,203	\$4,208	\$4,222	\$4,238	\$4,255	\$4,280	\$4,306	\$4,328
36	\$3,226	\$3,378	\$3,545	\$3,723	\$3,902	\$4,091	\$4,290	\$4,455	\$4,460	\$4,472	\$4,488	\$4,505	\$4,531	\$4,555	\$4,578
40	\$3,539	\$3,714	\$3,898	\$4,087	\$4,286	\$4,494	\$4,713	\$4,891	\$4,897	\$4,909	\$4,924	\$4,943	\$4,968	\$4,992	\$5,016

### Wage Matrix Range 47 - 52 (WSNA)

#### 2015 Hourly Matrix

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
47	\$27.89	\$29.28	\$30.74	\$32.20	\$33.43	\$34.71	\$36.32	\$37.69	\$37.72	\$37.80	\$37.88	\$38.01	\$38.16	\$38.30	\$38.44
48	\$29.14	\$30.53	\$31.99	\$33.45	\$34.70	\$35.99	\$37.61	\$39.02	\$39.05	\$39.13	\$39.22	\$39.33	\$39.48	\$39.62	\$39.77
49	\$29.78	\$31.27	\$32.85	\$34.39	\$35.69	\$37.05	\$38.75	\$40.21	\$40.25	\$40.33	\$40.42	\$40.53	\$40.67	\$40.82	\$40.96
51	\$31.65	\$33.14	\$34.71	\$36.33	\$37.67	\$39.07	\$40.79	\$42.33	\$42.36	\$42.46	\$42.54	\$42.65	\$42.80	\$42.94	\$43.08
52	\$31.44	\$33.02	\$34.63	\$36.27	\$37.66	\$39.10	\$40.88	\$42.44	\$42.47	\$42.55	\$42.63	\$42.75	\$42.90	\$43.03	\$43.19

#### 2015 Monthly Matrix - For Reference Purposes Only

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
47	\$4,834	\$5,075	\$5,328	\$5,581	\$5,794	\$6,016	\$6,295	\$6,533	\$6,538	\$6,552	\$6,566	\$6,588	\$6,614	\$6,639	\$6,663
48	\$5,051	\$5,292	\$5,545	\$5,798	\$6,015	\$6,238	\$6,519	\$6,763	\$6,769	\$6,782	\$6,798	\$6,817	\$6,843	\$6,867	\$6,893
49	\$5,162	\$5,420	\$5,694	\$5,961	\$6,186	\$6,422	\$6,717	\$6,970	\$6,977	\$6,990	\$7,006	\$7,025	\$7,049	\$7,075	\$7,100
51	\$5,486	\$5,744	\$6,016	\$6,297	\$6,529	\$6,772	\$7,070	\$7,337	\$7,342	\$7,360	\$7,373	\$7,393	\$7,419	\$7,443	\$7,467
52	\$5,449	\$5,723	\$6,002	\$6,287	\$6,528	\$6,777	\$7,086	\$7,356	\$7,361	\$7,375	\$7,389	\$7,410	\$7,436	\$7,458	\$7,486

### Wage Matrix Ranges 23 - 40 (WSNA)

#### 2016 Hourly Matrix (+5%)

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
23	\$14.88	\$15.61	\$16.35	\$17.14	\$17.98	\$18.85	\$19.83	\$20.59	\$20.62	\$20.70	\$20.78	\$20.90	\$21.05	\$21.19	\$21.34
24	\$15.94	\$16.66	\$17.41	\$18.22	\$19.06	\$19.95	\$21.01	\$21.80	\$21.83	\$21.91	\$22.01	\$22.11	\$22.26	\$22.42	\$22.55
33	\$18.46	\$19.32	\$20.27	\$21.27	\$22.29	\$23.37	\$24.54	\$25.46	\$25.49	\$25.58	\$25.67	\$25.78	\$25.92	\$26.08	\$26.22
36	\$19.54	\$20.46	\$21.47	\$22.55	\$23.64	\$24.78	\$25.99	\$26.99	\$27.02	\$27.09	\$27.18	\$27.29	\$27.45	\$27.59	\$27.73
40	\$21.44	\$22.50	\$23.61	\$24.76	\$25.97	\$27.23	\$28.55	\$29.63	\$29.66	\$29.74	\$29.83	\$29.95	\$30.09	\$30.24	\$30.39

#### 2016 Monthly Matrix - For Reference Purposes Only

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
23	\$2,579	\$2,706	\$2,834	\$2,970	\$3,116	\$3,267	\$3,438	\$3,569	\$3,574	\$3,587	\$3,602	\$3,622	\$3,649	\$3,673	\$3,698
24	\$2,763	\$2,888	\$3,018	\$3,158	\$3,303	\$3,458	\$3,642	\$3,778	\$3,784	\$3,798	\$3,815	\$3,833	\$3,858	\$3,886	\$3,909
33	\$3,200	\$3,349	\$3,513	\$3,687	\$3,864	\$4,051	\$4,253	\$4,414	\$4,419	\$4,434	\$4,450	\$4,468	\$4,494	\$4,521	\$4,545
36	\$3,387	\$3,547	\$3,722	\$3,909	\$4,097	\$4,295	\$4,505	\$4,677	\$4,683	\$4,696	\$4,712	\$4,730	\$4,757	\$4,783	\$4,807
40	\$3,716	\$3,900	\$4,093	\$4,292	\$4,501	\$4,719	\$4,949	\$5,136	\$5,142	\$5,154	\$5,171	\$5,191	\$5,216	\$5,242	\$5,267

### Wage Matrix Range 47 - 52 (WSNA)

#### 2016 Hourly Matrix

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
47	\$29.28	\$30.74	\$32.28	\$33.81	\$35.10	\$36.45	\$38.14	\$39.57	\$39.61	\$39.69	\$39.77	\$39.91	\$40.07	\$40.22	\$40.36
48	\$30.60	\$32.06	\$33.59	\$35.12	\$36.44	\$37.79	\$39.49	\$40.97	\$41.00	\$41.09	\$41.18	\$41.30	\$41.45	\$41.60	\$41.76
49	\$31.27	\$32.83	\$34.49	\$36.11	\$37.47	\$38.90	\$40.69	\$42.22	\$42.26	\$42.35	\$42.44	\$42.56	\$42.70	\$42.86	\$43.01
51	\$33.23	\$34.80	\$36.45	\$38.15	\$39.55	\$41.02	\$42.83	\$44.45	\$44.48	\$44.58	\$44.67	\$44.78	\$44.94	\$45.09	\$45.23
52	\$33.01	\$34.67	\$36.36	\$38.08	\$39.54	\$41.06	\$42.92	\$44.56	\$44.59	\$44.68	\$44.76	\$44.89	\$45.05	\$45.18	\$45.35

#### 2016 Monthly Matrix - For Reference Purposes Only

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
47	\$5,076	\$5,329	\$5,595	\$5,860	\$6,084	\$6,317	\$6,610	\$6,860	\$6,865	\$6,880	\$6,894	\$6,918	\$6,945	\$6,971	\$6,996
48	\$5,303	\$5,556	\$5,822	\$6,088	\$6,315	\$6,550	\$6,845	\$7,102	\$7,107	\$7,122	\$7,138	\$7,158	\$7,185	\$7,211	\$7,238
49	\$5,420	\$5,691	\$5,979	\$6,259	\$6,496	\$6,743	\$7,053	\$7,318	\$7,326	\$7,340	\$7,356	\$7,376	\$7,402	\$7,429	\$7,455
51	\$5,760	\$6,031	\$6,317	\$6,612	\$6,856	\$7,111	\$7,424	\$7,704	\$7,710	\$7,728	\$7,742	\$7,762	\$7,790	\$7,815	\$7,841
52	\$5,722	\$6,010	\$6,303	\$6,601	\$6,854	\$7,116	\$7,440	\$7,724	\$7,730	\$7,744	\$7,759	\$7,781	\$7,808	\$7,831	\$7,861



# ADDENDUM C

## WSNA ALTERNATIVE WORK SCHEDULE REQUEST

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

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

Please itemize below the schedule you would like to request. This schedule must be mutually agreed upon with your supervisor and have the approval of your supervisor, division manager, director or designee as well as Human Resources. Per Article 4.4 - Alternative Scheduling of the collective bargaining agreement, the requested schedule must not create a reduction in the effective hours of service to the public, critical service days must be adequately covered by the remaining personnel, and this schedule must not increase the department's compensation costs. Once a schedule is agreed upon and been approved, there will be no floating or changing of flex days unless approved by the supervisor to recognize the impact of employee illnesses and vacations. Approval of this request is not a guarantee by the County this schedule will be continued if changes need to be made in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.

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

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

	Signature	Date
Employee		
Supervisor		
Division Manager		
Director or Designee		
Human Resources		

**ADDENDUM D**  
**COLLECTIVE BARGAINING AGREEMENT**  
**LETTER OF UNDERSTANDING**  
**By and Between**  
**WASHINGTON STATE NURSES ASSOCIATION**  
**and**  
**WHATCOM COUNTY**

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

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

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

**3. Benefits Eligibility Requirements.** The new eligibility requirement of 80 hours compensated in Article 23, Group Insurance, is not applicable to any employee eligible for group insurance benefits on August 9, 1994.

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

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

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

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

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

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

**Addendum E**  
**LETTER OF UNDERSTANDING**  
**JOB SHARE AGREEMENT**  
**WSNA COLLECTIVE BARGAINING AGREEMENT**

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called “the County” and the Washington State Nurses Association, hereinafter called “the Association” regarding and attached to the WSNA Collective Bargaining Agreement identified as “August 6, 2013 through December 31, 2014.

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 not exceed the equivalent of one set of Health & Welfare benefits (medical, dental, vision, life and long-term disability) 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    <input type="checkbox"/> Yes   <input type="checkbox"/> No</b>	<b>Health &amp; Welfare Benefits    <input type="checkbox"/> Yes   <input type="checkbox"/> No</b>

**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 health & welfare benefits 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 and welfare benefits must meet eligibility requirements in the WSNA 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 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.		
I opt out of medical coverage for my dependents.		

#### **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 WSNA Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.
- Accruals will not exceed 0.5 FTE regardless of the number of hours worked. If additional hours are worked, employees will receive compensatory time per the WSNA Agreement.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the WSNA Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the WSNA 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 as provided herein. Article 4.1 "Work Schedule" shall apply except as modified by this Job Share Agreement. It is understood that a job share participant is not routinely required to cover for the other job share participant for vacations and sick leave. However, in the event of an extended absence of one job share participant, the other participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. In such circumstances, the County will, when circumstances permit, explore other staffing measures to reduce the impact on the affected participant.
- Notwithstanding Article 4.10, "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.

### **Termination of Job Share.**

- 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 declines the 1.0 FTE position and desires to continue in a job share arrangement and the department concurs, he or she understands that, during the period of vacancy for the other half of the job share, 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, the Department Head, and the WSNA Representative. The County or the Association may, at any time, cancel this agreement after thirty (30) days written notice.

# Scanned Signature Pages

of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney fees.

#### ARTICLE 25 - DURATION

This Agreement shall be effective September 15, 2015 except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st of December, 2016. At least sixty (60) days prior to the first day of January 2017, either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

For the term of this agreement, should the Association have a reasonable and demonstrable belief other employees in the County, represented or unrepresented, excluding binding interest arbitration groups, should achieve a settlement affording employees better wage improvements or medical benefits, the County shall afford the Association an opportunity to bargain regarding the difference between the settlements upon 30 days request to bargain by the Association.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15<sup>th</sup> day of September, 2015.

WASHINGTON STATE NURSES  
ASSOCIATION

N/A  
Negotiating Team Member

N/A  
Negotiating Team Member

Hannek Belonder  
WSNA Nurse Representative

Michael A. Smith for  
Executive Director

WHATCOM COUNTY

[Signature]  
Whatcom County Executive  
Jack Louws

DATE COUNCIL APPROVED:

9/15/15

APPROVED AS TO FORM:

Daniel L. Gibson  
Daniel L. Gibson  
Chief Civil Deputy Prosecutor