

**LETTER OF UNDERSTANDING
TEMPORARY WITH BENEFITS
WASHINGTON STATE NURSES ASSOCIATION**

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and the Washington State Nurses Association, hereafter called "the Union," regarding the Collective Bargaining Agreement January 1, 2021 – December 31, 2022.

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill a temporary position with benefits under the collective bargaining agreement.

1) Temporaries with Benefits

Because of the unique public health crisis caused by the COVID-19 in 2020-2021, the County has identified the need for temporary positions not funded in the County budget as regular on-going positions. These temporary work assignments are ones which are anticipated at the outset to extend beyond the contract limitation for "temporaries" and anticipated to meet the benefit eligibility threshold of eighty (80) compensated hours per month. Work assignments and special conditions will end on the date specified in the letter of appointment, when the work is completed, or when employment is terminated, unless an extension is specifically agreed to by the County and the Union. Temporary positions are intended to supplement the regular workforce, to reduce overtime and facilitate time off for regular staff during periods of unusual public health situations. Temporary positions shall not be used to supplant regular positions.

2) Union Membership and Benefits Eligibility

Temporaries with benefits may join the union in accordance with 2.1 Fair Share Membership and 2.2 Dues Deduction of the CBA.

Upon completion of eligibility requirements, temporaries with benefits will become eligible for Health and Welfare benefits in accordance with Article 23 of the CBA.

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

- Article 5 – Paid Holidays
- Article 6 – Vacations
- Article 7 – Sick Leave

3) Pay & Other Conditions of Employment

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

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

- Regular employment status
- Step Increases
- Seniority
- Longevity
- Paid and unpaid leaves of absence (other than those described above)
- Special pay (such as daily overtime, out-of-class, call-in, emergency telephonic response, etc.)

- Bidding for positions posted within the bargaining unit, although nothing prohibits temporary employees from applying for such positions
- Grievance procedures and arbitration except as such grievances relate to the leaves of absence as described above.

4) **Posting**

Positions filled under this Letter of Understanding will be concurrently posted internally and externally as temporarily funded positions. The time frames and other conditions of Article 14, Hiring and Promotions, of the CBA will not apply to these postings.

5) **Regular Positions**

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

6) **Non-Precedent Setting**

This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by WSNA, employees, or the County under the CBA.

7) **Termination**

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

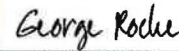
8) **Cancellation**

This Agreement is intended to last no longer than the duration of the COVID 19 crisis. However, either party may cancel this agreement at any time following thirty (30) days written notice to the other.

Name	Signature	Date
Karen S. Goens, Human Resources	 DocuSigned by: 86A0CF2F7638481...	1/29/2021
Mike Sanderson, WSNA Labor Rep.	 DocuSigned by: 8DE4D30D7A1A4AC...	2/1/2021
Satpal Sidhu, County Executive	 DocuSigned by: 7373A1F2A58A4FD...	2/1/2021

Approved as to Form:

DocuSigned by:



659516898582415
Senior Civil Deputy Prosecuting Attorney

1/29/2021

Date

DATE COUNCIL APPROVED: 2-9-2021