

**COLLECTIVE BARGAINING AGREEMENT
By and Between
WHATCOM COUNTY, WASHINGTON**

AND

**INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17**

JANUARY 1, 2017 through DECEMBER 31, 2017

Summary of Changes

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 4.13 Compensatory Time.

c. Cashout. ~~By mutual agreement between the employee and County, the employee may cash out accrued compensatory time at the end of each calendar year.~~ All compensatory time earned shall be cashed out each year in December in the last paycheck of the 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.

ARTICLE 6 - VACATIONS

Section 6.1.1 New Employees. New employees may use accrued vacation beginning the first pay period following completion of their initial probationary period.

ARTICLE 8 - 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 forty (40) hours) off without loss in pay for bereavement in the death of a spouse, state 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.~~ An employee shall be allowed three (3) days off without loss of pay for other immediate family members. Other immediate family is 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 if not covered as other immediate family.

ARTICLE 9 - FAMILY LEAVE

~~**9.1 Qualifying Leaves.** Employees may receive leaves of absence for qualifying circumstances as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Washington Family Care Act, this collective bargaining agreement and other relevant statutes.~~

~~**9.2 Family Care Leave.** Regular and part-time employees who have accrued paid leave available and who have a dependent covered under the Family Care Act with a qualified health condition shall be eligible for Family Care Act leave. An eligible employee is entitled to use any or all of the employee's choice of accrued sick leave or~~

~~other accrued paid time off to care for a legal spouse, registered spousal equivalent (40-hour annual maximum), parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, or to care for a 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. If the Family Care Act leave also qualifies for FMLA and/or the Washington Family Leave Law, they shall be counted concurrently. The duration of leave under the Family Care Act may continue as long as the employee has accrued paid time available and the family member has a qualified health condition.~~

~~**9.2.1 Registration.** Employees must register their spousal equivalent with Administrative Services—Human Resources on the appropriate form before being able to use accrued sick leave for a registered spousal equivalent.~~

~~**9.3 FMLA.** An FMLA-eligible employee may, upon meeting eligibility requirements, take up to twelve (12) work weeks of job-protected leave from work because of their own serious health condition; to care for a spouse, child or parent of the employee with a serious health condition; or to care for a newborn, newly adopted, or foster child. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave. Once an employee has used a total of twelve (12) work weeks of FMLA (paid or unpaid), while employed by Whatcom County, all available accruals must be exhausted during any future FMLA leave before taking unpaid leave. Compensatory time use shall not be deducted from the FMLA leave entitlement. 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.~~

9.1 Family and Medical Leave. The County agrees to provide leave to any eligible employee covered by this Agreement, consistent with the state and federal law. Employees eligible for statutory leave may elect to use any combination of accrued paid leave and unpaid leave. Employees absent due to work-related injury may use paid leave accruals for the portion of pay not provided through time loss.

If an employee has used a total of 480 hours (pro-rated based on FTE) of statutory leave, paid or unpaid, during County employment, he or she will be required to exhaust all but 40 hours of available accruals before using unpaid FMLA leave.

ARTICLE 10 - LEAVES OF ABSENCE

Section 10.2 Military Leave. Compensation, benefits and re-employment rights before, after, and during military leave shall be as outlined in state law, USERRA and County policy. Employees must immediately notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job. Annual military leave with pay will be for a period not exceeding ~~fifteen~~ (15)twenty-one (21) days per year, beginning October 1 and ending the following September 30, unless revised by law.

ARTICLE 11 - COMPENSATION AND RATES OF PAY

Section 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 2017, each wage step will increase by 2.25%.

Effective the first full pay period in 2018, each step in all ranges of the 2017 hourly matrix shall be increased by 2.5%

Note: Process for retroactive payment:

Employees employed on the date this agreement is adopted by the Council shall receive a payment of 2.25% of their year-to-date gross earnings for all hours compensated in 2017 prior to implementation of the 2017 new wage rates (less normal payroll taxes and deductions.) Payment will be included in wages in the pay period following the first pay period the new wage rate is implemented.

ARTICLE 14 - HIRING AND PROMOTIONS

Section 14.1 Job Posting. When vacancies or new jobs occur in positions covered by this Agreement, the County shall email the designated department contacts that the job is vacant and the specific details will be available on the County's internal website. The designated department contact shall ~~post~~ electronically distribute or physically post the email notification notice of said vacancy for six (6) working days. ~~Job postings shall include job title, range, the date and time for closing, and the place to file application materials, and the supervisor's title.~~ It is understood that the County may shift employees within a job classification to fill vacancies without first posting the vacancy.

ARTICLE 23 – GROUP INSURANCE

Section 23.2 Premium Payments.

a) **Medical.** For the Plan Years ~~2015 and 2016~~ 2017, the County shall fund a Cap Medical plan up to ~~\$1,089.50~~ \$1,234.80 per month for each eligible employee for full family medical coverage. For Plan Year 2018, the County shall fund the self-insured Medical Plan at \$1,297 per month for each eligible employee for full family medical coverage. ~~medical coverage under the Cap 2000 Plan, the Contributory Cap Plan, or the Qualified High Deductible Health Plan (QHDHP).~~ Employees will elect their next year's plan choice during an open enrollment period in November.

b) **Medical Schedule of Benefits.** The schedule of benefits for the ~~Cap~~ Self-insured Plans may require modification during the life of the agreement in order that coverage can be provided within the County's contribution as established above. ~~Cap amount.~~ The parties agree that at any time the County may change the schedule of benefits in order to be legally compliant with applicable law or changes in

plan administrator or administration. The parties agree the County is not required to enhance the ~~Cap~~Medical plan~~Plan~~.

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

~~23.2.2-1~~ **Cap-2000 Plan – Non-Qualified High Deductible.** For plan years 2017 and 2018, employees may elect a non-qualified high deductible plan with no payroll deduction. This is the default medical plan.

a. **Non-Qualified High Deductible** The County anticipates the continuation of an employee Non-Qualified High Deductible option as would be constituted/revised following the application of section 23.2 b) (Medical Schedule of Benefits) with no payroll deductions.

~~23.2.3-2~~ **Qualified High Deductible Plan (QHDHP) and Health Savings Account, in conjunction with Cap Plan (QHDHP).** For Plan Years 2017 and 2018, employees may elect to participate in the Qualified High Deductible Plan with no payroll deduction. Employees ~~participating in the Qualified High Deductible Health Plan (QHDHP)~~ may be enrolled in a Health Savings Account (HSA) if otherwise qualified to have such an account. The County will contribute one-time seed money for first time enrollees in ~~2015 or 2016~~ 2017 and 2018 to a voluntary HSA, a total of \$1,250 per employee if signing up as an employee only OR \$2,500 per employee if also signing up to cover dependents. One-half (50%) of the annual HSA contribution amount will be funded in January and the balance will be contributed in eleven (11) equal monthly amounts for the remaining months of the year.

a. **Qualified High Deductible Plan.** The County anticipates the continuation of an employee Qualified High Deductible option as would be constituted/revised following the application of Section 23.2 b) (Medical Schedule of Benefits) with no payroll deductions.

b. **Part-time Employees.** Health Savings Account contributions for part-time employees will be pro-rated based on currently assigned, but not more than their budgeted FTE.

c. **New Hires.** New hires that choose the ~~CAP~~Qualified High Deductible Health Plan (QHDHP) will be eligible to establish a HSA, if they are otherwise qualified to have such an account. The County will contribute to the HSA a total of up to \$1,000 for employee only OR up to \$2,000 for employee if signing up to cover dependents. One-half (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.

~~23.2.1-3~~ **Optional Contributory Cap-Plan.** For Plan Years 2017 and 2018 ~~2015 and 2016,~~ employees may elect to buy-up to the optional Contributory ~~Cap~~ Plan via authorized monthly payroll deduction as set forth in the Summary of Medical

Plan Changes published prior to open enrollment for the next plan year. Should the County's Benefit Consultant's Renewal Projection for 2017 or 2018 be more than amount set forth in Article 23.2 a), modifications to the plan will be made to the plan per Article 23.2 b). of \$84.90.

~~a. **2016 Coverage.** 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 per section 23.2 b) Medical Schedule of Benefits. Any amount required to fund the Contributory Cap Plan for 2016 above the County's contribution of \$1,089.50 per month will be paid by the employees through payroll deduction.~~

NEW 23.3.1 Employees Working Less than 1.0 FTE. Employees in budgeted positions of less than 1.0 FTE, and not participating in a voluntary job share agreement pursuant to LOU #2, shall contribute a prorated cost for the medical plan they chose in relation to their budgeted full-time equivalency (FTE) for full family medical coverage. This provision does not apply to current employees in 0.9 FTE positions hired before January 2017.

ARTICLE 25 – DURATION

This Agreement , including Letters of Understanding #1 and #2 shall be effective upon date of adoption except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st day of December, ~~2016~~2018. ~~Implementation of wage adjustments will be effective the first full pay period of January 2015.~~ Negotiations shall begin at least ninety (90) days prior to expiration.

~~For the term of this agreement, should the Union 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 Union an opportunity to bargain regarding the difference between the settlements upon 30 days request to bargain by the Union.~~