

TA 11/20/21

County: 

Union: 

**LETTER OF AGREEMENT
2020 Extension
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, PROTEC17**

This Letter of Understanding is by and between Whatcom County ("the County") and PROTEC17 ("the Union") regarding the Master Collective Bargaining Agreement ("CBA") dated May 21, 2019 - December 31, 2020.

The parties have met, conferred, and bargained as required by law to extend the CBA through December 31, 2021 as follows:

The parties agree to renew all terms and conditions of the 2019-2020 CBA as provided below:

1. Each wage step in all ranges of the 2020 hourly matrix shall remain as is (Addendum B).
2. Section **23.1 Health & Welfare** will be modified as follows:
The County agrees to make monthly contributions towards the following plans:
 - A. Medical – Washington Teamsters Welfare Trust Plan "B", to include a 3-month Disability Waiver of Contribution in addition to subsection E. Waiver of Contributions below.
 - B. Dental - Washington Counties Insurance Fund (WCIF) Plan D-3, or any successor plan
 - C. Vision – Washington Counties Insurance Fund (WCIF) Standard Plan, or any successor plan
 - D. Life Insurance – employee only coverage through a carrier to be selected by the County in the face amount of \$50,000
 - E. Waiver of Contributions – Washington Teamsters Welfare Trust Employee 9-month Disability Waiver of Contributions Extension
 - F. Plan D Time Loss – Washington Teamsters Welfare Trust \$100 per week
 - G. Long-Term Disability - employee only coverage through a carrier to be selected by the County comparable to the current level of benefit
3. Section **23.1.1 Life** will be struck from the agreement and covered in **Section 23.1 Health & Welfare**.
~~The County agrees to pay the entire employee only premium for life insurance through a carrier to be selected by the County. Life insurance benefits for employees will be equivalent to \$50,000.~~
4. Section **23.1.2 Long-Term Disability** will be struck from the agreement and covered in **Section 23.1 Health & Welfare**.
~~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 comparable to the current level of benefit.~~

5. Section **23.1.3 Disputes** will be struck from the agreement because the County will not deny coverage:
The County and the Union agree that any dispute over a denial of coverage under the medical plan provided in Article 23.1a may be appealed, through Human Resources to the County Executive for final resolution.
6. Section **23.2 Premium Payments** will be modified as follows:
 - a. **County Contribution.** For Plan Year 2021, based on the preceding month's hours, the County shall pay the monthly premium cost of \$1,291 towards A. Medical and F. Plan D Time Loss. The County agrees to pay the appropriate monthly contribution amount necessary to provide B. Dental, C. Vision, D. Life Insurance, E. Waiver of Contributions, and G. Long-Term Disability during the life of this agreement.
~~For Plan Year 2019, the County shall fund a Medical plan up to \$1,297 per month for each eligible employee for full family medical coverage. For Plan Year 2020, the County shall fund the self-insured Medical Plan at \$1,362 per month for each eligible employee for full family medical coverage. Employees will elect their next year's plan choice during open enrollment period in November.~~
 - b. **Employee Contribution.** Should funds designated in Section 23.2 Premium Payments a. County Contribution not be adequate to cover the full contribution for A. Medical and F. Plan D Time Loss, payment via payroll deductions in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program.
~~**Medical Schedule of Benefits.** The schedule of benefits for the 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. 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 Medical 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.
7. Section **23.3 Eligibility Criteria** will be modified as follows:
Contributions will begin the first of the month following eighty (80) compensated hours of employment in one (1) calendar month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall be credited as compensation. Lump sum cash out of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Compensation earned in one (1) month provides benefit coverage in the following month unless stipulated otherwise in plan documents. The County agrees to make contribution into the Benefit Trust Funds, in order to provide the benefits outlined in Article 23 – Group Insurance on behalf of all eligible employees covered by this Agreement. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under the Washington Teamsters Welfare Trust. Benefits shall include the employee, spouse, and dependent children in accordance with the Washington Teamsters Welfare Trust and other Plans.
8. **LOU #2 Job Share Agreement** will be struck from the agreement and the existing job share will be replaced with a one time Grandfathering Agreement.

9. The following sections which pertain to self-insurance will be struck from the agreement:

- 23.2.1 Plan 2000 – Non-Qualified High Deductible
- 23.2.1 a. Non-Qualified High Deductible
- 23.2.2 Qualified High Deductible Plan and Health Savings Account
- a. Qualified High Deductible Plan
- b. Part-time Employees
- c. New Hires
- 23.2.3 Optional Contributory Plan
- 23.2.4 Employee HSA Contribution
- 23.5 Advisory Committee

10. The County is committed to mitigating the negative budgeting impacts of the COVID-19 pandemic while balancing the priority of job stability for its employees.

11. The County agrees to consider future necessary cost savings in the following order:

- Hiring Freeze;
- Reduction of Expenditures;
- Furloughs and closure days; subject to good faith bargaining as required;
- As a last resort and only if necessary, layoffs

12. The Parties agree to continue negotiations in good faith during 2021 for a 2022 Agreement.

13. Any disputes regarding application of this LOU are subject to the CBA grievance procedure.

14. During the life of this agreement, should the County provide an increase in wages to any group of employees not currently bound by a collective bargaining agreement, represented or non-represented, excluding those subject to interest arbitration, the County shall apply the same wage increase to employees covered by PROTEC17

15. This LOU may be amended at any time with mutual agreement of the County and the Union.

The foregoing being the agreement of the Parties is in addition to or replacing such other provisions in the CBA. This Letter of Understanding shall be effective as of the date of Council approval and shall supersede any conflicting provision in the CBA.

Name	Signature	Date
Karen S. Goens, Human Resources		
Alexis Young, PROTEC17		
Karen Estevenin, Executive Director		
Satpal Sidhu, County Executive		

Approved as to Form:

George Roche, Senior Civil Deputy Prosecuting Attorney

Date