

ORIGINAL

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
WHATCOM COUNTY, WASHINGTON  
AND  
TEAMSTERS UNION LOCAL 231 - Corrections


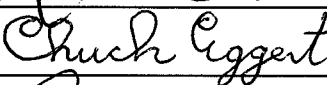
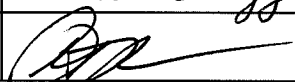
WHATCOM COUNTY  
CONTRACT NO.  
200707009-1

This Memorandum of Understanding is by and between Whatcom County hereafter called "the County" and Teamsters Union Local 231, hereafter called "the Union" regarding the Corrections Deputies Collective Bargaining Agreement (CBA) dated January 1, 2007 - December 31, 2010.

The parties have met, conferred, and bargaining as required by law to extend the Corrections Deputies Collective Bargaining Agreement (CBA) through December 31, 2011. The parties agree to renew all terms and conditions of the 2007 – 2010 Agreement unchanged excepted as provided below:

1. There will be no furlough or an equivalent alternative required for 2009.
2. Section 6.05a(1) will be modified as follows:  
**6.05a(1) County Contribution.** For the calendar year 2007, the County shall contribute up to \$732 per month, up to \$805 in 2008, up to \$886 in 2009, and up to ~~\$916~~\$975 in 2010, and the actual amount required to fund the Cap Plan, but not more than \$1,008 in 2011 towards a medical plan offered by the County. A successor Cap plan may be required to have benefit modifications in order that coverage can be provided within the County's contribution.
3. In lieu of taking unpaid furlough, employees will, as an equivalent alternative defer 2.00% of the 2.50% across-the-board increase scheduled for 2010 until after the 26<sup>th</sup> pay period in 2010.
4. Article 19 will be modified as follows:  
Section 19.01 Effective the first full pay period in 2011, each step in ranges 1 and 2 shall be increased 2.00%.  
  
Section 19.01a Budget Stabilization. The parties acknowledge that the County General Fund has been adversely impacted by recession. To partially assist the County stabilize finances, the parties agree that the 2011 wage increase (section 19.01) shall be deferred until after the 26<sup>th</sup> pay period in 2011.
6. Any disputes regarding application of this MOU are subject to the CBA grievance procedure.
7. The County agrees to continue to inform the Union prior to January 1, 2011 regarding General Fund revenues and expenditures (improvement or weakening) such that should unanticipated fiscal improvement occur the Union can advance the proposition for the cessation of ULF and in such event the County will give serious consideration to such proposal.
8. This LOU may be amended with mutual agreement of the County and the Union's Representatives.

The foregoing being the Agreement of the Parties is in addition to such other agreements made in the Corrections Deputies CBA and this Agreement shall supersede any conflicting provision in the Corrections Deputies CBA. This Agreement shall be effective as of the date of Council approval.

| Name                              | Signature  | Date     |
|-----------------------------------|--|----------|
| Karen Sterling Goens, HR Manager  |  | 1-5-2010 |
| Chuck Eggert, Teamsters Local 231 |  | 01-05-10 |
| Executive's Office                |  | 2-10-10  |

Approved as to Form:

  
Daniel L. Gibson, Senior Civil Deputy Prosecuting Attorney

01/06/10  
Date

Date Approved by Council: 2/9/2010