

Memorandum of Agreement

Between

Whatcom County

&

TEAMSTERS LOCAL UNION #231 - Health Clerical


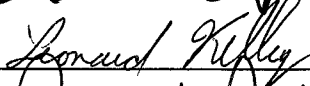
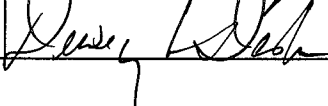
- A. Whatcom County Washington (County) and Teamsters Local Union #231 (Union) are parties to a Health Clerical Collective Bargaining Agreement (CBA) that is in full force and effect and;
- B. The County will be temporarily suspending operations on ten unpaid Closure Days in both 2011 and 2012.
- C. The County and the Union have agreed to the following Closure Day (CD) plan.

NOW THEREFORE IT IS AGREED:

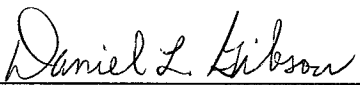
- 1. Within Departments/Divisions receiving all or some support by the general fund, there shall be consistent participation of County employees, represented and non-represented in the CD plan. Perceived inconsistent participation shall be addressed under section 8.
- 2. Each employee under the Health Clerical CBA, hereinafter referred to as "employee(s)," shall observe ten (10) CDs in 2011 and ten (10) CDs in 2012.
 - a. Except in cases outlined in section #3, employees shall observe the attached CDs in Appendix A.
 - b. A 1.0 Full-time Equivalent (FTE) employee shall observe eighty (80) hours of CDs each year and be off work without pay on the days attached.
 - c. CDs shall be pro-rated based upon assigned FTE. For example, a .5 FTE employee shall observe ten (10) CDs, 4 hours each Closure Day for a total of forty (40) hours each year. If an employee working less than 1.0 FTE falls below eighty (80) compensable hours in a month solely due to the CD plan then the employee shall not lose health and welfare benefits nor vacation and sick leave accrual.

- d. CDs will not deprive any otherwise eligible employee from receiving holiday pay.
 - e. Employees slated for layoff shall observe CDs while employed.
 - f. For the purposes of scheduling, employees participating in an "Alternative Schedule" pursuant to the CBA shall utilize existing holiday scheduling procedures during the CD period resulting in no more than eight (8) unpaid hours, or as pro-rated, during a CD workweek. The schedule must provide adequate coverage as determined by the appropriate manager.
3. If an employee is assigned by their Supervisor to work anytime during one of the designated CDs, they shall work and be compensated as provided in the CBA.
 4. Employees assigned to work on a CD shall be off work without pay on an Alternate Closure Day (ACD). Employees shall observe the ACD on the following Friday, unless the supervisor and employee reach mutual agreement otherwise for the same number of hours as worked on the CD.
 5. The County agrees that CD or ACD taken in accordance with this Agreement shall be treated as if the days were compensated for the purpose of accrual and/or maintenance of all benefits.
 6. The CD or ACD will not be considered a working day for the purposes of notice of layoff.
 7. The observance of CD or ACD is certified as an integral part of the County's expenditure reduction efforts as set out in Senate Bill (SB) 6157. The County will comply with certification requirements outlined in SB 6157 and the rules adopted by the Department of Retirement Systems (DRS) for this statute or any extension of such rules.
 8. If the Union should identify a perceived inconsistent participation in CDs, the County shall enter into bargaining with the Union upon receiving the Union's 30-day written demand to bargain regarding such perceived inconsistency.
 9. Any disputes regarding the application of this MOA are subject to the CBA grievance process.
 10. Except for the specific terms of the CBA, it is agreed that the County shall not incur any additional wage or other costs enuring to any employee resulting from the observance of CD or ACD.
 11. This Agreement may be opened by either party upon thirty (30) days written notice and may be amended with mutual agreement of the County and the Union Representatives.

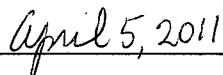
The foregoing, being the Agreement of the Parties is in addition to such other agreements made in the respective CBA. This Agreement shall be effective January 1, 2011.

| Name | Signature | Date |
|-------------------------------------|--|-----------|
| Karen S. Goens, Human Resources |  | 4/5/11 |
| Leonard Kelley, Teamsters Local 231 |  | 3/30/2011 |
| Executive's Office |  | 4/12/2011 |

Approved as to Form:



Daniel L. Gibson, Assistant Chief Civil Deputy Prosecuting Attorney



Date

**APPENDIX A – HEALTH CLERICAL
WHATCOM COUNTY CLOSURE DAYS**

| YEAR | Closure Day |
|-------------|------------------------|
| 2011 | Jan. 28 |
| | Feb. 18 |
| | March 11 |
| | April 8 |
| | May 27 |
| | June 17 |
| | July 1 |
| | Aug. 5 |
| | Sept. 2 |
| | Oct. 7 |
| | |
| 2012 | Jan. 13 |
| | Feb. 17 |
| | March 16 |
| | April 6 |
| | May 25 |
| | June 15 |
| | July 13 |
| | Aug. 31 |
| | Sept. 14 |
| | Oct. 5 |