

Memorandum of Agreement

Between

Whatcom County

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TEAMSTERS LOCAL UNION #231 - Master

- A. Whatcom County Washington (County) and Teamsters Local Union #231 (Union) are parties to a Master 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.


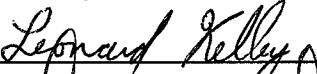
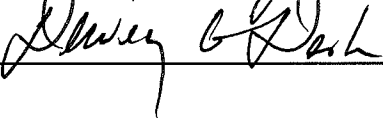
NOW THEREFORE IT IS AGREED:

- 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 9.
- 2. Each employee under the Master 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 or Appendix B, 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 per section 3.01a(6) during the CD period resulting in no more than eight (8) unpaid hours, or as pro-rated, during a CD workweek.
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. During a week in which a CD or ACD occurs, FLSA-exempt employees shall be required to track hours worked and report the hours on the appropriate timesheet, and shall not be compensated in excess of 32 hours in any CD or ACD work week.
 6. 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.
 7. The CD or ACD will not be considered a working day for the purposes of notice of layoff.
 8. 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.
 9. 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.
 10. Any disputes regarding the application of this MOA are subject to the CBA grievance process.
 11. 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.
 12. Department specific provisions are attached in Appendix B.

13. 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.

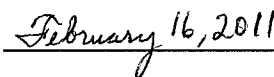
The foregoing, being the Agreement of the Parties is in addition to such other agreements made in the respective CBA. This Agreement shall be effective January 1, 2011.

Name	Signature	Date
Karen S. Goens, Human Resources		2/16/11
Leonard Kelley, Teamsters Local 231		2/16/11
Executive's Office		2/16/11

Approved as to Form:



Daniel L. Gibson, Assistant Chief Civil Deputy Prosecuting Attorney



Date

**APPENDIX A – MASTER
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

**APPENDIX B – DEPARTMENT SPECIFIC INFORMATION
MASTER CLOSURE DAYS**

Juvenile Detention – The four remaining hours of the 28-day, 7(k) exemption schedule will not be worked. They will be unpaid and will count towards 80 Closure Day unpaid hours. The remaining time will be made up in 30 to 60 minute increments each week, depending upon staffing level, as scheduled by management, until 80 hours each year is met.

Public Works M & O – a three-person crew has been assigned to work closure days. The crew will consist of the herbicide crew and one sign crew member which is similar to what has occurred during the 4/10 schedule in the summer to have some Friday coverage. Alternate closure days for 2011 will be January 31, February 22, March 14, April 4, May 31, June 13, July 5, August 1, September 6 and October 10, or a day, before the next Closure Day, that has been mutually agreed upon with the M & O Superintendent.

Public Works, Engineering – construction inspectors may be required to work Closure Days during the construction months. If employees work on a Closure Day, make-up Alternate Closure Days will generally either be days when the contractors are not working or after Labor Day. No more than two Alternate Closure Days can be used in one workweek.

Parks & Recreation – Some Parks operations and maintenance employees will be required to work on Closure Days due to revenue generating activities. If employees work on a Closure Day, make-up Alternate Closure Days will generally either be days when Parks operations are not as busy or before the next Closure Day.

Assessor's Office – Section 3.01a(4) shall continue in effect during a CD and/or ACD week. During a CD week when normally assigned to work a Friday closure day, the employees will observe the Closure Day. If not normally assigned to work a Friday, the Alternate Closure Day will be observed the Thursday before the Closure Day (except the first Closure Day in 2011 – see chart below). Because of the 10-hour/day schedule, eight 10-hour Closure Days will be observed in 2011 and 2012 totaling 80 hours each year.

YEAR	Closure Day	Appraiser A TEAM		Appraiser B TEAM	
		Closure Day	Alternate Closure Day	Closure Day	Alternate Closure Day
2011	Jan. 28	X			Feb 3
	Feb. 18	X			Feb 17
	March 11	X			March 10
	April 8		April 7	X	
	May 27		May 26	X	
	June 17		June 16	X	
	July 1			X	
	Aug. 5			X	
	Sept. 2	X			
	Oct. 7	X			
2012	Jan. 13		Jan. 12	X	
	Feb. 17		Feb. 16	X	
	March 16		March 15	X	
	April 6	X			April 5
	May 25	X			May 24
	June 15	X			
	July 13	X			
	Aug. 31		Aug. 30	X	
	Sept. 14			X	
	Oct. 5			X	