

Memorandum of Agreement

Between

Whatcom County

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PTE Local 17

- A. Whatcom County Washington (County) and PTE Local 17 (Union) are parties to a 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 #10.
- 2. Each employee shall observe ten (10) CDs in 2011 and ten (10) CDs in 2012.
 - a. Except when assigned to work on a CD by a Supervisor in accordance with sections #3 and #4, employees shall observe the attached CDs. (See Calendar Attachments)
 - b. A 1.0 Full-time Equivalent (FTE) employee shall observe eighty (80) hours of CDs and be off work without pay on the days attached, unless assigned by their Supervisor to work on a CD and then section #5 applies.
 - 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.
 - d. 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.

- e. CDs will not deprive any otherwise eligible employee from receiving holiday pay.
 - f. Employees slated for layoff shall observe CDs while employed.
 - g. 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 arising from the CD, or as pro-rated, during a CD workweek. Employees may not work more than ten (10) hours on any workday.
3. If an employee is scheduled by their Supervisor to work anytime from 12:01 AM to Midnight during one of the designated CDs, then the employee shall be compensated for work performed during normal work hours on a CD at their regular rate of pay. For purposes of working on a CD in accordance with this CD agreement only, work assigned between the hours of 5:30 pm and 5:30 am shall be considered outside of the employees "normal" work hours and shall be compensated at the rate of time and one half (1 ½).
 4. If an employee is not scheduled to work by their Supervisor, but is "called back" to work anytime from 12:01 AM to Midnight during one of the designated CDs, then the employee shall be compensated for work performed during "normal work hours" on a CD at their regular rate of pay. For the purposes of working on a CD in accordance with this CD agreement only, work assigned between the hours of 5:30 pm and 5:30 am shall be considered outside of the employees "normal" work hours and shall be compensated at the rate of time and one half (1 ½).
 5. Employees scheduled to work or "called back" to work on all or part of a CD shall be required to "make-up" the same number of hours worked on the CD in the form of Alternate Closure Time (ACT). Employees shall generally observe their ACT during the following week, unless the employee and their supervisor mutually agree to take the ACT on a different date.
 6. FLSA exempt employees:
 - a. During a week in which a CD or ACT occurs, FLSA-exempt employees shall be converted to hourly employees.
 - b. During FLSA conversion FLSA-exempt employees shall be required to track hours worked and report the hours on the appropriate timesheet.
 - c. FLSA exempt employees shall not work in excess of their normal schedule less CD hours in any work week.

7. The County agrees that CD or ACT 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.
8. The CD or ACT will not be considered a working day for the purposes of notice of layoff.
9. The observance of CD or ACT 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.
10. 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.
11. Any disputes regarding the application of this MOA are subject to the CBA grievance process.
12. Notwithstanding any Agreement of the parties 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 ACT.
13. This Agreement 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 and this Agreement shall supersede any conflicting provision in any applicable CBA. This Agreement shall be effective January 1, 2011.

Name	Signature	Date
Karen Sterling Goens, HR Manager		
Carrie Blackwood, Local 17 Representative		
Executive's Office		

Approved as to Form:

Daniel L. Gibson, Assistant Chief Civil Deputy Prosecuting Attorney

Date