

**LETTER OF UNDERSTANDING
BY AND BETWEEN
WHATCOM COUNTY, WASHINGTON
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17**

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and the International Federation of Professional and Technical Engineers, Local 17, hereafter called "the Union" regarding and attached to the IFPTE Local 17 Collective Bargaining Agreement covering the period may 20 , 2008 through December 31, 2012. The below Job Share Agreement form will become effective upon adoption.

The purpose of this Letter of Understanding is to confirm our understanding and agreement that two employees may request a job share arrangement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County. Should the County approve the request, it is understood the employees would be voluntarily electing to share a 1.0 FTE (40 hours per week) position and that the County will only pay for the equivalent of one set of Health & Welfare benefits (medical, dental, vision, and life) subject to the following conditions:

VOLUNTARY JOB SHARE AGREEMENT

This fully executed Agreement must be in place prior to commencement of Job Share

JOB SHARE POSITION:	POSITION ID:
DEPARTMENT:	SUPERVISOR:
PARTICIPANT A:	PARTICIPANT B:
HOURS/MONTH:	HOURS/MONTH:
Health & Welfare Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	Health & Welfare Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No

Agreement.

- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.
- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

Health & Welfare Benefits.

- Participants are eligible to receive employee-only medical, life and long-term disability coverage as well as employee and family dental and vision benefits, provided they meet eligibility requirements. Should an employee desire family medical or family life coverage, contributions shall be deducted from paychecks.
- Participants who elect medical coverage for dependents may elect during the month of November to drop coverage effective the following January 1.
- Participants who initially opt out of health & welfare benefits for dependents may enroll at a later date if a COBRA qualifying event occurs or may, during the month of November, elect coverage beginning the following January 1 if circumstances change. In these situations, the eligibility requirements of each benefit plan must be met before coverage becomes effective.
- The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
- Participants who have not previously been on health and welfare benefits must meet eligibility requirements in the IFPTE Local 17 Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.
- Participants who were on the payroll on November 18, 1997 can maintain their seventy-five (75) hour benefit eligibility threshold in the IFPTE Local 17 Bargaining Agreement while in a job share arrangement. This threshold will apply for eligibility for health & welfare benefits, sick leave accruals, holidays, and vacation accruals.

PARTICIPANT ELECTIONS

CHOICES	PARTICIPANT A (initial choice below)	PARTICIPANT B (initial choice below)
I elect medical coverage for my dependents and I will be obligated to pay via payroll deduction the amount established by the County for this coverage.		
I opt out of medical coverage for my dependents.		

Other Benefits.

- Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.
- Each participant will receive four hours of holiday pay for each holiday where they meet the eligibility criteria in the IFPTE Local 17 Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.
- Accruals will not exceed 0.5 FTE regardless of the number of hours worked. If additional hours are worked, employees will receive extra vacation and/or holiday pay in lieu of accruals per the IFPTE Local 17 Agreement. Effective with implementation of this Agreement, if additional hours are worked, employees will receive compensatory time (hour for hour) in accordance with the vacation and/or holiday pay sections outlined in sections 5.3.2 & 6.4.1.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the IFPTE Local 17 Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the IFPTE Local 17 Agreement.
- To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.
- Since the 1.0 FTE position is Washington State Department of Retirement Systems eligible, participants and the County will contribute to the retirement system.

Compensation.

- Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position.
- After meeting eligibility requirements for longevity, participants will receive one-half the appropriate longevity amount. Effective the first full pay period in January, 2009, per section 11.2, this section will be eliminated.

Schedules and Breaks.

- Participants' work schedules must be approved by, and may be changed by, their supervisor.



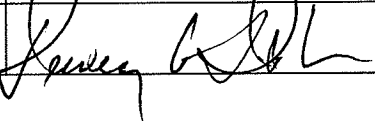
- The following Articles do **NOT** apply to participants:
 - a. Article 4, section 4.1 pertaining to Work Schedules
 - b. Article 4, section 4.3 pertaining to Lunch and Rest Breaks
- Participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

Absence or Vacancy.

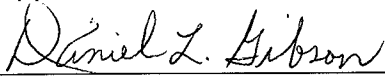
Participants understand that if one participant leaves his or her job share position, a new job share agreement must be executed. Upon separation or movement of a job share participant, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant desires to continue in a job share arrangement and the department concurs, he or she understands that, during a period of absence or vacancy, the remaining participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. No other terms or conditions of this Agreement will change.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head. The County or the Union may, at any time, cancel this agreement after thirty (30) days written notice.

The foregoing being the Agreement of the Parties is in addition to such other agreements made in the Local 17 CBA and this Agreement shall supersede any conflicting provision in the applicable CBA. This Agreement shall be effective as of the last date indicated below.

Name	Signature	Date
Karen Sterling Goens, HR Manager		2-22-2011
Carrie Blackwood, Local 17 Representative		2-14-2011
Executive's Office		2/28/11

Approved as to Form:


 Daniel L. Gibson, Assistant Chief Deputy Prosecuting Attorney

02/25/11
 Date