

TA 11/20/21

County: *M. Keeley*
Union: *AFSCME*

**LETTER OF AGREEMENT
GRANDFATHERING JOB SHARE EMPLOYEES
PROFESSIONAL AND TECHNICAL EMPLOYEES, PROTEC17**

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and Professional and Technical Employees, PROTEC17, hereafter called "the Union" regarding and attached to the PROTEC17 Collective Bargaining Agreement covering the period date of adoption through December 31, 2021.

The purpose of this Letter of Understanding is to confirm our understanding and agreement that LOU #2 Job Share Agreements is no longer available and the two employees (Kerri Wagner and Anna Mostovetsky) in a job share as of November 2020 will be grandfathered one time under this special agreement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County. It is understood the employees are 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) subject to the following conditions:

VOLUNTARY JOB SHARE AGREEMENT

JOB SHARE POSITION:	POSITION ID:
DEPARTMENT:	SUPERVISOR:
PARTICIPANT A:	PARTICIPANT B:
HOURS/MONTH:	HOURS/MONTH:

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 health and welfare benefits per Article 23 – Group Insurance, and they must pay one-half of the County's contribution per Section 23.2 Premium Payments for A. Medical, E. Waiver of Contributions and F. Timeloss, and meet eligibility requirements. Participant contributions are deducted from paychecks through

the Flex 125 program. The County will provide employee-only medical, life and long-term disability coverage as well as employee and family dental and vision benefits, provided they meet eligibility requirements.

- 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 PROTEC 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 PROTEC17 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.

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 PROTEC17 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.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the PROTEC17 Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the PROTEC17 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.
- To be eligible for job-protected leave under the Washington State Paid Family Medical Leave (PFML), 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 the job-protection rights to PFML.
- 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.
- Participants are eligible for overtime pursuant to section 4.4.1.

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
 - c. Article 4, section 4.4 pertaining to Overtime
- 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 when one participant leaves this job share position, a new job share agreement will not be offered. The County will first offer the 1.0 FTE position to the remaining incumbent. If the participant desires to continue in a part-time position, the County will consider the possibility of that option under Section 23.3.1 Employees Working Less than 1.0 FTE. Part-time positions are not guaranteed.

The County or the Union may, at any time, cancel this agreement after thirty (30) days written notice.

Name	Signature	Date
Karen S. Goens, Human Resources		
Alexis Young, PROTEC17		
Karen Estevenin, Executive Director		
Satpal Sidhu, County Executive		

Approved as to Form:

George Roche, Senior Civil Deputy Prosecuting Attorney

Date