

**Addendum E**  
**LETTER OF UNDERSTANDING**  
**JOB SHARE AGREEMENT**  
**WSNA COLLECTIVE BARGAINING AGREEMENT**

WHATCOM COUNTY  
 HUMAN RESOURCES  
 2011 NOV -7 PM 12:53

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and the Washington State Nurses Association, hereinafter called "the Association" regarding the WSNA Collective Bargaining Agreement.

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 not exceed the equivalent of one set of Health & Welfare benefits (medical, dental, vision, life and long-term disability) subject to the following conditions:

**VOLUNTARY JOB SHARE AGREEMENT**

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

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

**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 family dental and vision benefits, provided they meet eligibility requirements. Should an employee desire family medical coverage, contributions shall be deducted from paychecks.
- Participants who initially opt out of medical coverage for dependents may enroll at a later date if a COBRA qualifying event occurs **OR** during the month of November may elect coverage beginning the following January 1.
- If a participant wishes to add a child acquired either through birth or adoption to medical coverage, marries or acquires a newly registered domestic partner, they may do so per the requirements of the Summary Plan Description, which will determine the effective

date of coverage. In these situations, the eligibility requirements of each benefit plan must be met before coverage becomes effective.

- Until paycheck deductions can be made, payment by check is due in time to meet the County's benefit payment schedule (generally payment in the prior month provides coverage for the current month). Multiple monthly payments may be due in order to place dependent on benefits.
- Participants who elect medical coverage for dependents may elect during the month of November to drop coverage effective the following January 1.
- 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 WSNA 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.

### 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 WSNA 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 compensatory time per the WSNA Agreement.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the WSNA Agreement or state or federal law.

- Participants individually accrue and have full use of seniority rights allowed under the WSNA 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 January 1, 2009, per section 11.2, this section will be eliminated.



### **Schedules and Breaks.**

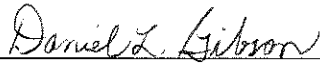
- Participants' work schedules must be approved by, and may be changed by, their supervisor as provided herein. Article 4.1 "Work Schedule" shall apply except as modified by this Job Share Agreement. It is understood that a job share participant is not routinely required to cover for the other job share participant for vacations and sick leave. However, in the event of an extended absence of one job share participant, the other participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. In such circumstances, the County will, when circumstances permit, explore other staffing measures to reduce the impact on the affected participant.
- Notwithstanding Article 4.10, "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.

### **Termination of Job Share.**

- 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 declines the 1.0 FTE position and desires to continue in a job share arrangement and the department concurs, he or she understands that, during the period of vacancy for the other half of the job share, 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, the Department Head, and the WSNA Representative. The County or the Association may, at any time, cancel this agreement after thirty (30) days written notice.

NAME	SIGNATURE	DATE
WSNA Representative		11/04/2011
Pete Kremen, County Executive		11-8-11

Approved as to Form:   
Daniel L. Gibson  
Assistant Chief Deputy Prosecuting Attorney

11/14/11  
Date