

Memorandum of Agreement

Between

Skagit County

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PTE Local 17

- A. Skagit County Washington (County) and PTE Local 17 (Union) are parties to four Collective Bargaining Agreements (CBAs) that are in full force and effect and;
- B. The County and the Union have agreed to the following CCD plan.
- C. The parties have met, conferred and bargained as required by law, and;

NOW THEREFORE IT IS UNDERSTOOD:

- 1. Within Departments supported in part by the general fund there shall be consistent and equal participation of all County employees, Union and non-Union, unless application of this plan results in an increase in cost or unless specific exceptions are outlined in this document.

Each employee shall observe a maximum of twelve (12) CCDs.

- a. CCDs shall be pro-rated based on hours worked. For example, a .5 FTE employee shall observe a maximum of twelve (12) CC ½ days or forty-eight (48) hours of CC and an employee scheduled to work four (4) ten (10) hour days shall not be assigned more than ninety-six (96) hours of CC and shall, to extent possible, be off work without pay on the days listed below.
- b. Employees slated for layoff shall observe CCDs while employed
- c. Except in cases outlined in #2, employees shall observe the following CCDs:

Days in pay period	LWOP Days	Holiday observed
10	Mon Jan 31	
10	Mon Feb 14	
11	Fri Mar 18	

10	Fri Apr 15	
11	Fri May 27	Memorial Day Weekend
10	Fri June 17	
10	Fri July 1	Independence Day
11	Fri Aug 19	
10	Fri Sept 2	Labor Day
10	Mon Oct 17	
10	Mon Nov 14	Veteran's Day
10	Fri Dec 23	Christmas Day

2. If an employee is assigned by their Department Head to work anytime from 12:01 AM to Midnight during one of the designated CCDs outlined above then the following shall apply:
 - a. *Employees shall be compensated for work performed during a CCD in accordance with the appropriate bargaining unit's collective bargaining agreement.*
 - b. The employee shall be required to "make-up" the required CCD time when work is performed on a CCD in accordance with the following:
 - A. Consistent with County needs and workload, employees shall select their own make-up CCD with the approval of the Department Supervisor, Director or Elected Official; and, such selection shall not be unreasonably denied.
 - B. In the event of a schedule conflict relating to employees' requests for make-up CCD, seniority, as established in the CBA, shall be the determining factor. Once granted, an employee may not have their make-up CCD usurped by a more senior employee.
 - C. All make-up CCDs shall be pre-approved by the Elected Official/Department Head or Designee, as provided for herein.
 - D. Employees shall be permitted, but not required, to schedule and take their make-up CCD on a Monday or a Friday, or otherwise add their make-up CCD to other scheduled time away from work.

E. Employees may choose to take their make-up CCD in half or full day increments (pro-rated).

3. FLSA exempt employees:

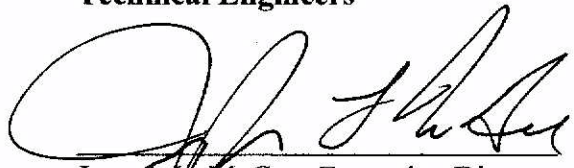
- a. During a week in which a CCD or "make-up" CCD hours occurs, FLSA-exempt employees shall be converted to hourly employees.
 - b. During FLSA conversion FLSA-exempt employees shall be required to track hours worked and report the hours to the Department payroll clerk. If an FLSA exempt employee is not normally required to complete a time card, they will need to track and report their hours to the Department payroll clerk by e-mail (or another method as determined by the Department head).
 - c. No work is to be performed on a CCD unless assigned to do so by the Department Head. If work is performed employees will be compensated for all hours worked including overtime when appropriate and will be required to "make-up" CCD in accordance with this agreement.
4. The County agrees that CCD 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 under the collective bargaining agreement including, vacation, sick leave, health care, family and medical leave, weekly on-call duty pay, and personal holidays. The CCD, or "make up" CCD will not be considered a working day for the purposes of layoff notice.
 5. LWOP taken during medical leave can be counted towards an employee's allotted twelve (12) days of CCD or "make up" CCD if taken after January 1, 2011. It is understood that the County will not be required to provide work or pay for employees during a CCD.
 6. Employees shall not be permitted to use vacation, accrued comp, sick leave, floating holiday or other form of paid leave during one of the designated CCD unless they have already taken twelve (12) days of LWOP due to medical leave.
 7. For the purpose of PERS, CCD or "make up" CCD taken in accordance with this agreement shall be considered "furloughs" and the County agrees to comply with any employer reporting requirements necessary to assist retiring employees calculation of average final compensation so as to include compensation forgone as part of this Agreement.

8. In accordance with prior CCD agreements the County confirms there shall be two (2) additional paid floating holidays (APFH) in 2011, and one (1) APFH in 2012 and 2013 available for employees who participated in CCDs in 2009. The aggregate total number of APFH observed over the observation period shall not exceed the number of CCDs an employee actually took in 2009. This provision expires on December 31, 2013.
9. The County reaffirms its commitments to maintaining the employment of existing staff and shall, unless some budgetary event occurs that no reasonable person under the current circumstances (as of date of final signature) could have predicted or foreseen, forgo the layoff of bargaining unit staff.
10. The employer agrees to explore a VEBA option for retirees to enable retirees to deposit their sick leave cash-out at the time of retirement into a VEBA account.
11. The County agrees that for employees who retire in 2011 there shall be an additional "Bonus Cash-Out". Employees may cash-out 50% of their sick leave bank up to 720 hours. (Maximum cash-out not to exceed 360 hours) All other provisions of the existing sick leave cash-out remain unchanged. If there are CCDs in 2012 then the employer will provide this benefit for employees who retire in 2012.
12. Vacation leave may be accrued and be carried over the next anniversary year to a maximum of 260 hours in 2011 and 2012.
13. If in the opinion of the Union any represented or non-represented employee should achieve a better deal as part of CCD negotiations, the Union may, upon (30) thirty days notice open this agreement to negotiate regarding the inclusion of any perceived better provision into this Agreement.
14. Any disputes regarding the application of this MOA are subject to the CBA grievance process and are subject to arbitration under the same arbitration process currently outlined in the collective bargaining agreement.
15. This Agreement may be amended with mutual agreement of the County and the Union Representatives.

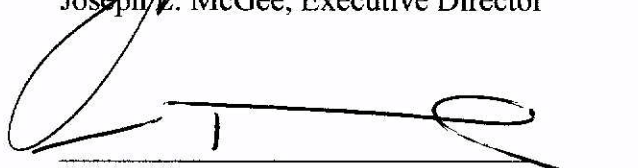
The foregoing, being the Agreement of the Parties is in addition to such other agreements made in the respective CBA and this Agreement shall supersede any conflicting provision in any applicable CBA. This Agreement shall be effective January 1, 2011.

EXECUTED THIS 14 day of April, 2011.

**Local 17, Federation of Professional and
Technical Engineers**



Joseph L. McGee, Executive Director



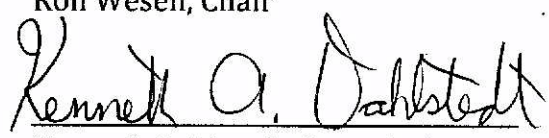
Carrie Blackwood Union Representative/
Director of Internal Organizing and Training

EXECUTED THIS 2 day of May, 2011.

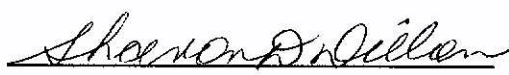
**Board of County Commissioners
Skagit County, Washington**



Ron Wesen, Chair



Kenneth Dahlstedt, Commissioner



Sharon Dillon, Commissioner

Attest:

Amber Klopp, Assistant
Clerk of the Board