

Memorandum of Agreement
(May, 2009)
by and between
Skagit County and IFPTE Local 17

ORIGINAL

- A. Skagit County Washington (County) and IFPTE Local 17 (Union) are parties to four Collective Bargaining Agreements (CBA) that are in full force and effect and;
- B. The County and the Union have agreed to the following Unpaid Furlough Leave (UFL) plan in order to meet the County's \$500,000 Target Budget Shortfall for 2009.
- C. The parties have met, conferred and bargained as required by law, and;

NOW THEREFORE IT IS UNDERSTOOD:

- 1. Within Departments selected by the general fund there shall be consistent and equal participation of all County employees, Union and non-Union, in the UFL plan unless application of the UFL plan results in an increase in cost or unless specific exceptions are outlined in the document.
- 2. A maximum bank of five (5) UFL days shall be created for each subject employee no later than May 20, 2009. Except in cases outlined in this agreement, employees shall observe their allotted unpaid furlough days during a substantial Skagit County shutdown too occur on the following days:

May 22, 2009 (Friday prior to Memorial Day)

July 6, 2009 (Monday after 4th of July)

September 4, 2009 (Friday before Labor Day)

October 12, 2009 (Columbus Day)

December 24, 2009 (Christmas Eve)

- a. Employees shall not be assigned more UFL hours than they are regularly schedule to work in a workweek and no employee shall be assigned more than forty (40) UFL hours. For example an employee who is regularly assigned to work thirty-five (35) hours in a workweek shall be assigned thirty-five (35) hours of UFL and an employee working a regular schedule of four ten (10) hour days shall not be assigned more than forty (40) hours of UFL leave.
 - b. Employees slated for layoff will observe furlough days while employed,
- 3. Unrepresented employees in pay Range 28 and above shall observe the furlough days in accordance with the May 6, 2009 "Furlough Days" memo.
- 4. If an employee is assigned to work during one of the above pre-designated UFL leave days by their Department head then they shall be compensated in accordance with the appropriate Bargaining Unit's collective bargaining agreement.
- 5. FLSA exempt employees:
 - a. During a week in which a furlough occurs, FLSA-exempt employees will be converted to hourly employees.

- b. During a week in which a furlough day occurs, FLSA-exempt employees will be required to track hours worked and report the hours to the department payroll clerk. If you are not normally required to complete a time card, you need to track and report your 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 furlough day 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.
6. When an employee is required by an emergency to actually work on a furlough day during anytime from 12:01am to midnight, then that employee shall be required to make-up the furlough day hours as setout in 7 below. .
7. When an employee is scheduled by the County to work during an UFL day, consistent with County needs and workload, employees shall select their own make-up UFL days with the approval of the Department Supervisor, Director or Elected Official; and, such selection shall not be unreasonably denied.
 - A. In the event of a schedule conflict relating to employees' requests for UFL, seniority, as established in the CBA, shall be the determining factor. Once granted, an employee may not have their UFL day as scheduled usurped by a more senior employee.
 - B. All UFL days must be pre-approved by the elected official/department head or designee, as provided for herein.
 - C. Employees shall be permitted, but not required, to schedule and take their UFL on a Monday or a Friday, or otherwise add UFL days to other scheduled time away from work.
 - D. Employees may choose to take their UFL days in half day increments.
8. The County agrees that UFL days shall be treated as if they were paid days 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 furlough day will not be considered a working day for the purposes of layoff notice.
9. Leave without pay (LWOP) hours taken, for example but not limited to unpaid family and medical leave hours, can be switched for furlough days if taken after April 16, 2009. It is understood that the County will not be required to provide work for employees who have met their furlough day requirement under this provision during a furlough day.
10. If an employee chooses to take an alternative furlough day then one of the days listed above said employee may use vacation, accrued comp, or other paid leave, not including sick leave, for the furlough day/s they wish to substitute, with Department head approval, provided the employee makes up the substituted hours prior to December 31, 2009.

11. The County agrees there shall be one (1) Additional Paid Floating Holiday (APFH) allotted to employees in 2010, two (2) APFH in 2011, and one (1) APFH in 2012 and 2013 available for employees who utilized UFL days in 2009. The aggregate total number of APFH observed over the observation period shall not exceed the number of UFL days an employee actually took in 2009. This provision expires on December 31, 2013.
12. Any disputes regarding the application of this MOA are subject to the CBA grievance procedure.
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 as of the last date indicted below.

For Skagit County

For IFPTE Local 17

By: Bilvie Kadronas

By: [Signature]

Title: HR Director

Title: Union Representative

Date: May 20, 2009

Date: may 19, 2009