

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 through December 31, 2014 per a Memorandum of Agreement dated May 27, 2014 and;
- B. The County and the Union have agreed to the CBA continuation, and;
- C. The parties have met, conferred and bargained as required by law, and;

NOW THEREFORE IT IS UNDERSTOOD:

1. Article 5 Health and Welfare is amended per the attached Addendum A.
2. Article 7, Section 7.1.1 shall be amended by adding: "Floating holidays shall be of 8 hours for FTE=1.0. Floating holidays may be observed on multiple days in hourly increments of not less than one (1) hour."
3. Section 10.1.1 shall be revised to reflect County policy regarding "immediate family"
4. NEW 12.1.1 all agreements

Effective January 1, 2015 step 8 shall be increased by 1.5% and then the wage table for 2013 (Attachment A) shall be increased by 2%

Effective January 1, 2016 the wage table for 2015 (Attachment A) shall be increased by 2%

Payroll shall construct the final wage table based on the above and shall make all rounding decisions.

5. There shall be a new section 18.4" **VEBA** -

18.4 Skagit County has adopted an HRA VEBA plan offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest. Upon adoption by the County each bargaining unit of PTE Local 17 shall be afforded the opportunity to participate. Employee selection regarding plan contributions shall be made once during the life of the CBA. At all times the terms of the official plan documents shall control.

6. Article 22 Section 22.1 shall be revised to reflect an agreement as of the date adopted by the BOCC and through December 31, 2016
 - a. New Section 22.2: Should the County or Union determine there is economic justification, the County or Union may open this Agreement by giving notice to and meeting with the Union or County. The County or Union shall provide the Union or County with the information supporting the County's or Union's determination. The County and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.
 - b. New Section 22.3: The Union reserves the right to open this agreement to bargain economic provisions for calendar year 2016 as well as in the event the Union reasonably believes that the economic provisions granted a bargaining unit, including the unrepresented employees, not represented by PTE Local 17 exceed the terms of this agreement. The County agrees to bargain with the Union in the event the Union effectuates this section.
7. Section A.2.6 (All agreements) Bilingual Pay shall be increased to \$100.00 for eligible months subsequent the adoption of this agreement.
8. Section A.2.8.c DEM Agreement retain language as previously agreed. In all other agreements, on a trial basis add: "Work performed by an employee that **is not** part of the employee's scheduled work period and occurs during an employee's duty week , or during an "incident" or during a "major disaster" where the employee is called to respond to a "scene" or to an "operation center" the called employee shall receive pay at time-and-one-half for such time actually engaged in such work in response to a call notwithstanding that the employee may work less than forty (40) straight-time hours in that individual workweek. The County may on 60 days' notice terminate this provision should an unintended consequence result from its inclusion in the CBA. Upon request of the Union the County will bargain regarding the discontinuance of this section with an interest in its retention with revisions agreeable to the County."
9. 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 CBA.
10. This agreement may be amended with mutual agreement of the County and the Union.

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 indicated below and expires on December 31, 2016.

DATED this 16 day of ^{March} ~~January~~ 2015.

Kenneth O. Dahlstedt
Kenneth Dahlstedt, Chair

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

ATTEST:

Amber Kellogg
Clerk of the Board
Skagit County Board of Commissioners

DATED this 2 day of ^{March} ~~January~~ 2015.

John Lee
PTE Local 17 Executive Director

Arie D. Costello
PTE Local 17 Union Representative

Patty Hubbel
for Britt Pfaff-Dunton
Health Department Steward

Rachel J.
GIS and Planning Group 2 Steward

Margaret
Planning Group 1 Steward

Krista Salinas
Dept. of Emergency Management Steward

Trent Anderson
Planning Group 2 Steward

Addendum A
Skagit County and PTE Local 17 Contract Continuation 2015 and 2016

ARTICLE 5 - HEALTH AND WELFARE

- 5.1 Effective 1/1/2008 (or such later date as the County shall determine) all unit employees shall participate in the Standard Medical Plan, which includes the provisions of section 5.7, (SMP) and shall continue participating in such plan for the duration of their respective agreements with the additional agreement that such SMP may have its benefit levels adjusted from time to time in accordance with the procedures as set out in Sections 5.3, 5.4 or 5.6.
- 5.2 The County shall fund the SMP benefits, accumulation of reserves, and operation as herein provided:
- 5.2.1 The County agrees that it intends to continue the SMP in 2015 and 2016 as it is constituted in 2014 provided:
- a) it is agreed that the Parties will, through the Benefits Committee, transition the SMP to a "Consumer Driven Plan" format with high deductibles and preventative care benefits beginning January 2017, and;
 - b) the SMP actuarial projected cost of operation for 2016 and/or for 2017 does not exceed 10% in any one year for the following year.
 - c) Modification of SMP Benefits as provided in Section 5.6 may occur in 2016 or 2017 if Section b) funding is exceeded.
- 5.2.2 To effectuate the transition this Article 5 will be open for revision during Calendar Year 2016 such that SMP changes will be effective to the SMP commencing January 1, 2017
- 5.2.3 Commencing March 2015 the County will schedule meetings for the Benefits Committee who with the County benefit consultant will explore and develop the 2017 SMP composition. The Benefits Committee must complete its recommendations no later than the date required for County Action to make the revised "consumer driven" SMP available for the 2016 benefits fair for the 2017 SMP.
- 5.2.4 It is understood that as part of the migration to a "consumer driven" SMP concept the County will also explore various plans or arrangements which would provide tax favored programs that provide funding by payroll deduction or County funding allowing employee choice as a consumer/participant in the 2017 SMP

- 5.2.5 All funding set out in Section 5.2 shall exclusively be used for the SMP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.
- 5.3 Should the SMP accumulate “surplus reserves” (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the SMP to provide funding of the SMP for actuarially predictable “bad years”) the Benefits Committee may recommend to the County such SMP benefit improvements as do not weaken the long term sustainability of the SMP at the current and future funding levels plus such increases as the County has agreed to. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.
- 5.4 Should the SMP experience negative actuarial trend experience, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP will remain fully funded by the funds committed by the County to the exclusive funding of the SMP shall meet and make said possible recommendations for the following plan year. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP within the available funding limits. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.
- 5.5 The Benefits Committee may have one representative from each Bargaining Unit, appointed by the Union, as well as a Union Representative. New Benefits Committee members will be afforded an educational/orientation once each year to be presented by the County’s Consultants and the HR Department.
- 5.6 If any change(s) to the SMP is required by the program provider or federal or state law, the Employer shall be required to immediately notify the Union of the required change, bargain (as required by RCW 41.56) until the required dates of change before implementation, and if implemented, bargain the impact of the change.
- 5.7 The Parties agree that this Agreement shall not discontinue the ability of employees to continue participation in Group Health, Optional Dental or HSA at the additional cost to be paid for by the employee.