

Memorandum of Agreement

Between

Skagit County

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PTE Local 17

December 2011

- 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, 2012 per a Memorandum of Agreement dated March 15, 2010 and;
- B. The County and the Union have agreed to the following County Closure Days (CCD) plan to address the County's budget shortfall.
- 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, in this CCD plan unless application of this plan results in an increase in cost or unless specific exceptions are outlined in this document.
- 2. All unrepresented employees shall observe the same CCD as outlined in this agreement or the financial equivalent.
- 3. Each employee will observe a Maximum of nine (9) CCD days.
 - a. CCD days shall be pro-rated based on hours worked. For example, a .5 FTE employee shall observe a maximum of nine (9) CCD $\frac{1}{2}$ days or thirty-six (36) hours of CCD and an employee scheduled to work four (4) ten (10) hour days shall not be assigned more than eighty-one (81) hours of CCD and shall, to extent possible, be off work without pay on the days listed below.
 - b. Employees slated for layoff shall observe CCD days while employed.
- 4. Except in cases outlined in this agreement, employees shall observe their allotted 2012 CCD days during a substantial County closure to occur on the following days:

Days in pay period	CCD Days	Holiday observed
10	Fri Jan 27	
11	Fri Mar 16	
10	Fri Apr 20	
11	Fri May 25	
10	Fri June 15	
10	Fri July 27	
11	Fri Aug 31	
10	Fri Oct 19	
10	Mon Dec 24	Christmas Day

5. If an employee is assigned by their Department Head to work anytime from 12:01 AM to Midnight during one of the designated CCD days outlined in above then the following shall apply:
 - a. Employees shall be compensated for work performed during a closure day in accordance with the appropriate bargaining unit's collective bargaining agreement.
 - b. The employee shall be required to "make-up" the required CCD in accordance with the following:
 - A. Consistent with County needs and workload, employees shall select their own unpaid 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 CCD shall be preapproved 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).

6. FLSA exempt employees (represented and non-represented):
 - a. During a week in which a closure day or “make-up” 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 closure 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 and will be required to “make-up” CCD in accordance with this agreement.
7. The County agrees that CCD taken in accordance with the MOU 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 CCD day will not be considered a working day for the purposes of layoff notice.
8. Other LWOP taken, for example, but not limited to, unpaid family and medical leave hours, can be switched for CCD days if taken after January 1, 2012. It is understood that the County will not be required to provide work or pay for employees during a closure day.
9. If an employee chooses to take/observe an alternative CCD day instead of one of the days listed above said employee may use vacation, accrued comp, or other paid leave, not including sick leave, for the CCD day/s they wish to substitute, with Department Head approval, provided the employee makes up the substituted unpaid hours prior to December 31, 2012.
10. For the purpose of PERS, CCD (or makeup LWOP) 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 CCD agreement.

11. In accordance with prior CCD agreements the County confirms there shall be two (2) additional paid floating holidays (APFH) in 2012 (an increase of 1), and one (1) APFH in 2013 available for employees who utilized CCD days in 2009. The aggregate total number of APFH observed over the observation period shall exceed the number of CCD days an employee actually took in 2009 by one (1) day in 2012. This provision expires on December 31, 2013.
12. The County reaffirms its commitments to maintaining the employment of existing staff scheduled for employment in 2012 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 or the adoption of additional CCD for 2012.
13. The Employer agrees eligible Bargaining Unit employees may participate in the *Retirement/Severance Plan* that has been adopted by the Board of County Commissioners for Unrepresented employees.
14. The County agrees that for employees who retire in 2012 there shall be an additional "Bonus Cash-Out" of an additional 120 hours of sick leave cash-out in addition to the existing maximum of 240 hours for a total of 360 hour maximum cash-out. All other provisions of the existing sick leave cash-out shall apply.
15. Vacation leave may be accrued and be carried over the next anniversary year to a maximum of 260 hours in 2012 and 2013.
16. The parties agree that for all employees laid-off in December 2011 and in 2012 that Article 17, Section 17.8 shall be amended as needed to afford such laid-off employees a seven-hundred and thirty (730) calendar days right of reemployment, provided such employee must notify the County Human Resource office within twenty (20) calendar days of the three-hundred and sixty five (365) days anniversary date of their original layoff date of the laid-off employee's intent to continue employment and to therefore remain on the recall list. Such notice must be provided in writing, verified that it was received electronic mail is acceptable, to the Human Resources Department and the Union.
17. If in the opinion of PTE Local 17 any Union without interest arbitration or exempt in the adopting resolution, should achieve a better deal as part of a CCD negotiations, this agreement may upon 30 days notice be opened by the Union for negotiations regarding the inclusion of any perceived better provision. If another employee group, represented or not, is offered a health care plan coverage option for 2013, as part of CCD Negotiations or otherwise, the Union will have the option of choosing the offered option for 2013 re-opening negotiations for 2013.

18. 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.

19. 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, 2013.

DATED this ____ day of ____ in the year _____.

Sharon Dillon, Chair

Ron Wesen, Commissioner

Kenneth Dahlstedt, Commissioner

DATED this ____ day of ____ in the year _____.

PTE Local 17 Executive Director

PTE Local 17 Union Representative

Health Department Steward

GIS and Planning Group 2 Steward

Planning Group 1 Steward

Dept. of Emergency Management Steward