

Memorandum of Agreement
 (Dec. 2009)
 by and between
 Skagit County and IFPTE Local 17

- A. Skagit County Washington (County) and IFPTE Local 17 (Union) are parties to five Collective Bargaining Agreements (CBA) that are in full force and effect and;
- B. The County and the Union have agreed to the following County Closure Day plan to address the County budget shortfall.
- C. The parties have met, conferred and bargained as required by law, and;

NOW THEREFORE IT IS UNDERSTOOD:

- 1. Within Departments supported by the general fund there shall be consistent and equal participation of all County employees, Union and non-Union, in this 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 are budgeted to not receive a general wage adjustment for 2010 and shall observe the same County Closure Days (CCD)s as outlined in this agreement or the financially equivalent. {note – there may be no LWOP as a monthly person may just have their pay cut by the 4.6% as that is the equivalent}
- 3. Unrepresented Employees in pay ranges twenty-eight (28) and above did not receive a general wage adjustment for 2009 (COLA), but were able to use up to five (5) vacation or sick leave days during the closure days in 2009, shall not receive a general wage adjustment for 2010, and shall observe the same CCD as outlined in this agreement, (including FLSA conversion as outlined in #5) except for the ability to use up to three (3) vacation or sick-leave days during a closure day in 2010 in partial recognition of two (2) years of no general wage adjustments.
- 4. Each employee will observe a Maximum of twelve (12) CCD days.
 - a. CCDs shall be pro-rated based on hours worked. For example, a .5 FTE employee shall observe a maximum of six (6) CCDs or forty-eight (48) hours of CCD and an employee scheduled to work four (4) ten (10) hour days shall not be assigned more than ninety-six (96) hours of CCD.
 - b. Employees slated for layoff shall observe CCDs while employed,
- 5. Except in cases outlined in #6 of this agreement, employees shall observe the following CCDs :

Days in pay period	Pay period	Closure	Holiday	Holiday observed
11	Jan 1-15	Fri Jan 15	Mon Jan 18	Martin Luther King Day
11	Feb 1-15	Fri Feb 12	Mon Feb 15	Presidents Day
12	March 16-31	Fri Mar 19	No holiday	(3 day weekend)
11	Apr 1-15	Fri Apr 2	No holiday	Easter Sunday Apr 4

11	May 16-31	Fri May 28	Mon May 31	Memorial Day
11	June 1-15	Fri June 11	No holiday	(3 day weekend)
11	July 1-15	Fri July 2	Mon July 5	Independence Day
12	Aug 16-31	Fri Aug 20	No holiday	(3 day weekend)
11	Sept 1-15	Fri Sept 3	Mon Sept 6	Labor Day
11	Oct 1-15	Mon Oct 11	No holiday	(3 day weekend)
11	Nov 1-15	Fri Nov 12	Thurs Nov 11	Veteran's Day
12	Dec 16-31	Monday Dec 27	Fri Dec 24	Christmas Day

6. If an employee is assigned by their Department Head to work anytime from 12:01AM to Midnight during one of the designated CCDs outlined in #3 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 as LWOP when work is performed on a CCD in accordance with the following:
 - A. Consistent with County needs and workload, employees shall select their own unpaid make-up LWOP 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 LWOP, seniority, as established in the CBA, shall be the determining factor. Once granted, an employee may not have their make-up LWOP usurped by a more senior employee.
 - C. All make-up LWOP 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 LWOP on a Monday or a Friday, or otherwise add their make-up LWOP to other scheduled time away from work.
 - E. Employees may choose to take their make-up LWOP in half or full day increments (pro-rated).

7. FLSA exempt employees (represented and non-represented):

- a. During a week in which a CCD or "make-up" LWOP 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 #6 above

8. The County agrees that CCD and makeup LWOP 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. A CCD or makeup LWOP taken in accordance with this MOU shall not be considered a working day for the purposes of layoff notice.
9. Other LWOP taken, for example, but not limited to, unpaid family and medical leave hours, can be switched for CCDs if taken after January 1, 2010. It is understood that the County will not be required to provide work for employees during a closure day.
10. If an employee chooses to take observe an alternative LWOP day/s instead of one of the CCDs listed above said employee may use vacation, accrued comp, or other paid leave, not including sick leave, for the CCDs they wish to substitute, with Department Head approval, provided the employee makes up the substituted hours prior to December 31, 2010.
11. Any disputes regarding the application of this MOA are subject to the CBA grievance procedure except that if resolution cannot be reached through the grievance procedure then disputes regarding this agreement are subject to arbitration under the same arbitration process currently outlined in the CBA.
12. 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 LWOP agreement.
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:  _____

By:  _____

Title: ADMINISTRATOR

Title: Union representative

Date: 3-3-10

Date: 2-1-2010