

MEMORANDUM OF AGREEMENT
BY AND BETWEEN SKAGIT COUNTY AND AFSCME UNION
SKAGIT COUNTY CONTRACT #C20220489 IMPLEMENTING
SKAGIT COUNTY COMPENSATION STUDY PHASE 2

Whereas, the AFSCME (Union) and the Skagit County Commissioners and Skagit County Prosecuting Attorney's Legal Support Staff (County) (Union and County are jointly be referred to as "Parties") are parties to a collective bargaining agreement, Skagit County contract #C20220489 (CBA); and

Whereas, the County has conducted a compensation study regarding employee compensation; and

Whereas, the County has an interest in obtaining qualified, diverse applicants for every job opening through, in part, a compensation and benefits plan that recognizes the value of retention and recognition; and

Whereas, the Parties wish to implement the second phase of the compensation study involving leave and salary advancement;

Therefore, the following agreement ("Agreement") was reached.

1. The Parties agree to amend the specified articles and sections of the CBA as set forth below effective 1/1/2024 to reflect the following text. These changes shall be applicable to all employees employed on or after the effective date of this Agreement. The parties agree that they will incorporate these terms into the next full iteration of the CBA. All other Articles, Sections and Appendixes in the current CBA shall remain the same and unchanged.

ARTICLE 8 VACATION LEAVE

- 8.3 All eligible regular full-time or regular part-time employees shall be credited at the end of each pay period of employment with the following amounts of annual leave. Regular part-time employees shall accrue vacation leave on a pro-rated basis.

For the purpose of ease of computation, the vacation schedule may be converted from days to hours based on a ratio of one (1) day equals eight (8) hours.

| Years of employment | Annual Vacation Accrual (days) | Pay Period Accrual (hours) |
|---------------------|--------------------------------|----------------------------|
| 0 | 13 | 4.33 |
| 1 | 13 | 4.33 |
| 2 | 14 | 4.67 |
| 3 | 15 | 5.00 |
| 4 | 16 | 5.33 |
| 5 | 18 | 6.00 |
| 6 | 18 | 6.00 |

| Years of employment | Annual Vacation Accrual (days) | Pay Period Accrual (hours) |
|----------------------------|---------------------------------------|-----------------------------------|
| 7 | 18 | 6.00 |
| 8 | 18 | 6.00 |
| 9 | 19 | 6.33 |
| 10 | 21 | 7.00 |
| 11 | 21 | 7.00 |
| 12 | 22 | 7.33 |
| 13 | 22 | 7.33 |
| 14 | 22 | 7.33 |
| 15 | 24 | 8.00 |
| 16 | 25 | 8.33 |
| 17 | 25 | 8.33 |
| 18 | 25 | 8.33 |
| 19 | 26 | 8.67 |
| 20 | 26 | 8.67 |
| 21+ | 27 | 9.00 |

- 8.5 Vacation leave may be accrued and be carried over to the next anniversary year to a maximum of three hundred and twenty (320) hours (for forty (40) hour work week employees) or pro-rata for employees working less than a forty (40) hour work week, with the consent of the Elected Official. Employees who reach the maximum accrual allowable shall cease to accrue additional vacation hours until such time as the accrual falls below the cap.
- 8.7 Upon resignation or termination, an eligible employee who has satisfactorily completed the probationary period with at least one (1) full year of continuous employment, who resigns with a minimum of two (2) weeks' notice, except in cases of emergency, will be paid accrued but unused vacation leave through the date of termination up to a maximum of forty (40) working days or three hundred and twenty (320) hours, whichever is less (except when additional accrual has been authorized by the Board of County Commissioners).

ARTICLE 9 - SICK LEAVE

- 9.1 Cumulative sick leave with pay shall accrue to each employee at the rate of one (1) working day of leave for each calendar month of service (i.e.: 0.0462 hours per compensated straight time hour up to ninety-six (96) hours in any one calendar year), and shall continue to accumulate while on sick leave or vacation, and shall not exceed twelve hundred (1200) hours for forty (40) hour work week employees or one thousand fifty (1050) hours (for thirty-five (35) hour work week employees). Accumulation of sick leave beyond twelve hundred (1200) hours on December 31 of the year of accrual will cause the employee to lose those hours accrued beyond 1200.
- 9.7 **EMPLOYEE SEPARATING SERVICE:** Regular full-time or regular part-time employees with five (5) years or more of service may cash-out 25% of

their sick leave bank, only if they separate employment in good standing. (Cash-out not to exceed 80 hours).

RETIREE SICK LEAVE CASH-OUT: Regular full time or regular part time employees who retire may cash-out 50% of their sick leave bank payable separation from services (Cash-out not to exceed maximum of 320 hours).

DEATH SICK LEAVE CASH-OUT: Regular full time or regular part time active employees upon death is cashed out at 100% of accrued sick leave.

ATTACHMENT A- SALARY SCHEDULES

| DURATION (MONTHS) | 12 | 12 | 48-12 | 48-12 | 48-12 | 48-12 | 4812 | |
|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| PAY PERIOD: | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |

2. Voluntary Agreement. The Parties have had a full opportunity to review this Agreement, consult with legal counsel, and acknowledge that they executed it freely and voluntarily.
3. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, all of the other provisions shall remain valid and enforceable notwithstanding, unless the provision found to be unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the Parties in the absence thereof.
4. Entire Agreement: This Agreement is intended to be a full and final resolution of this matter and sets forth the entire agreement between the Parties. Should it become necessary to enforce the terms of this Agreement, any such action shall be brought under the grievance procedure of the relevant CBA, and the laws of Washington State shall apply.
5. No Precedent. The Parties agree that this MOU is non-precedent setting, should not be construed as a waiver of either of the Parties' rights, and shall not limit, restrict, prevent, or require the County or the Union to agree to similar terms in the future.
6. Counterparts; Electronic Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic copy shall be deemed the same as an original.

Skagit County HR signature


Bonnie Boddall

AFSCME Union Signature

[Signature]

DATED this 4 day of March, 2024.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Peter Browning, Chair



Lisa Janicki, Commissioner



Ron Wesen, Commissioner

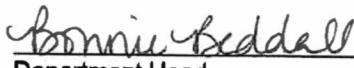
Attest:



Kari Utterims
Clerk of the Board

For contracts under \$5,000
Authorization per Resolution R20030146

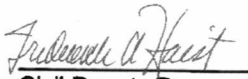
Recommended:



Bonnie Beddell
Department Head

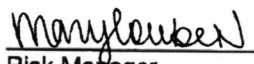
County Administrator

Approved as to form:



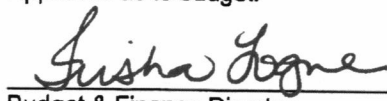
Frederick A. Heist
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Maryleuben
Risk Manager

Approved as to budget:



Lisha Logne
Budget & Finance Director