

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN SKAGIT COUNTY AND INLANDBOATMEN'S UNION OF THE
PACIFIC
SKAGIT COUNTY CONTRACT #C20230484 IMPLEMENTING
SKAGIT COUNTY COMPENSATION STUDY PHASE 2**

Whereas, the Inlandboatmen's Union of the Pacific (Union) and the Skagit County Commissioners (County) (Union and County are jointly be referred to as "Parties") are parties to a collective bargaining agreement, Skagit County contract #C20230484 (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 employee employed on or after the effective date of this Agreement. The Parties agree that they will incorporate these terms in to the next full iteration of the CBA. All other Articles, Sections and Appendixes in the current CBA shall remain the same and unchanged.

RULE 13 JOB CLASSIFICATION AND PAY PLAN

- 13.03 Effective January 1, 2024 all bargaining unit employees shall be assigned a position classification within Attachment A to this agreement. New employees will normally be hired at Step 1. Progression beyond Step 1 will normally occur according to the following schedule position classification within Attachment A to this Agreement. New employees will normally be hired at Step 1. Progression beyond Step 1 will normally occur according to the following schedule:

1-2	12 months (2080 hours)
2-3	12 months (2080 hours)
3-4	12 months (2080 hours)
4-5	12 months (2080 hours)
5-6	12 months (2080 hours)
6-7	12 months (2080 hours)
7-8	12 months (2080 hours)

RULE 16 VACATION LEAVE

16.01 Regular full-time crew members shall receive vacation leave on the following basis:

104 hours (Ten point four (10.4) days) from zero through thirty six months of service.

150 hours (Fifteen (15) days) after thirty six (36) months service.

200 hours (Twenty (20) days) after one hundred twenty (120) months service.

230 hours (Twenty-three (23) days) after two hundred forty (240) months service.

Each employee's anniversary date shall be twelve (12) months after entering the service of the Employer.

16.02 Regular part-time employees shall receive vacation credits on a pro rata basis, based on one hundred seventy-three (173) hours per month. Regular part-time employees will move up to the next vacation accrual level on the following basis:

104 hours (Ten point four (10.4) days) from 0 through 6,227 hours.

150 hours (Fifteen (15) days) after 6,228 hours.

200 hours (Twenty (20) days) after 20,760 hours.

230 hours (Twenty-three (23) days) after 41,520 hours.

16.04 Each employee who has satisfactorily completed the probationary period, a minimum of twelve (12) months of continuous service, and who resigns with a minimum of two weeks' notice, shall receive his/her accumulated vacation benefits per Rule 16.07.

16.07 Vacation leave is cumulative to a total of four hundred (400) hours, after which time, if not taken, it shall lapse month by month. At no time can an employee have more than four hundred (400) hours vacation credit. Upon retirement or termination, an employee may elect to cash out up to three hundred and twenty (320) hours of accrued vacation time.

RULE 17 SICK LEAVE

17.07 ***Employee Separating Service.*** Regular full time or regular part time employees with five (5) years or more of service and who separate from employment while in good standing, may cash out 25% of their sick leave bank. (Cash out not to exceed 80 hours.)

17.08 ***Retiree Sick Leave Cash Out.*** Regular full time or regular part time employees with five (5) years or more of service and who retire from employment while in good standing, may cash out 50% of their sick leave bank. (Cash out not to exceed 320 hours.)

17.09 ***Death Sick Leave Cash Out.*** Upon death, regular full time or regular part time active employees will receive a cash out of 100% of their accrued sick leave.

ATTACHMENT A- SALARY SCHEDULES

RANGE	DURATION (MONTHS)								
	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	12	12	12	12	12	12	12	12	12

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

Inlandboatmen's Union of the Pacific

Bonnie Beddall


2-1-24
Date

Christopher M. Silver


2-1-24
Date

DATED this 20 day of February, 2024.


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



Peter Browning, Chair



Lisa Janicki, Commissioner



Ron Wesen, Commissioner

Attest:

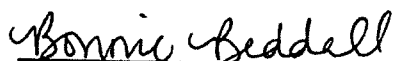


Linda Hammer
Clerk of the Board

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

County Administrator

Recommended:




Bonnie Beddell
Department Head

Approved as to form:



Frederick A. Heist
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Bonnie Beddell
Risk Manager

Approved as to budget:



Trisha Logne
Budget & Finance Director