

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN SKAGIT COUNTY AND PROTEC17 UNION  
SKAGIT COUNTY CONTRACT #C20220413 IMPLEMENTING  
SKAGIT COUNTY COMPENSATION STUDY PHASE 2

Whereas, the PROTEC17 (Union) and the Skagit County Commissioners and Skagit County DEM, Public Health, GIS, Planning & Development Services (County) (Union and County are jointly be referred to as “Parties”) are parties to a collective bargaining agreement, Skagit County contract #C20220413 (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**

- 8.1 All employees shall be credited at the end of each pay period:

<b>Years of employment</b>	<b>Annual Vacation Accrual</b>	<b>Pay Period Accrual</b>
<b>0</b>	<b>13</b>	<b>4.33</b>
<b>1</b>	<b>13</b>	<b>4.33</b>
<b>2</b>	<b>14</b>	<b>4.67</b>
<b>3</b>	<b>15</b>	<b>5.00</b>
<b>4</b>	<b>16</b>	<b>5.33</b>
<b>5</b>	<b>18</b>	<b>6.00</b>
<b>6</b>	<b>18</b>	<b>6.00</b>
<b>7</b>	<b>18</b>	<b>6.00</b>
<b>8</b>	<b>18</b>	<b>6.00</b>
<b>9</b>	<b>19</b>	<b>6.33</b>

<b>Years of employment</b>	<b>Annual Vacation Accrual</b>	<b>Pay Period Accrual</b>
<b>10</b>	<b>21</b>	<b>7.00</b>
<b>11</b>	<b>21</b>	<b>7.00</b>
<b>12</b>	<b>22</b>	<b>7.33</b>
<b>13</b>	<b>22</b>	<b>7.33</b>
<b>14</b>	<b>22</b>	<b>7.33</b>
<b>15</b>	<b>24</b>	<b>8.00</b>
<b>16</b>	<b>25</b>	<b>8.33</b>
<b>17</b>	<b>25</b>	<b>8.33</b>
<b>18</b>	<b>25</b>	<b>8.33</b>
<b>19</b>	<b>26</b>	<b>8.67</b>
<b>20</b>	<b>26</b>	<b>8.67</b>
<b>21+</b>	<b>27</b>	<b>9.00</b>

- 8.6 Accrual of vacation leave is based upon an employee's regular weekly work schedule including regular hours worked, paid holidays, vacations, sick leave or bereavement leave and excluding overtime hours and other unpaid leave of absence periods. Vacation leave may be accrued and be carried over to the next anniversary year to a maximum of 320 hours. An employee's earned vacation leave accrual shall not exceed said 320 hours by said employee's anniversary date.
- 8.8 An eligible employee who has satisfactorily completed probationary period with at least one full year of continuous employment who resigns with a minimum of two weeks notice will be paid accrued but unused vacation time up to the maximum allowable based on years of service through date of termination not to exceed forty working days or three hundred 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 regular full-time employee at the rate of (1) working day of leave for each calendar month of service, and shall continue to accumulate while on sick leave or vacation. Regular part-time employees shall accrue sick leave on a pro-rated basis. Total accumulation shall not exceed one hundred fifty (150) days at full pay. An employee shall be paid for accumulated sick leave in accordance with 9.8.

**APPENDIX A / B / C / D- WAGE TABLES**

RANGE	DURATION (MONTHS)								
	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	12	12	18-12	18-12	18-12	18-12	18-12	18-12	

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


PROTEC17 Union

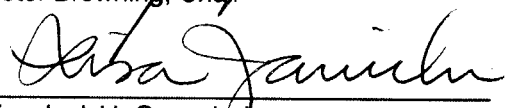
Bonnie Beddall      1/31/24  
Date

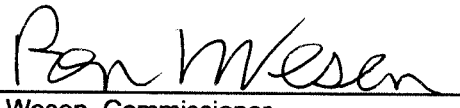
[Signature]      01/30/2024  
Date

DATED this 20 day of February, 2024.

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

  
\_\_\_\_\_  
Peter Browning, Chair

  
\_\_\_\_\_  
Lisa Janicki, Commissioner

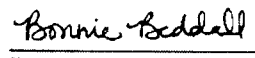
  
\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

  
\_\_\_\_\_  
Linda Hammer  
Clerk of the Board

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

Recommended:

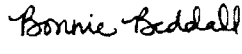
  
\_\_\_\_\_  
Bonnie Beddall  
Department Head

\_\_\_\_\_  
County Administrator

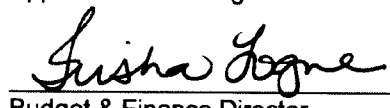
Approved as to form:

  
\_\_\_\_\_  
Frederick A. Hiest  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
\_\_\_\_\_  
Bonnie Beddall  
Risk Manager

Approved as to budget:

  
\_\_\_\_\_  
Lisha Logne  
Budget & Finance Director