

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN SKAGIT COUNTY AND TEAMSTERS UNION
SKAGIT COUNTY CONTRACT #C20230138 IMPLEMENTING
SKAGIT COUNTY COMPENSATION STUDY PHASE 2**

Whereas, the Teamsters (Union) and the Skagit County Commissioners and Skagit County Juvenile Corrections Employees (County) (Union and County are jointly be referred to as "Parties") are parties to a collective bargaining agreement, Skagit County contract #C20230138 (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 7 VACATION LEAVE

- 7.1 All employees shall be credited at the end of each pay period of full-time employment with the following proportionate amounts of annual leave:

Years of employment	Annual Vacation Accrual	Pay Period Accrual
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
7	18	6.00
8	18	6.00
9	19	6.33

Years of employment	Annual Vacation Accrual	Pay Period Accrual
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

- 7.7 Vacation leave may be accrued and be carried over to the next anniversary year to a maximum of three hundred and twenty (320) hours with the consent of the Department Head. Employees who reach the maximum accrual allowable shall cease to accrue additional vacation hours until such time as the accrual falls below the cap
- 7.8 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 emergency situations will be paid accrued but unused vacation leave through the date of termination up to a maximum of forty (40) days.

ARTICLE 8 - SICK LEAVE

- 8.2.1 Carryover: Employees may carryover from one calendar year to the next up to one hundred fifty (150) days (not more than 1200 hours) of earned but unused sick leave. Accumulated amounts over the carryover max will be deducted from an employee's sick leave bank effective January 1st of each calendar year. 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.

APPENDIX A- WAGE TABLE

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	12-12	1812		

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

Teamsters Union (Juvenile Corrections)

James Lewis

3/1/24
Date

Richard J. Emery

3-1-24
Date

DATED this 11 day of March, 2024.

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

ABSENT

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:

Joan Lewis For BB
Department Head

County Administrator

Approved as to form:

Judith A. Hest
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryloube
Risk Manager

Approved as to budget:

Justin Logan
Budget & Finance Director