

# **AGREEMENT**

between

**ISLAND COUNTY, WASHINGTON**

and

**LOCAL 1845 - I OF THE WASHINGTON STATE COUNCIL**

**OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO**

## **Covering the Engineering, Road and Solid Waste Divisions**

of the Island County, Public Works Department

January 1, 2025 through December 31, 2027



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Covering the Engineering, Road, and Solid Waste Divisions  
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2025 - 2027 LABOR AGREEMENT

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The Board of County Commissioners of Island County, Washington, hereinafter known as the Employer, and Local 1845-I of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter known as the Union, do hereby reach agreement for the purpose of enhancing the material conditions of the employees, promote the general efficiency of the departments, to eliminate as far as possible political consideration from policy, and to promote the morale, well-being, and security of the employees.

## **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all regular full-time employees and employees appointed to a regular position of less than a full year in the Engineer, Road, and Solid Waste Divisions of the Island County Public Works Department, including all positions listed in Appendix E and excluding temporary employees, part-time, or seasonal employees except as herein otherwise provided and all other employees.
- 1.2 Employees who work part-time or seasonal shall be considered regular bargaining unit employees after six consecutive calendar months of employment.
- 1.3 The union reserves the right to grieve a supervisor's performance of unit work where such supervisor's work effectively supplants a regular bargaining unit position

## **ARTICLE 2 UNION DUES DEDUCTION**

- 2.1 Within one-hundred-eighty (180) days of hire or transfer into the bargaining unit, each employee shall attend a 30-minute orientation session with a designated Union representative where such meeting time and place is prearranged by mutual agreement with Human Resources. The purpose of the orientation is for the Union to provide

information related to coverage under this Agreement and enrollment in Union membership and/or dues deduction.

- 2.1.1 The Employer and the Union agree that employees covered under this Agreement hired on or after its effective date shall, by the one-hundred-eighty-first (181st) day following the beginning of such employment, make an election whether or not to become a member of the Union in good standing.
- 2.2 Upon the receipt of a written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues, as certified by the Union's Labor Representative, and shall transmit the same to the Union's Labor Representative. Any employee who has submitted written authorization but thereafter seeks to discontinue such payment may do so effective immediately upon written request to both the County and the Union to discontinue such wage deduction.
- 2.3 The Employer will provide a monthly written report to the Union's Labor Representative, for employees with a current written dues deduction authorization on file with the County and transmitted along with the transfer of deducted dues owed to the Union ("the transferred amount"). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and 2) the amount withheld and transmitted on behalf of that individual.
- 2.4 The Employer will provide notice, within 30 days to the Union when a new employee is hired or added into the Bargaining Unit.

### **ARTICLE 3 - UNION MANAGEMENT RELATIONS**

- 3.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by the authorized representatives of the Union consisting of no more than six (6) employee members and the Employer's representatives.
- 3.2 Agreements reached between parties to this Agreement shall become effective only when signed by the President of Local 1845-I, a Representative of Washington State Council 2, and the Board of County Commissioners.
- 3.3 The parties agree that in their service to the public and in their mutual relations they will provide equal opportunity and treatment for all without unlawful discrimination on account of race, color, creed, national origin, sex, age, marital and/or family status, political affiliation, disability, sexual orientation or gender identity as defined by applicable Washington laws, or Union activities.
- 3.4 **Labor/Management Meetings:** If the Union wishes to address issues in a department, the Union will request to meet with the Department Head with or without employees present, as agreed by the parties, to discuss Union concerns directly with Management. If Management has concerns it would like addressed by the Union the same procedure for setting a meeting will apply.
  - 3.4.1 The need to address County wide or multiple department issues may be addressed through the County's Labor Representative who will include additional management as needed or requested.

3.4.2 In order to promote the free and unobstructed exchange of concepts, concerns, possible change and ideas the Union and Employer agree to the following ground rules for declared/scheduled Labor/Management Meetings:

- A. The meeting is for the frank and candid discussion of issues with the purpose of problem resolution not confrontation. All discussions are off the record and are not to be used by either party as evidence supporting any past, current, or future dispute. The intent is that evidence is not admissible as provided in Evidence Rule 408.
- B. Agreements or accommodations made in this process are not binding, do not modify the labor agreement, and do not establish a precedent or past practice.
- C. The Union must make an appointment with management, establish an agenda of items to be discussed or raised and advise management who it anticipates will be attending the meeting. Management agrees to schedule a meeting, proposed in advance by the Union, within a reasonable time. Management may have the Human Resources Manager and/or their Labor Representative present at the meeting. Employees may have a Union Representative present
- D. Any discussion having an economic or budgetary impact must be approved by the Board of Island County Commissioners.

## ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 Grievance Steps - Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

4.1.1 Step 1 - The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor, or designee, within ten (10) working days of its occurrence, or within ten (10) working days from their knowledge of its occurrence. The supervisor, or designee, shall then attempt to resolve the matter and shall respond within five (5) working days.

4.1.2 Step 2 - If the grievance has not been resolved, it shall be presented, in writing, within ten (10) working days, by the Union steward to the Department Head, or designee, who shall respond, in writing, to the Council 2 representative and the Union steward filing the grievance (with a copy of the response to the Local Union President) within ten (10) working days. The Union shall provide the employer with a current list of authorized representatives. The written grievance shall include:

- a) The Article(s) of the Agreement allegedly violated;
- b) The facts of the matter; and
- c) The remedy sought.

d) Job Descriptions are only summaries of the Employer's work assignments. Accordingly, no Grievance shall be based on or include claims regarding the content of any job description provided, however this section shall not modify any specific out-of-class language in this Agreement.

4.1.3 Step 3 - If the grievance still remains unresolved, it shall be presented by the Union steward or Council 2 representative, in writing within twenty (20) working days, to the Board of Island County Commissioners, who shall respond, in writing, to the grievant, (with copies to the Union steward, Council 2 representative and Local Union President) within twenty (20) working days.

4.1.4 Step 4 - If the grievance is still unresolved, either party may, within thirty (30) calendar days after the reply of the Board of Island County Commissioners is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within fifteen (15) working days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to provide a panel of eleven (11) arbitrators residing in Washington/Oregon and familiar with public sector labor arbitration. The requesting party shall pay the FMCS fee. Both the Employer and the Union shall then strike one (1) name. The Process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

4.1.5 Arbitrators are restricted to deciding if a violation of the specific provisions of this agreement has occurred. Arbitrators shall not add to or disregard any provision of this agreement. No Arbitrator shall substitute their judgment for that of Management and shall have no authority to determine the severity of discipline unless such discipline is unreasonable.

4.2 Processing Grievances During Working Hours - Stewards shall be allowed reasonable time off without loss of pay for meetings with the Employer regarding pending grievances. Such stewards shall obtain permission from their respective department head, and such time off shall be granted provided that there are employees sufficient to perform the work required and that such time off does not result in any added cost to the Employer.

4.3.1 Time Limits - Time limits as contained above shall be strictly adhered to except as waived in writing by the parties. In the event that the Union does not submit a grievance to the next step within the specified time limit, the Employer shall consider it resolved. In the event that the Employer does not respond within the specified time limit, the Union shall submit it to the next step in the procedure for resolution.

4.3.2 Working Days for the purposes of the grievance procedure shall be Monday through Friday, excluding legal holidays.

## ARTICLE 5 - SENIORITY

- 5.1 Subject to the provisions set forth in this Article, seniority shall prevail between qualified employees when vacancies or new jobs occur, subject however, to the senior member possessing the proper qualifications and abilities for the job assignment. The Employer shall be the judge of employee qualification and abilities provided, however, such judgment shall be exercised fairly.
- 5.2 Employees shall accrue and utilize Paid Time Off (PTO) as set forth in Appendix F, and shall be employed in regular employment for a period of twelve (12) months from their most recent hire date to be eligible for seniority rights as these rights apply toward advancement and/or layoff.
- 5.3 Seniority shall date from first day of the most recent employment as a regular employee under this agreement including the six (6) months trial period.
  - 5.3.1 Regular employees appointed for less than a full year of employment will earn prorated seniority on a monthly basis earning one (1) month of seniority for each month in which they perform work.
- 5.4 Seniority shall terminate by discharge for cause or by voluntarily leaving County service under this Agreement. Any employee laid off shall remain on the recall list for a period of twelve (12) months commencing the month following the month of actual layoff and seniority shall terminate thereafter if not recalled during the twelve (12) months of layoff.
- 5.5 Job Openings: Whenever a regular full-time opening occurs within the bargaining unit, a notice of the opening shall be provided to all county departments through the Human Resources Department. The notice shall list the qualifications required for the position, the rate of pay, and the benefit levels of the position. There is no opening when the employer has determined to retain the incumbent employee filling a position which is reclassified.
  - 5.5.1 Seasonal or temporary workers shall not be employed so as to supplant regular bargaining unit employees.
- 5.6 Any qualified individual from inside the bargaining unit or from outside the bargaining unit is eligible to apply for any job opening. Filling openings from within the bargaining unit is desirable when any employee has the qualifications and abilities necessary for the positions in question. The employer in its discretion may fill the opening based on superior qualifications and abilities. The employer in its discretion shall determine the qualifications and abilities for the position provided such judgment is exercised fairly, and further provided that experience within the bargaining unit will weigh heavily in favor of qualification. Management may also consider a current employee's employment history in determining qualifications and abilities. In the event two or more applicants are equally qualified, the tie shall be broken by giving preference to applicants currently working at the shop/office having the vacancy and second, greater seniority. In the event

an employee is not selected for promotion, a written explanation of why the employee was not selected shall be furnished.

5.7 If an employee's hours are involuntarily reduced, the employee is eligible to use the provisions of this section. When and if it becomes necessary to lay off any regular employee within the department, the last person hired shall be the first laid off, and the last laid off shall be the first rehired, provided qualifications and abilities are equal. However, an employee may be retained out of seniority on the basis of being the only employee in a shop/office who has special training or skills necessary for the performance of the job. The Employer shall be the judge of employee qualification and abilities provided, however, such judgment shall be exercised fairly. The Employer agrees that it shall not subcontract the work of employees while they are on layoff status.

Prior to laying-off regular employees the County will first lay-off temporary, seasonal and probationary employees within the same classification.

5.8 Any employee who has been offered a position and refused said position shall not have a later right to displace the holder of said position.

5.9 In the event of a question as to the qualifications or capabilities of an employee applying for a position of a different qualification within the department, the matter shall first be taken up with the Employer. If the decision of the Employer is not satisfactory to the employee involved, the employee shall then have recourse to the provisions in Article 4 of the Agreement.

5.10 Departmental-wide seniority list shall be established and provided to the Union each January.

5.11 Employees assigned to a position of a different qualification shall serve a six (6) month probationary period. If the employee does not successfully complete this probationary period, he/she shall revert to their former position in the bargaining unit.

## **ARTICLE 6 - HOLIDAYS**

6.1 The following legal paid holidays shall be recognized:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

In addition to the above, the Board of Island County Commissioners may designate additional holidays by December 31 of each year that will be recognized in the following year.

6.1.1 Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

- 6.2 Whenever a holiday falls during a period when an employee is on PTO or WSL, the employee will not be charged for such leave.
- 6.3 Whenever an employee is required to work on an observed holiday, such employee will receive payment at a rate of two (2) times their basic hourly rate. In addition, whenever Christmas is not observed on the actual Holiday then work performed on Christmas shall receive payment at a rate of two (2) times their basic hourly rate in addition to their regular holiday pay.
- 6.4 Four Tens (4-10's) Holiday - Holidays shall be paid at eight (8) hours. Employees may top up with PTO or compensatory time when available. In the alternative, the work week may revert to five eights (5-8's) for the week of the holiday. The holiday week will be four tens (4-10's) or five eights (5-8's) as the department schedules it.
  - 6.4.1 Pursuant to Section 11.1, the Bargaining Unit may request the work week be 5/8s on holiday weeks.
- 6.5 Unpaid holidays for reasons of faith or conscience may be taken per Article III.7 of the Personnel Policy and Procedures Manual

## **ARTICLE 7 – RESERVED**

## **ARTICLE 8 – RESERVED**

## **ARTICLE 9 - BEREAVEMENT LEAVE**

- 9.1 It is hereby mutually agreed that in the event of a death in the immediate family of an employee, such employee shall be granted time off with pay. Immediate family and time off shall be defined as follows:
  - 9.2 Immediate Family is defined as persons related by blood or marriage or legal adoption in a family relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild or domestic partner.
- 9.3 Time Off
  - 9.3.1 An employee shall be granted not more than five (5) scheduled days of absence with pay to assist with funeral arrangements and services when a death of an immediate family member occurs. The Department Head may approve two additional days off with pay to be charged to sick leave (PTO after 1/1/2022).

9.3.2 An employee shall be granted not more than one-half (1/2) day absence with pay to attend the funeral of a fellow employee or retired employee upon approval of the Department Head.

- Effective January 1, 2025 the ½ day shall become 1 full day.

9.4 All bereavement leave shall be by notification and arrangement between the employee and their supervisor or department head.

## ARTICLE 10 - OTHER LEAVES

10.1 Leave of Absence.

10.1.1 Leave of Absence Without Pay. A leave of absence without pay for a defined period of time may be granted to an employee by the Department Head, Human Resources and the Board of Island County Commissioners for a period not to exceed six (6) months, which may be extended by mutual agreement. However, for short periods, one (1) week or less in duration, the Department Head may grant the leave of absence without the prior approval or authorization of Human Resources or the Board of Island County Commissioners. Although an employee shall not lose their seniority status during leaves of absence, PTO shall not accrue during the period nor shall the employee be eligible for holiday pay. Any replacement, regardless of time, shall be considered temporary and terminated upon the employee's return.

10.1.2 Application for Leave. Any request for leave shall be in writing by the employee to the immediate supervisor. The request shall state the reasons the leave of absence is being requested and the appropriate length of time off the employee desires. However, in the event of an emergency, a Leave of Absence Without Pay request for a period not to exceed one (1) week can be arranged via telephone, with a subsequent written follow-up.

10.1.3 Eligibility Requirements. Employees may be eligible for leaves of absence after six (6) months service with the Employer.

10.1.4 Authorization. Authorization for a leave of absence shall be furnished to the employee by their department head, and it shall be in writing.

10.2 Emergency Leave. Any request for emergency leave shall be furnished by the employee to their immediate supervisor. Such request for emergency leave shall be answered before the end of the day in which the request is submitted.

10.3 Jury Duty. Any employee who is called for District, Superior or Federal Court jury duty shall receive their regular pay or the difference between regular pay and that received from the Court (exclusive of mileage) for the actual time the employee is required to be absent from work because of such duty.

10.4 Military Leave.

10.4.1 R.C.W. 38.40.060 shall determine compensation during military leave as specified therein, for a period not to exceed fifteen (15) working days each calendar year. Any working days taken beyond fifteen (15) shall be charged against PTO if requested by the employee.

10.4.2 Regardless of their status, any employee who voluntarily or upon demand leaves a position other than temporary to enter into active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to their former position, or one of like seniority, status, and pay provided they apply for re-employment within ninety (90) days of their discharge or separation, and present proof of honorable discharge or separation.

10.5 Federal Family and Medical Leave (FML) shall be made available to employees pursuant to the provisions of the Island County FML policy as adopted by C-18-98 dated March 9, 1998. Employees shall have the right to review the employer's determination to place them on FML and shall have the option of retaining up to forty (40) hours of PTO when going on Family Medical Leave (FML). Washington Paid Family and Medical Leave (PFML) shall be available to employees pursuant to RCW 50.04A and the County Personnel Policies and Procedures Manual, and PFML shall run concurrently with FML if the leave qualifies under both statutes. Employees may supplement their State PFML benefit with PTO as discussed in Appendix F.

10.6 It is agreed that bargaining unit employees may transfer unused PTO, except Washington sick leave, at their rate of pay from their own earned and accrued account to the depleted account of another bargaining unit employee(s) when the recipient is unable to work for medical reasons and is about to exhaust their own time off with pay benefits. Once an employee authorizes the transfer, the transferred amount will be removed from the accrual as if it was used by the transferring person. Note: Transferred hours are based on the wage rate (times) X hours donated by the donor, (divided) / by the recipients wage rate, (equals) = hours donated to the recipient.

## ARTICLE 11 - HOURS OF WORK AND WORKING CONDITIONS

11.1 The normal work week for Public Works employees shall be forty (40) hours of work to consist of five (5) consecutive eight (8) hour days, beginning on Monday and ending Friday. Upon approval of the Public Works Director/County Engineer the work week or shift from the first Monday in April through the last Friday in September for the road shops, accountants and engineering staff shall consist of four (4) consecutive ten (10) hour days. This may be modified under the provisions of 11.1.1, and is further modified by the flex time option outlined in Section 11.8 below.

11.1.1 Any requests, due to medical, family or other circumstances, to remain on an 8 hour work schedule during this time will be handled through the Department Head on a confidential and case-by-case basis.

11.1.2 9/80 FLSA work week: will begin at the midpoint of the bi-weekly eight-hour shift on Friday so that the first four hours of the eight hour shift fall within one work week, and the last four hours of the eight hour shift shall fall within the

next work week. Accordingly, each work week shall consist of forty hours. An employee shall not be entitled to overtime pay unless the employee works in excess of eighty (80) hours worked for the FLSA work 9/80 period.

- i. When a holiday occurs on the regularly scheduled day off, the affected employee shall have as an option, by mutual agreement with the Employer, to take off either the preceding or following scheduled work day. A full day taken off such as sick leave, vacation time, comp time or other leave time shall be the scheduled shift hours for the particular day. The Employer shall not be required to incur additional cost as a result of an alternate day off.
- ii. If an employee requesting and working this shift schedule does not comply with the requirements, then, following one warning to correct, the employer reserves the right to assign the employee to a regular shift without further notice or cause.
- iii. The schedule will be assigned at the discretion of the Department Director or designee:
  - a. 5/8 & 9/80 schedules occur Monday through Thursday, Tuesday through Friday or Wednesday through Saturday. Sunday will not be part of the schedule.
  - b. 4/10 schedules occur Monday through Thursday or Tuesday through Friday.
  - c. Saturday and Sunday may be included in the normal schedule for 6 and 7 day operations.
  - d. Schedules are intended to comply with workweek requirements, NOT to build in overtime for hours worked over 40 in any workweek.
- iv. Employees may work another schedule mutually agreeable between the workgroup team, employer and the employee, which are intended to comply with workweek requirements, NOT to build in overtime for hours worked over 40 in any workweek.

11.2 Each employee shall be allowed two (2) fifteen (15) minute rest breaks for each period of work, one fifteen (15) minute break midway through the first one half of the work shift and one fifteen (15) minute break midway through the second one half of the work shift. Each employee shall be allowed a 30 minute meal break at or near the middle of the shift unless or as modified by other provisions of this agreement.

11.2.1 The Union and Employer acknowledge the passage of RCW 49.12.005(3)(a) and hereby agree that for purposes of such legislation no employee shall be "required" to work without a break or lunch unless such employee has specifically made a request to their supervisor for a lunch or rest break and been denied an opportunity to take a rest break or lunch period. Employees not "required" to work without a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Whenever an employee is paid for all hours between the time they begin work and the time they stop work, lunch and rest breaks shall be deemed to be intermittent and in compliance with RCW 49.12.005(3)(a). Employees required to work without rest breaks or lunch may grieve such actions by the Employer

11.3 In accordance with Section 11.1 above, working hours shall be from 8:00 a.m. at the home shop or office and quitting time shall be at 4:30 p.m. at the home shop or office.

Pay shall be based on an eight (8) hour day (8:00 a.m. to 4:30 p.m.). Above stated working hours are also subject to the flex time option as outlined in Section 11.8 below.

11.4 All hours of work performed outside the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday or beyond forty (40) in a work week will be paid at time-and-one-half (1½ ) the employee's appropriate hourly rate for the work performed. This section will be modified as provided in section 11.8.

11.4.1 Employees shall not be worked more than sixteen (16) hours without an eight (8) hour break unless it is deemed an emergency by the Board of Island County Commissioners. In the event that the Board of Island County Commissioner's declares the County offices closed and authorizes a paid day off due to inclement weather, Unit employees who are required to work by the Employer shall be awarded an equivalent number of compensatory hours. Such compensatory time shall be in addition to other compensation due under the terms of this agreement.

11.4.2 A meal allowance of \$18.00 shall be allowed for each employee for each four (4) consecutive hours of premium paid work.

- Effective January 2026 the \$18.00 shall become \$25.00

11.4.3 Premium pay shall be defined as all pay at the rate of time and one half (1 1/2) or higher.

11.4.4 For travel outside Island County, the County policy for reimbursement of meals shall apply.

11.5 Two (2) hours minimum call-back time shall be allowed any time an employee is called back to work (this is not a phone call, text message or any other related informational activity of short duration) after their usual shift (M-F 8:00 -4:30 5/8's or M-Th 7:00 – 5:30/Tu-Fri 7:00-5:30 4/10's). Employees called out to work before or after their usual schedule noted above will receive pay for all hours worked, but at least two (2) hours work or pay at the employee's appropriate premium rate for hours worked outside the hours of 8:00 a.m. and 4:30 p.m. Hours worked for the purpose of calculating call out pay shall be defined as per Island County Code Title II, 2.04.080 C, unless employee has requested a revised usual schedule as noted above. This section may be modified as provided in Section 11.8. In the Road Department Shops, the Employer agrees to call back a minimum of two employees who would normally be included in the bargaining unit. Only in very unusual technical or safety situations, where the presence of the supervisor is deemed necessary and only when one Bargaining Unit member is required, could the supervisor be counted as one of the two employees. All after hour call-outs shall be in accordance with Safety Policies developed by the Safety Committee. Engineering staff may be called out individually for office-related call-out.

- Effective January 2025 the 2 hours shall become 2 ½ hours minimum paid return to work for a call out.

11.5.1 Foremen as a part of their normal duties shall respond to phone calls.

- Foremen who are assigned the responsibility of being available during nonworking hours' via communications device will be paid \$75.00 per week on such assignment.

b. Foremen who are officially contacted and who engage in business activities as a result of the business contact and do not actually report to work (i.e.: respond to the contact with a phone call or similar) when such engagement is MORE than seven (7) minutes shall be compensated one-quarter (  $\frac{1}{4}$  ) hour of "call back" pay at time-and-one-half (1  $\frac{1}{2}$  ) up to a maximum of two (2) hours of call back pay in any 24 hour period. Should an employee be required to report for duty the provisions of Section 11.5 of this Agreement shall apply separately from a response to pages unless such response is contiguous with the page response. There shall be no compounding of pay.

11.6 Distribute Equally. The Employer agrees to distribute premium pay opportunities as equally as possible in respect to the job performed.

11.7 Change of Duties:

11.7.1 Out of Class: No out of class pay (other than "Additional Pay" or for fully qualified employees) will be allowed during the first 6 months of regular employment. Upon completion of pre-qualification training the Employer will prepare a verification form indicating the employee is eligible for out of class pay for the particular piece of equipment listed on the form. Any qualified employee who works two (2) or more hours at a higher classified job than their regular rating shall be paid the Grade I rate in the classification he or she is working at, and if paid longevity, a longevity step as current. Such rate shall be paid for the entire period he or she works at the higher classification. Pre-qualification training is excluded from the above, with time limits not to exceed thirty (30) calendar days per type of equipment.

11.7.1.1 Shop Foremen, or other employees who are required to perform Supervisor duties exceeding 20 hrs. or more per week shall be compensated at a rate not less than 5% above their current wage for all preapproved hours worked out of class that week.

11.7.2 Grade I and Grade II and Grade III: Employees who exhibit work characteristics of punctuality, proficiency, expertise, flexibility, and versatility in assignments, as well as, overall positive interpersonal relationships with fellow workers, citizens and supervisors, will be promoted upon approval of the Public Works Director/County Engineer and Human Resources to Grade II or Grade III.

- Such promotion must be accompanied by a performance evaluation evidencing the employee's satisfaction of the above-stated characteristics.

11.7.3 Promotions: Employees who are the successful applicant for a position of higher wages will be placed on the range in the corresponding step, with a pay increase as reflected in the pay grid in Appendix A. A full trial period of six (6) months shall apply.

11.8 Flex Time: The working hours as specified in Section 11.1 and 11.3 above can be adjusted within a seven (7) day work period to allow flexible working hours (flex time) to permit the employee to adjust their daily working hours, subject to the approval of the

Employer. Because of the flex time option, the hours of daily labor may be more than, or less than, eight (8) hours in a single day. If because of the use of said flex time option the employee works longer than the normal respective work day cited in Section 11.1 or 11.3 above, said work shall not be compensated at the overtime rate.

- 11.9 An employee shall be allowed to accrue up to a maximum of eighty(80) hours of compensatory time. Compensatory time that is not taken before the end of the calendar year shall be compensated at the appropriate overtime rate of pay in a January paycheck the following year. Overtime not accrued as compensatory time shall be paid in the next paycheck. The administration of comp-time shall be the same as Section 7.1.
- 11.10 Reimbursement for undamaged (i.e., normal wear-and-tear) safety shoes has been included in the hourly wage.
- 11.11 Employees who possess and maintain a CDL or CDL with Haz-Mat endorsement shall upon renewal of such license (and endorsement) be reimbursed the cost of such license (and endorsement) renewal fees.
  - 11.11.1 Employees who possess a CDL and are required to maintain their medical certificate shall be reimbursed up to \$200.00 of the cost, not covered by Article 12 benefits of obtaining such DOT required physical examination.
- 11.12 The hours of work and working conditions for Solid Waste Facility Attendants, which may differ from this Agreement, are referenced in Appendix C.

## **ARTICLE 12 - HEALTH AND WELFARE**

- 12.1 The County shall provide Health and Welfare benefits to all eligible Bargaining Unit employees. Plans chosen by the County will not result in a reduction in prior existing aggregate benefit levels without an agreement to engage in good faith impact bargaining upon request of the Union.
  - 12.1.1 The County may, upon 30 days' notice, (60 days if plausible) to the Union, change the provisions related to the scope of plan benefits or the administration of the plan. Should the County change the basic schedule of benefits, such change of benefit schedule shall be subject to Section 12.1.3 Medical Advisory Committee and impact bargaining regarding the main components of the new schedule of benefits compared to the schedule of plan benefits provided prior to the County's change.
  - 12.1.2 In the event the County shall be the beneficiary of any premium waiver, the same shall apply to all employee contributions to the plan.
  - 12.1.3 Medical Advisory Committee. The County shall recognize a medical advisory committee of County employees for the specific purpose of reviewing, modifying or substituting a medical plan provided in Section 12.1. The Union shall give advance notice of such committee formation and shall designate one or more of its bargaining unit members to attend and participate in any multi-union advisory committee meetings that could impact members of the bargaining unit. In the event the Union shall create such a committee, the County, through the Human Resources Department, shall provide plan orientation, costs and related

information on a mutually agreeable basis. The County will give serious consideration to any comprehensive recommendation from the committee, with the understanding that a single county-wide plan containing coverage for retirees as required by Statute is the objective of the County.

- 12.2 Bargaining unit employees shall participate in the County Wellness Incentive Plan on the same basis as non-unit employees. The Employer reserves the right to amend or terminate the program at any time.
- 12.3 The County shall provide Dental and Vision benefits to full-time employees covered by this agreement. A Dental plan will be offered that is without cost to employees. Any plans chosen by the County will not result in a reduction in existing aggregate benefit levels without an agreement to engage in good faith bargaining with the Union upon request.

### **ARTICLE 13 - MANAGEMENT RESPONSIBILITIES**

- 13.1 Any and all rights concerned with management and operation of the departments are exclusively that of the Employer, unless otherwise provided by the terms of this Agreement.

### **ARTICLE 14 - DISCIPLINE**

- 14.1 Employees will abide by the County policies regarding conduct and work performance.
- 14.2 The Employer retains the right to discipline, suspend or discharge employees for cause, subject to the grievance procedure in this agreement.

### **ARTICLE 15 - ENTIRE AGREEMENT**

- 15.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions. Arbitrators are restricted and shall not add to or modify the provisions of this Agreement or infer or imply provisions not written herein.
- 15.2 The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of this right are set forth in the Agreement.
- 15.3 In the event either party desires to amend this Agreement, that party shall notify the other party, in writing, of the desire to so amend. The notice shall set out in detail the amendment desired by specifying the exact language of any proposed modification of, or supplement to, this Agreement or the exact language of any provisions proposed to be deleted. The representatives of each party shall meet within ten (10) working days after such notice is given, for the purpose of negotiating with regard to such proposed amendment. Neither party is required during the term of this Agreement to agree to changes in this Agreement.

### **ARTICLE 16 - RESERVED**

## **ARTICLE 17 - SAVINGS CLAUSE**

17.1 Should any part hereof or any provision herein be rendered or declared invalid by any reason of any existing or subsequent legislation, or by decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portion hereof, and they shall remain in full force and effect.

## **ARTICLE 18 - WAGES**

18.1 Wages will be as set forth in Appendix A and are as such attached and part of this Agreement. Wage payments required by this Agreement shall only be made for employees on the payroll on the date of ratification.

18.2 Upon evidence satisfactory to the employee's Supervisor that employee purchased boots, shoes or specialty work clothing were verifiably damaged during a work assignment, an employee shall be reimbursed for boots, shoes and specialty work clothing up to the amount of \$200 per required replacement.

18.3 Effective the start of first full pay-period following full ratification of this Agreement, and retroactive for hours compensated from the 1<sup>st</sup> full pay period in 2025, wages for employees on the payroll upon adoption by the Board of County Commissioners there shall be a 3.0% wage increase to the 2024 wage table.

18.4 Effective the start of 1<sup>st</sup> full pay-period of 2026 for employees on the payroll there shall be a 2.5% wage increase to the 2025 wage table

18.5 Effective the start of 1<sup>st</sup> full pay-period of 2027 for employees on the payroll there shall be a 2.5% wage increase to the 2026 wage table

18.6 Employees who reach the end of the wages table will be eligible for 2.5% increases every 5 years thereafter on the anniversary of their hire. The administration of this Section 18.6 shall be identical to the administration under the County Personal Policy and Procedures Manual Section II.1.E or its successor.

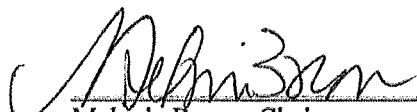
18.7 It is agreed that in the event the County shall increase wages for unrepresented staff by a greater percentage than the total increase granted in this agreement the Union may open this agreement for further discussion on wages. The payroll department may round the attached pay tables to within 2¢ of the table amount when including wage rates in the County payroll program. All pay rates shall be calculated to the hundredth of a dollar (i.e., \$15.55 instead of \$15.54622)

## ARTICLE 19 - AGREEMENT DURATION

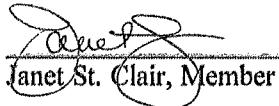
19.1 This Agreement shall become effective on the date of adoption by the BOCC (except for Article 18, A.9, C.6 and Appendix E which are effective per Article 18) and shall remain in full force and effect until and through 31 December 2027.

DATED THIS 13<sup>th</sup> DAY OF May, 2025.

For the Employer Island County:

  
Melanie Bacon, Chair

For the Union:  
Local 1845-I, WSCCCE  
AFSCME, AFL-CIO

  
Janet St. Clair, Member

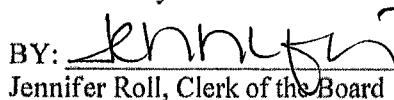
'excused'  
Jill Johnson, Member



James Kunz, President Local 1845-I

  
Sean Hare, Staff Rep, Council 2

Island County Clerk of the Board

BY:   
Jennifer Roll, Clerk of the Board



## Appendix A - WAGES AND WAGE ADMINISTRATION

- A.1 Wages are based on current basic pay.
- A.2 Percentages are additive to the table and are applied to base only.
- A.3 Merit and longevity are not mutually exclusive.
- A.4 Years equals length of service as a regular county employee and not time in grade.
- A.5 Longevity pay begins on first day of the same month in which employee reaches tenure points.
- A.6 The basic pay scale shall be determined in accordance with Article 18 of the agreement. Additional longevity pay will be determined on the basis of maintaining a percentage differential between each succeeding step.

### Wage Tables

2025 Entry	Completed 1st Yr		Completed 2nd Yr		Completed 5th Yr		Completed 8th Yr		Completed 11Th Yr		Completed 14th Yr		Completed 17th Yr		Completed 20th Yr	
	3.00%	100%	3%	3%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%	4%	
7	\$ 21.96	\$ 22.61	\$ 23.30	\$ 24.00	\$ 24.47	\$ 24.97	\$ 25.46	\$ 25.97	\$ 27.02							
8	\$ 22.26	\$ 22.92	\$ 23.61	\$ 24.31	\$ 24.81	\$ 25.31	\$ 25.80	\$ 26.32	\$ 27.38							
9	\$ 22.79	\$ 23.48	\$ 24.18	\$ 24.91	\$ 25.40	\$ 25.92	\$ 26.44	\$ 26.96	\$ 28.04							
10	\$ 23.55	\$ 24.26	\$ 24.99	\$ 25.74	\$ 26.26	\$ 26.77	\$ 27.31	\$ 27.86	\$ 28.97							
11	\$ 23.99	\$ 24.70	\$ 25.44	\$ 26.21	\$ 26.73	\$ 27.27	\$ 27.82	\$ 28.37	\$ 29.51							
12	\$ 24.58	\$ 25.32	\$ 26.08	\$ 26.86	\$ 27.40	\$ 27.95	\$ 28.51	\$ 29.08	\$ 30.24							
13	\$ 25.68	\$ 26.45	\$ 27.24	\$ 28.06	\$ 28.62	\$ 29.19	\$ 29.77	\$ 30.37	\$ 31.59							
14	\$ 26.31	\$ 27.10	\$ 27.91	\$ 28.75	\$ 29.33	\$ 29.91	\$ 30.51	\$ 31.12	\$ 32.36							
15	\$ 26.95	\$ 27.77	\$ 28.59	\$ 29.46	\$ 30.05	\$ 30.64	\$ 31.25	\$ 31.88	\$ 33.15							
16	\$ 28.04	\$ 28.89	\$ 29.75	\$ 30.64	\$ 31.25	\$ 31.88	\$ 32.52	\$ 33.17	\$ 34.49							
17	\$ 28.49	\$ 29.35	\$ 30.23	\$ 31.13	\$ 31.76	\$ 32.39	\$ 33.04	\$ 33.70	\$ 35.05							
18	\$ 29.59	\$ 30.48	\$ 31.40	\$ 32.34	\$ 32.98	\$ 33.65	\$ 34.31	\$ 35.00	\$ 36.40							
19	\$ 30.93	\$ 31.86	\$ 32.81	\$ 33.81	\$ 34.48	\$ 35.17	\$ 35.87	\$ 36.59	\$ 38.05							
20	\$ 32.22	\$ 33.19	\$ 34.19	\$ 35.21	\$ 35.92	\$ 36.63	\$ 37.36	\$ 38.11	\$ 39.63							
21	\$ 33.55	\$ 34.55	\$ 35.60	\$ 36.67	\$ 37.39	\$ 38.14	\$ 38.90	\$ 39.69	\$ 41.27							
22	\$ 35.11	\$ 36.17	\$ 37.26	\$ 38.37	\$ 39.14	\$ 39.92	\$ 40.72	\$ 41.53	\$ 43.19							
23	\$ 36.75	\$ 37.85	\$ 38.99	\$ 40.16	\$ 40.96	\$ 41.78	\$ 42.62	\$ 43.47	\$ 45.21							
24	\$ 38.37	\$ 39.52	\$ 40.70	\$ 41.92	\$ 42.76	\$ 43.61	\$ 44.49	\$ 45.38	\$ 47.19							
25	\$ 40.12	\$ 41.32	\$ 42.56	\$ 43.84	\$ 44.71	\$ 45.61	\$ 46.52	\$ 47.45	\$ 49.35							

The above wage table reflects the 2025 wage increase incorporated into the reconfigured wage table as provided at Article 18 of the CBA.

2026		Completed Entry	Completed 2nd Yr	Completed 5th Yr	Completed 8th Yr	Completed 11Th Yr	Completed 14th Yr	Completed 17th Yr	Completed 20th Yr
2.50%	100.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
7	\$ 23.18	\$ 23.87	\$ 24.59	\$ 25.33	\$ 26.09	\$ 26.87	\$ 27.68	\$ 28.51	
8	\$ 23.49	\$ 24.20	\$ 24.92	\$ 25.67	\$ 26.44	\$ 27.24	\$ 28.05	\$ 28.89	
9	\$ 24.07	\$ 24.79	\$ 25.53	\$ 26.30	\$ 27.09	\$ 27.90	\$ 28.74	\$ 29.60	
10	\$ 24.87	\$ 25.61	\$ 26.38	\$ 27.17	\$ 27.99	\$ 28.83	\$ 29.69	\$ 30.58	
11	\$ 25.32	\$ 26.08	\$ 26.86	\$ 27.67	\$ 28.50	\$ 29.36	\$ 30.24	\$ 31.14	
12	\$ 25.95	\$ 26.73	\$ 27.53	\$ 28.36	\$ 29.21	\$ 30.08	\$ 30.99	\$ 31.91	
13	\$ 27.11	\$ 27.92	\$ 28.76	\$ 29.62	\$ 30.51	\$ 31.43	\$ 32.37	\$ 33.34	
14	\$ 27.78	\$ 28.61	\$ 29.47	\$ 30.35	\$ 31.27	\$ 32.20	\$ 33.17	\$ 34.16	
15	\$ 28.46	\$ 29.31	\$ 30.19	\$ 31.10	\$ 32.03	\$ 32.99	\$ 33.98	\$ 35.00	
16	\$ 29.61	\$ 30.50	\$ 31.41	\$ 32.35	\$ 33.32	\$ 34.32	\$ 35.35	\$ 36.41	
17	\$ 30.08	\$ 30.99	\$ 31.92	\$ 32.87	\$ 33.86	\$ 34.88	\$ 35.92	\$ 37.00	
18	\$ 31.24	\$ 32.18	\$ 33.14	\$ 34.14	\$ 35.16	\$ 36.22	\$ 37.30	\$ 38.42	
19	\$ 32.66	\$ 33.64	\$ 34.65	\$ 35.69	\$ 36.76	\$ 37.86	\$ 39.00	\$ 40.17	
20	\$ 34.02	\$ 35.04	\$ 36.09	\$ 37.18	\$ 38.29	\$ 39.44	\$ 40.62	\$ 41.84	
21	\$ 35.42	\$ 36.48	\$ 37.58	\$ 38.70	\$ 39.86	\$ 41.06	\$ 42.29	\$ 43.56	
22	\$ 37.07	\$ 38.19	\$ 39.33	\$ 40.51	\$ 41.73	\$ 42.98	\$ 44.27	\$ 45.60	
23	\$ 38.79	\$ 39.96	\$ 41.16	\$ 42.39	\$ 43.66	\$ 44.97	\$ 46.32	\$ 47.71	
24	\$ 40.50	\$ 41.72	\$ 42.97	\$ 44.26	\$ 45.59	\$ 46.96	\$ 48.36	\$ 49.82	
25	\$ 42.36	\$ 43.63	\$ 44.94	\$ 46.28	\$ 47.67	\$ 49.10	\$ 50.58	\$ 52.09	

The above wage table reflects the 2026 wage increase incorporated into the reconfigured wage table as provided at Article 18 of the CBA.

2027		Completed Entry	Completed 2nd Yr	Completed 5th Yr	Completed 8th Yr	Completed 11Th Yr	Completed 14th Yr	Completed 17th Yr	Completed 20th Yr
2.50%	100.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
7	\$ 23.76	\$ 24.47	\$ 25.21	\$ 25.96	\$ 26.74	\$ 27.54	\$ 28.37	\$ 29.22	
8	\$ 24.08	\$ 24.80	\$ 25.55	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.75	\$ 29.62	
9	\$ 24.67	\$ 25.41	\$ 26.17	\$ 26.96	\$ 27.76	\$ 28.60	\$ 29.46	\$ 30.34	
10	\$ 25.49	\$ 26.25	\$ 27.04	\$ 27.85	\$ 28.69	\$ 29.55	\$ 30.44	\$ 31.35	
11	\$ 25.96	\$ 26.73	\$ 27.54	\$ 28.36	\$ 29.21	\$ 30.09	\$ 30.99	\$ 31.92	
12	\$ 26.60	\$ 27.40	\$ 28.22	\$ 29.06	\$ 29.94	\$ 30.84	\$ 31.76	\$ 32.71	
13	\$ 27.79	\$ 28.62	\$ 29.48	\$ 30.36	\$ 31.27	\$ 32.21	\$ 33.18	\$ 34.17	
14	\$ 28.47	\$ 29.33	\$ 30.21	\$ 31.11	\$ 32.05	\$ 33.01	\$ 34.00	\$ 35.02	
15	\$ 29.17	\$ 30.05	\$ 30.95	\$ 31.88	\$ 32.83	\$ 33.82	\$ 34.83	\$ 35.88	
16	\$ 30.35	\$ 31.26	\$ 32.20	\$ 33.16	\$ 34.16	\$ 35.18	\$ 36.24	\$ 37.32	
17	\$ 30.84	\$ 31.76	\$ 32.71	\$ 33.69	\$ 34.71	\$ 35.75	\$ 36.82	\$ 37.92	
18	\$ 32.02	\$ 32.98	\$ 33.97	\$ 34.99	\$ 36.04	\$ 37.12	\$ 38.24	\$ 39.38	
19	\$ 33.48	\$ 34.48	\$ 35.51	\$ 36.58	\$ 37.68	\$ 38.81	\$ 39.97	\$ 41.17	
20	\$ 34.87	\$ 35.92	\$ 37.00	\$ 38.11	\$ 39.25	\$ 40.43	\$ 41.64	\$ 42.89	
21	\$ 36.30	\$ 37.39	\$ 38.51	\$ 39.67	\$ 40.86	\$ 42.09	\$ 43.35	\$ 44.65	
22	\$ 38.00	\$ 39.14	\$ 40.32	\$ 41.52	\$ 42.77	\$ 44.05	\$ 45.38	\$ 46.74	
23	\$ 39.76	\$ 40.96	\$ 42.19	\$ 43.45	\$ 44.76	\$ 46.10	\$ 47.48	\$ 48.91	
24	\$ 41.52	\$ 42.76	\$ 44.05	\$ 45.37	\$ 46.73	\$ 48.13	\$ 49.57	\$ 51.06	
25	\$ 43.42	\$ 44.72	\$ 46.06	\$ 47.44	\$ 48.86	\$ 50.33	\$ 51.84	\$ 53.39	

The above wage table reflects the 2027 wage increase incorporated into the reconfigured wage table as provided at Article 18 of the CBA.

## **APPENDIX B - ADDITIONAL PAY**

Additional Pay shall be defined as pay for a task that poses an increased risk to property, health, or safety, and requires a high degree of skill and/or caution to be performed safely. Such tasks shall receive additional pay. (Such tasks include but are not limited to the use, distribution, and transportation of materials listed in the D.O.T. Hazardous Materials table.) Additional pay shall be payable only as listed below.

- B.1 While operating in the basket, the Basket Truck Operator shall get additional pay of fifteen (15%) percent. The additional pay shall be fifteen percent (15%) above their present pay or, if working at a higher classification, the fifteen percent (15%) additional pay will be applied to the earned out-of-classification pay.
- B.2 While operating and driving the distributor truck, the Distributor Truck Operator and Driver shall get additional pay of ten percent (10%). The additional pay shall be ten percent (10%) above their present pay or, if working at a higher classification, the ten percent (10%) additional pay will be applied to the earned out-of-classification pay.
- B.3 While operating or driving the tanker truck, the Tanker Truck Operator shall get additional pay of ten percent (10%). The additional pay shall be ten percent (10%) above their present pay or, if working at a higher classification, the ten percent (10%) additional pay will be applied to the earned out-of-classification pay.
- B.4 The Herbicide Applicators shall get twenty percent (20%) additional pay. The Herbicide Drivers shall get ten percent (10%) additional pay during actual operation.
- B.6 Employees who are assigned the duties of street paint-striping will receive 10% additional pay while performing such assignment.
- B.7 Anyone pulling a pony trailer, 2 axle equipment trailer or the low-boy shall get five (5%) additional pay while the identified equipment is their responsibility.
- B.8 The Paint Striper Applicator and Driver shall receive a minimum of R-16 plus ten percent (10%) additional pay while performing actual paint striping duties.
- B.9 Land Fill additional pay:
  - B.9.1 Landfill personnel (other than the Septage Plant Operator - Grade 19) shall get twenty percent (20%) additional pay for a minimum of one hour when directly handling septage.
  - B.9.1.1 NOTE: Septage handling includes daily cleaning of the septage screen and any spill cleanup or tank maintenance which brings workers in direct contact with septage. This would not include pumping or other mechanized handling.

- B.9.2 The Household Hazardous Waste (HHW) classification includes compensation for handling HHW and for the required wearing of Full Protective Clothing (FPC).
  - B.9.2.1 Non HHW Landfill personnel doing work that requires FPC shall receive pay at the R-16 pay grade for the time spent while doing the work.
  - B.9.2.2 Non HHW Landfill personnel performing refrigerant evacuation of household appliances shall receive five percent (5%) additional pay for the time spent while doing the evacuation work.
- B.10 A streetsweeper requiring a CDL to operate shall be paid at the Operator Range while being operated.
- B.11 Hydro-Vac driver and operator shall receive a 5% premium while operating the Hydro-Vac equipment.
- B.12 Chip Spreader
  - B.12.1 Operator shall receive an additional 10% premium above Operator Pay.
  - B.12.2 Belt operator shall receive 5% above Operator Pay.
- B.13 Mower operator shall be paid at Truck Driver I or the employee's regular rate whichever is the greater.

## **APPENDIX C - HOURS OF WORK AND WORKING CONDITIONS FOR SOLID WASTE FACILITIES**

C.1 Notwithstanding the provisions of Article 11 - Hours of Work and Working Conditions, the parties agree that Solid Waste Facility employees shall normally be scheduled to work not more than five (5) eight (8) hour days in a seven day work period for a total of not more than forty (40) hours a week. The Solid Waste Division operates seven (7) days per week. The Solid Waste sites in Coupeville and Camano work as seven (7) days per week operation. The Solid Waste site of Bayview operates Monday, Wednesday, Saturday and Sunday. The Solid Waste site of North Whidbey operates Tuesday, Saturday and Sunday. The Hazardous Waste site operates 5 (five) days per week, Monday through Friday. In accordance with section C.2.1 below, hours may be increased or reduced by the Solid Waste Division and shifts set to meet customer volumes and demands at the various sites. If reductions are such that positions are no longer needed to staff sites, then Article 5.7 of the basic contract will guide lay-off protocol.

C.1.1 Rest and Lunch periods consisting of a paid 15 minute rest break, or breaks as appropriate, and a 30-minute unpaid lunch shall be observed during the scheduled workday. Solid Waste employees working with others may be scheduled to stagger breaks to provide continuing customer service. When a second person is not available to provide coverage, their thirty (30) minute lunch break and their paid two fifteen (15) minute rest breaks shall be observed during the scheduled work day during times when the customer service is in a lull. Any employee not observing a rest or lunch break period and working in excess of eight (8) hours that day shall be compensated at overtime rates for all such hours beyond eight (8). Missed lunch periods shall be added to the daily hours and will be paid at the normal rate unless the total number of hours exceeds eight (8) in the day and forty (40) hours in the week. Compensation paid under this section C.1.1 shall count for purposes of C.2

C.1.2 The Union and Employer acknowledge the revised RCW 49.12.005(3) (a) and hereby agree that no employee shall be "required" to work without a break or lunch unless such employee has specifically made a request to their supervisor for a lunch or rest break and been denied an opportunity to take a rest break or lunch period. Employees not "required" to work without a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Whenever an employee is paid for all hours between the time they begin work and the time they stop work lunch and rest breaks shall be deemed to be intermittent. Employees required to work without rest breaks or lunch may grieve such actions by the Employer

C.2 Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay for all hours worked over forty (40) in a seven-day work period (Sunday through Saturday). Normal Solid Waste Division working hours are based upon site hours and include time for preparation, meetings, and maintenance scheduled before or after sites are open to the public. Sites may be open seven (7) days per week (Sunday through Saturday)

C. 2.1 For regular part time employees, all FTE hours will be assigned by seniority. After all FTE hours are filled, any additional extra hours made available due to employee absences or other reasons shall be distributed by seniority and ability to perform the work.

C. 3 Except for medical and dental, all benefits (including PTO and holidays) shall be prorated in proportion to weekly hours worked up to 40 hours. Hours worked on an observed holiday shall be included as hours compensated for purposes of accrual up to 40 total hours in a week.

C. 3.1 Annually, employees will select leave dates by seniority at a designated time early in the calendar year. Once this process is completed and requests have been granted, additional requests for leave shall normally be granted as work schedules allow. Senior employees submitting subsequent requests may not bump others with advanced, approved plans.

C.4 Medical (Health/Dental) coverage (Article 12) shall be extended to regular employees regularly scheduled to work a twenty-four (24) hour week. Employees shall contribute to the cost of benefits through an adjusted payroll deduction when required.

C.4.1 In assigning hours the Employer shall schedule employees with 0.6 FTE or greater for a minimum of twenty-four hours when work hours are available.

C.4.2 If an employee elects to transfer out of a 0.6 FTE or greater position for any reason to a position with less than 0.6 FTE, they shall no longer qualify for Medical and /or Dental benefits.

C.5 Holidays: Solid waste employees will observe and receive holidays as provided in this Section. Whenever an employee is required to work on the actual day of a named holiday, such person will receive payment at the rate of two times their basic rate of pay.

C.5.1 In the event the County closes the facility on a day other than the actual Holiday and no work is performed, employees may be paid for the day of the closure or the day of observance but not both.

C.5.2 It is further agreed that should such facility closure result in a loss of work/pay from the employee's normal schedule the affected employee shall have their Holiday Pay "toped-up" to the employee's normal weekly pay..

C.6 Solid Waste Site Attendants working at the Oak Harbor or Bayview Transfer Sites shall receive additional pay of three percent (3%) only when the Attendant's shift is at the named site and there is no heavy equipment or independent contractor personnel available for recycling compaction at that site.

C.7 Camano Attendants assigned to Tech work or working on the backhoe will be paid at the appropriate rate for the work performed and if assigned for a major part of the day they will be paid out of class for the day.

**APPENDIX D - AGREEMENT CONCERNING RESOLUTION C-1-80**  
(dated 15 September 1980, addressing broken service)

The policy of Island County regarding service credit after rehire (split employment) is established as follows:

1. In the case of split employment with Island County, the employee's rehire date will be the new date of service with Island County and longevity pay will be based from that date forward; however: if the employee's previous employment with the County had been for over two years the employee will be brought in at the Base Rate of the wage table rather than the Entry.
2. Upon serving a period of three (3) years continuous employment after rehire, the previous employment period will then be added to the employee's total service time and will count toward longevity and leave accrual.
3. There is no provision for longevity back-pay in the foregoing situation.

## APPENDIX E - CLASSIFICATIONS AND PAY GRADES

E.1

The below job classifications are listed in their respective pay grades.

Engineer III	R 25	Engineering Tech 2 I	R 15
Engineer II	R 24	ER&R Administrative Asst. II	R 15
Project Manager III	R 24	HH HW Tech 3 I	R 15
Ecologist III	R 23	Operator I	R 15
Engineer I	R 23	Sign Shop III	R 15
Project Manager II	R 23	Solid Waste Tec 3 I	R 15
SW Working Foreman III	R 22	Solid Waste Tech 2 III	R 15
Working Foreman III	R 22	SW Accounting Coordinator II	R 15
Ecologist II	R 22	Accounting Tech. II	R 14
Project Manager I	R 22	Engineering Tech. 1 III	R 14
SW Working Foreman II	R 21	ER&R Administrative Asst. I	R 14
Working Foreman II	R 21	Sign Tech II	R 14
Engineering Tech 3 III	R 20	Solid Waste Tech 2 II	R 14
Engineering Tech 3 III	R 20	SW Accounting Coordinator I	R 14
Jr. Civil Engineer III	R 20	Truck Driver III	R 14
Mechanic III	R 20	Accounting Tech. I	R 13
Ecologist I	R 19	Engineering Tech. 1 II	R 13
Engineering Tech 3 II	R 19	Sign Shop II	R 13
Jr. Civil Engineer II	R 19	Sign Tech I	R 13
Solid Waste Tech 4 III/Plt. Op.	R 19	Solid Waste Tech 1 III	R 13
SW Working Foreman I	R 19	Solid Waste Tech 2 I	R 13
Working Foreman I	R 19	SW Lead Attendant III	R 13
Engineering Tech 3 I	R 18	Truck Driver II	R 13
Jr. Civil Engineer I	R 18	Engineering Tech 1 I	R 12
Mechanic II	R 18	Laborer III	R 12
Operator III	R 18	Sign Shop I	R 12
Solid Waste Tech 4 II/Plt. Op.	R 18	Solid Waste Tech 1 II	R 12
Engineering Tech 2 III	R 17	SW Lead Attendant II	R 12
HH HW Tech 3 III	R 17	Truck Driver I	R 12
Mechanic I	R 17	Laborer II	R 11
Operator II	R 17	Solid Waste Attendant III	R 11
Solid Waste Tec 3 III	R 17	Solid Waste Tech 1 I	R 11
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## APPENDIX F – PAID TIME OFF POLICY

### F.1 Paid Time Off Policy

F.1.1 Paid Time Off (PTO) is provided to employees to use to take time off work for vacation, personal time or medical issues not otherwise covered by Washington Sick Leave (WSL) or Washington State Paid Family and Medical Leave (PFML).

F.1.2 Regular full-time and regular part-time County employees shall be credited with Paid Time Off on a bi-weekly basis at 1/26th the annual rate in accordance with the following schedule for an employee scheduled to work 40 hours per week (qualified part-time employees will accrue prorated PTO):

COMPLETED YEARS OF CONTINUOUS EMPLOYMENT	HOURS ACCRUED PER BIWEEKLY PAY PERIOD	APPROXIMATE ANNUAL PTO BENEFIT
0 Through 3	6.00	19.5 Days
4 Through 8	6.62	21.5 Days
9 Through 13	7.23	23.5 Days
14 Through 19	8.15	26.5 Days
20	8.46	27.5 Days
21 Through 25	0.31 hours for each additional year of employment	One (1) additional day for each additional year of employment
26+ years	Continue accrual at 25-year rate*	32.5 Days

\* **County contribution to employees who have worked for the County for 26+ years.** In appreciation of employees who have worked for Island County for 26+ years, whose PTO accrual is a maximum of 32.50 days per year, the County shall contribute \$200 annually for each year over 25 years worked by that employee to that employee's HRA VEBA. This annual HRA VEBA contribution shall be made at the beginning of the pay period following the employee's anniversary date. In addition, the County shall provide a cash payout to those eligible employees whose usual daily pay exceeds \$200, for an amount not to exceed the difference between \$200 and their usual daily pay.

F.1.3 Employees shall accrue PTO benefits from date of employment and may use such benefit following completion of two (2) pay periods of continuous service with the County.

F.1.4 Except in cases of emergency, PTO must be requested and approved in advance of its use. Employees who appear to be abusing the PTO program may have their

PTO requests denied or be asked for medical documentation for frequent time taken off without notice or approval.

**F.3 MAXIMUM ANNUAL ACCRUAL:**

The maximum PTO accrual allowed is 720 hours. Accruals will be frozen at this level until hours are used, at which time the employee will begin to accrue PTO again.

**F.4 TERMINATION:**

- Upon resignation or termination, an employee will receive a lump sum payment for all accrued PTO up to six hundred (600) hours.
- Terminating employees may take PTO during their last month of active work. However, a terminating employee cannot continue to take leave in order to carry-over their employment into the next month after their last day worked.

**F.5** Accrual of PTO is based upon an employee's paid hours but excludes overtime hours and unpaid periods.

**F.6** Use of PTO will be based upon an employee's regular weekly work schedule and will be taken on an hourly basis, except for FLSA exempt and not covered employees, as stated in Section IV.7.

In the event of an approved FTE change to the employee's regular weekly schedule, the employee's accrual of PTO shall be adjusted accordingly.

**F.7 L&I Time Loss**

Any employee who is eligible for state industrial compensation for time off because of an on-the-job injury shall be paid leave (first WA sick leave, then PTO) in the amount of the difference between their regular pay and that paid by state industrial, after the first three (3) days off the job. In no event shall the accumulation of WA sick leave, PTO, , Comp Time and L&I income result in any employee receiving income in excess of 100% of their regular straight-time income for the same period of time.

Full amount of leave (first WA sick leave, then PTO) shall be paid the first three (3) days. Should an employee who used leave for the first three (3) days be later paid by state industrial for the first three (3) days absence, the amount paid to the employee by state industrial for the three (3) days shall be credited back to the employee's leave bank from money due the employee in the next payroll period.

The pro rata part of leave, as determined by the ratio of regular leave and state industrial compensation, shall be charged to the employee for time off the job.

No employee shall return to work from a disability injury covered by state industrial insurance until such time as he/she is found to be rehabilitated as determined in writing by a physician.

If the degree of disability of an employee does not limit the ability to fully perform the activities of another position/job classification at the option of the Elected Official/Department Head, an employee may be temporarily reassigned to such job classification until fully rehabilitated to perform the regular classification assignment.

## **F.8 WASHINGTON SICK LEAVE**

F.8.1 Washington Sick Leave banks may be used for the following:

- a. An employee's mental or physical illness, injury, or health condition;
- b. Preventive care such as a medical, dental or optical appointments and/or treatment;
- c. Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
- d. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.
- e. Non-represented employees and employees represented by a bargaining unit with supporting PTO language in its collective bargaining agreement are eligible to use Washington Sick Leave to augment payments received from Paid Family and Medical Leave.
- f. Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment:
  - "Family" for purposes of using WSL is defined as a child or parent (including biological, adopted, foster, step, or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling
  - If WSL is being used to augment PFML, the PFML definition of "family member" shall apply.

F.8.2 Authorized use of sick leave for domestic violence, sexual assault or stalking includes:

- a. Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.
- b. Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
- c. Attending health care treatment for a victim who is the employee's family member.
- d. Obtaining, or assisting the employee's family member(s) in obtaining, services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.
- e. To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.
- f. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

### F.8.3 Accrual of Washington Sick Leave

Non-exempt employees will accrue Washington State-mandated Paid Sick Leave (WSL) at a rate of 1 hour for every 40 hours worked, including overtime. Non-exempt employees shall not accrue Washington State-mandated Paid Sick Leave (WSL) when they are not working (i.e. when they are on vacation or using sick leave).

FLSA Exempt employees shall accrue Washington Paid Sick Leave according to scheduled hours of work (Full-time employee: 1 hour of WSL for every 40 hours scheduled).

WSL hours will be compensated at an employee's regular rate of pay.

WSL hours used will not count towards the calculation of overtime.

If an employee separates from employment, they can cash out up to 16 hours of WSL at their full regular rate of pay. There will not be a financial or other reimbursement to the employee for any additional accrued, unused WSL at the time of separation.

There is no cap on accrual of WSL. However, employees may only carry up to forty (40) hours of earned but unused WSL into the following calendar year.

If an employee leaves employment and is rehired within 12 months of separation, any accrued, unused, and not-paid-out WSL will be reinstated to the employee's WSL balance. If an employee is rehired within 12 months of separation, the employee will not be required to wait another month to use the accrued WSL if the employee met that requirement during the previous period of employment. If an employee did not meet the one-month requirement for the use of WSL prior to separation, the previous period of time the employee worked for Island County will count towards the one-month for purposes of determining the employee's eligibility to use Washington State-mandated Paid Sick Leave (WSL).

### F.8.4 Reporting of Sick Leave

It is the responsibility of the employee to notify their supervisor in the event of a necessity for any absence, at least fifteen (15) minutes prior to the beginning of the work shift, or as soon thereafter as possible.

For WSL use for time off over 3 days, the County may request a medical doctor's statement to verify that the employee was ill or injured and probable date that the employee will be physically capable of resuming the regular duties of their position.

## **F.9 DONATED LEAVE**

### F.9.1 Employees are eligible to receive donated leave if:

- The employee is about to exhaust all available leave due to a serious medical condition as described by the Family Medical Leave Act (FMLA) or any other

- conditions which qualify for Family Medical Leave (FML). Victims of sexual assault, domestic violence or stalking are also covered; and
- All of their Washington State Sick Leave, PTO, , and compensatory time is nearing exhaustion; and
- The employee is approved to receive donated leave, either by their Director or Department Head, or by the Director of Human Resources.

F.9.2 All information regarding donated leave recipients will be maintained by the Human Resources Department. Distribution of hours will be the responsibility of the Auditor's Office as indicated by Human Resources.

F.9.3 Donated Leave will be subject to the following rules:

- Human Resources has the authority to deny leave to individuals with a history of misusing their own leave banks.
- The maximum amount of donated leave that can be used by any recipient will be 600 hours.
- Donors must still retain a balance of at least 80 hours PTO after they have donated unless they are donating leave when they voluntarily separate from the County.
- The donation of such leave will be accomplished by preparing the Human Resources Leave Donation form and submitting it through the donor's department head with documented approval.
- WA Sick Leave cannot be donated. .
- No employee may use donated leave in conjunction with another benefit in which the amount would exceed 100% of their regular straight time salary.
- Any leave donated by employees to a specific individual who does not need it will be distributed back to the donors.

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