

# **AGREEMENT**

by and between

**ISLAND COUNTY, WASHINGTON**

and

**TEAMSTERS LOCAL 231**

covering

**ISLAND COUNTY CORRECTIONS DEPUTIES**

January 1, 2023 through December 31, 2024



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ISLAND COUNTY CORRECTIONS DEPUTIES

This Agreement is entered into between Island County, Washington and the Sheriff of Island County, hereinafter collectively referred to as the Employer, and the Teamsters Local 231, hereinafter referred to as the Union, for the purpose of expressing the agreement between the parties as to wages, hours and working conditions.

**ARTICLE 1 RECOGNITION**

- 1.1 The Employer hereby recognizes the Teamsters Local 231 as the sole bargaining representative of all regular full-time and part-time CORRECTIONS DEPUTIES of the Island County Sheriff's Office excluding all personnel above the ranks of personnel in Appendix "B", employees assigned to the Sheriff's Administrative Staff, provisional appointments, reserve deputies and all other employees or volunteers whether paid or unpaid of the employer.

**ARTICLE 2 UNION SECURITY**

- 2.1 **Written Authorization:** The County agrees to deduct membership initiation fees and dues from the wages of employees who have voluntarily authorized such deductions in writing. The Union will notify the County of its initiation fees and dues. The payroll deduction will begin the pay period following receipt of the authorization form. The County will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees and amounts to be credited on their behalf.
- 2.2 **Revocation:** The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.
- 2.3 **Indemnification:** The Union will indemnify the County against any and all liability which may arise by reason of the deduction by the County of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

- 2.4 Notification to Union of New Hires: The County agrees to notify the Union representative of new hires within seven (7) days of hire. Notification will be in writing and will include name, address, date of hire, classification, and work location and phone number.
- 2.5 New Hire Orientation: The County will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.

### **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 and Employer.
- 3.2 Agreements reached between parties to this agreement shall become effective only when signed by the Union and the Board of County Commissioners.
- 3.3 The parties acknowledge their obligations under state and federal discrimination laws.
- 3.4 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Employer has not specifically abridged, delegated or modified by this agreement are retained by the Employer; **provided** however, that the Employer's authority is otherwise limited by State and Federal law, including the State and Federal Constitution, RCW 41.56 and Civil Service Rules and Regulations. The direction of its working force and operation are vested exclusively in the Employer including all matters relating to its program, facilities, budget, personnel and staffing.
- 3.5 **Union-Management Committee** - The County and the Union agree to establish a joint Union/Management Committee which will meet periodically during the term of this Agreement to discuss matters of mutual concern. All discussions by the parties pursuant to this section of the Agreement shall be considered "off the record" and inadmissible as evidence in any tribunal.
  - 3.5.1 The Committee will meet on the request of either party when that party believes there are matters which merit discussion. Committee business will be conducted on County time.
  - 3.5.2 The Committee will include up to two (2) members chosen by the Union and up to two (2) members chosen by Management. Either party may invite additional participants on an ad-hoc basis.
  - 3.5.3 It is understood that any items discussed in the Union/Management Committee shall not add to or alter the terms of the Collective Bargaining Agreement unless ratified by the membership of the Union and approved by the Board of County Commissioners. It is also understood that neither party to this Agreement waives its right to negotiate any bargainable subject.

## ARTICLE 4 UNION PRIVILEGES

- 4.1 Union Activity – Bargaining Unit employees shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit; **provided:**
- 4.1.1 They notify the Employer at least forty-eight (48) hours prior to the time off;
- 4.1.2 The Employer is able to properly staff the employees' job duties during the time off without extra direct cost;
- 4.1.3 No more than three (3) Union members from the Sheriff's Office shall be named pursuant to the provisions of this section. The Union will keep the Sheriff's Office advised of Shop Stewards and current members on the negotiating committee.
- 4.1.4 Up to two shifts per calendar year shall be permitted off for Shop Stewards to attend training seminars conducted by the Union. Employees must submit a request at least thirty (30) calendar days in advance of the training. Such time, if granted shall be without pay, however an employee may use PTO for the Union training.
- 4.2 Visitation Privileges - The Labor Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances or conducting other Union business. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Union Representatives for the promotion of Union affairs other than stated above.
- 4.3 Bulletin Boards - The Employer shall provide space for a bulletin board at workstations, which may be used for Union purposes.
- 4.4 The Employer shall permit the Union Shop Stewards use of departmental copiers, typewriters, and other office machines. The Employer agrees to permit the Union to use Employer's inter-office mail system.

## ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1 A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.
- 5.2 Initial Complaint: An aggrieved employee or a party to this agreement, within ten (10) working days from the occurrence or knowledge of the occurrence of the alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence, must bring such dispute to the attention of the employee's immediate non-bargaining unit supervisor in an attempt to adjust the dispute or it shall be deemed null and void. Such dispute shall be presented in writing, setting forth the nature of the alleged grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. Provided, however, the sixty (60) day limitation shall not apply to disciplinary actions in which an employee had no knowledge or in case of deliberate concealment by the

Employer. With failure to satisfy the dispute at this stage, the grievance procedure shall be initiated.

5.2.1 Union Notification: Should any grievance herein defined arise, the same shall be taken up with the representative of the Union, who will then take the grievance up with the Sheriff and the Head of Human Resources or designee.

5.3 Upon receipt of the grievance the Sheriff and Union Representative shall schedule a meeting within fifteen (15) calendar days with all parties for the purpose of considering the grievance. If the grievance is not resolved in seven (7) calendar days following the meeting, a meeting shall be scheduled to appear before the Board of Commissioners or a duly appointed representative within fifteen (15) additional calendar days. If the grievance is not resolved within seven (7) calendar days after such meeting, the matter may be submitted by the signatory parties to this agreement to arbitration. Within ninety (90) calendar days the grievance will be withdrawn or the aggrieved signatory party shall serve notice of intent to arbitrate.

5.3.1 The Union recognizes the separation of authority between the elected Board of County Commissioners (BOCC) and the elected Sheriff. Accordingly, the grievance procedure at Section 5.3 shall be applied so that the BOCC shall be the exclusive party to resolve grievances with an economic impact and the Sheriff shall be the exclusive party to resolve non-economic grievances. Arbitration may be the step next following the BOCC or Sheriff, as the case may be.

5.4 If the grievance is not withdrawn, the parties shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon an arbitrator within seven (7) calendar days after receipt of the demand for arbitration, either party may request a list of eleven (11) Northwest arbitrators from the Federal Mediation and Conciliation Service or such other list provider as may be agreed. Procedural issues will be decided by the Arbitrator.

5.5 Nothing herein shall prevent an employee from seeking assistance of the Union or the Union from furnishing such assistance at any stage of the grievance procedure. Nothing shall preclude the Sheriff from obtaining counsel or from others providing counsel to the Sheriff.

5.6 The expenses of the arbitrator and the cost of the hearing room, unless such are paid by the State of Washington, shall be borne by the Employer and the Union equally.

5.7 Arbitration decisions shall be final and binding, however, Arbitrators shall not add to, delete from, revise or otherwise change this Agreement. In accepting appointment pursuant to this Agreement agree they shall render their written decision within thirty (30) days of the close of the hearing.

## **ARTICLE 6 DISCIPLINE AND DISCHARGE**

6.1 Just Cause - The Employer shall not discipline any non-probationary employee unless just cause for such discipline exists. Probationary employees may be disciplined with or without cause.

6.2 Personnel Files - Written reprimands shall not be used for purposes of progressive discipline after a maximum period of two years when there has been no reoccurrence of similar misconduct for which the employee was reprimanded. Any record of serious discipline shall not be used for purposes of progressive discipline after a maximum period of five years when there has been no recurrence of similar misconduct for which the employee was disciplined.

1.	Verbal Counseling	1 year
2.	Written Counseling	
3.	Written Reprimand	2 years
4.	Suspension	5 Years
5.	Disciplinary Demotion/Transfer	
6.	Termination	

6.3 A counseling is a recorded warning that future actions of a particular type may result in disciplinary action. Reprimands shall be in writing and shall be the first level of formal discipline.

6.4 Employees will be informed of any material placed into their personnel file that may have adverse disciplinary consequences. Reports of employee conduct must be dated and name the person making the report to be valid for disciplinary purposes.

6.5 Employee records shall be and remain confidential to the extent allowed by law. In the event the Employer shall receive a request to disclose an employee file by any party not in the Sheriff's Office such request shall be made known to the affected employee and Union as promptly as possible. In recognition that a full and complete Personnel File for every employee is in the best interest of all employees and the County as such files maintain a complete history of employment; no records of an employee shall be removed or destroyed from an employee file. Employees may add any explanation or comment to any document in their file.

## ARTICLE 7 SENIORITY

7.1 "Seniority" shall be defined as the position of an employee relative to other employees in the Bargaining Unit covered by this Agreement.

7.1.1 A permanent break in employment shall cause an employee to lose their seniority. Seniority shall be determined by the most recent date of hire within a division of the Sheriff's Office

- 7.2 The Employer shall provide the Union with a list of all current employees of the bargaining unit with their respective seniority dates on July 1st of each year and an additional copy for the Union to post upon the Union bulletin board.
- 7.3 Shifts and vacations will be determined by seniority within working units. Employees shall be allowed to bid, at least annually, as provided herein; **provided** that the Sheriff may, for reasonable cause, make an assignment without reference to seniority.
- 7.3.1 Bidding within working units shall be done on an annual basis for three (3) periods each consisting of four (4) months. Bids shall be posted by November 1. A bid sheet or calendar shall be created by the Sheriff and attached to the schedule binder. Each employee in order of seniority shall have 48 hours to make their bid for the upcoming year after being called to mark their bid. Employees may have a Shop Steward bid for them, and if so the bid shall be so noted. Any employee not available in person or proxy will be skipped. An employee who has been skipped shall be notified by email. An employee who has been skipped pursuant to this section may bid on an open shift at any time, provided that in no event shall a skipped employee be able to bump a less-senior employee who properly bid for a shift in accordance with this section.
- 7.3.2 For purposes of filing a start time that is newly created or becomes vacant the Sheriff may assign an employee to such start time without regard to seniority, provided, however, should the assignment be for a duration of ninety (90) days or more, or until the next shift bid, the assignment will be posted for bid as will the next two resulting vacancies. Vacancies created beyond the three in question may be filled by mutual agreement between the Sheriff and employees or by inverse seniority assignment.
- 7.4 An employee shall lose all seniority in the event of discharge or voluntary termination.
- 7.5 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 members possessing the proper qualifications for promotion and subject to the sole direction of provisions set forth by the rules and Regulations of the Island County Civil Service Commission covering Classified positions. Promotions, and assignment to vacant positions, shall be subject to the Sheriff selecting his/her choice from among qualified employees, with seniority being a factor in the choice, but not the only factor. This section shall not be applicable where the position is to be filled pursuant to Civil Service Rules. In such cases the Civil Service Rules and Procedures for selection will be utilized. In order to allow time for employee input, the Sheriff may fill positions on an interim basis (not more than 90 days) without regard to this Article.
- 7.6 Probationary Periods - Probationary periods shall be as provided in the Civil Service Rules, Section II, Rule 11, or its successor.

## ARTICLE 8 HOLIDAYS

- 8.1 The following legal holidays shall be subject to Holiday Pay :

New Years' Day

Veteran's Day



Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth (19<sup>th</sup> day of June)  
Independence Day  
Labor Day

Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day  
Employee's Birthday  
One Paid holiday of Employee's  
choice, RCW 1.16.050

8.2 Any employee who is normally scheduled not to work on the above holidays shall be paid at time and a half of the regular hourly rate if called to work on any of these holidays.

8.3 Any employee whose regularly scheduled shift begins on New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving or Christmas Day shall be paid at their regular rate plus ½ time of additional pay, for all hours worked on any of the seven (7) listed days. Employees scheduled to work outside their regular schedule on any one of the listed days shall be paid at two (2) times their regular rate for all hours worked on any of the seven (7) listed days. There shall be no compounding or pyramiding of this premium.

#### **ARTICLE 9 RESERVED SECTION:**

#### **ARTICLE 10 LIGHT DUTY:**

10.1 Light Duty - In the event a Unit employee suffers a short-term disability or illness that prevents the employee from performing their full range of duties for a period of two (2) weeks or more the Employer shall grant reasonable consideration to an employee's request for light duty work. Short Term shall mean of 60 days or less. The Light Duty provisions of this Agreement shall not amend or modify the requirements for physical and/or mental fitness required by the Civil Service Rules and Regulations for Island County, as amended and will not interfere with the application of Civil Service Rules regarding fitness for duty.

10.1.1 Light Duty assignments, when granted, shall only be for work that does not require the physical and/or mental standard for "on duty Corrections Deputies". The availability and content of work that does not require full "on duty" physical and/or mental fitness shall be determined by the Island County Sheriff in his/her absolute discretion. Positions offered may be declined.

10.1.2 Employees granted Light Duty assignments by the Sheriff shall be paid at the deputies' normal wage or if a deputy is denied by the Sheriff the requested light duty assignment shall be able to "make up" any deficiency in full straight time monthly earnings through the use of sick PTO.

## **ARTICLE 11 MILITARY LEAVE**

- 11.1 Military leave shall be granted as required by Federal, State and Local laws. By mutual agreement of the County and Deputy a Deputy may use annual leave or leave without pay when absent pursuant to military orders.

## **ARTICLE 12 JURY DUTY**

- 12.1 An employee shall be granted leave with pay while required to perform jury duty; **provided** however, the amounts of pay shall be the difference between the employee's regular salary and the amount he is entitled to receive as a result of jury duty, excluding mileage pay. Employees released from jury duty shall report to the Sheriff's Office for assignment. Accrued time-off with pay may be used by the employee for court appearances that are not job related.

## **ARTICLE 13 BEREAVEMENT LEAVE**

- 13.1 In the event of a death in any employee's immediate family, the employee shall be eligible for not more than five (5) working days or not more than forty (40) working hours of leave with pay to attend to personal matters. An employee is eligible for a one-half (1/2) day of bereavement leave with pay to attend a non-immediate family funeral, subject to the approval of the Elected Official/Department Head. Bereavement leave may be extended by the use of accrued vacation time with approval of the Elected Official/Department Head. For purposes of bereavement leave, persons related by blood or marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child or grandchild or relative living in the employee's household, or otherwise approved by elected official/department head.
- 13.2 The Sheriff or his designee may grant an employee sick leave or other accrued paid leave to attend the funeral of a fellow or retired employee.

## **ARTICLE 14 LEAVE WITHOUT PAY**

- 14.1 Leave without pay - Leave of absence without pay for a defined period of time may be granted to an employee. After thirty (30) calendar days an employee's seniority shall be adjusted by the amount of leave taken. Except as to leave required by statute (such as FMLA and USERRA).
- 14.2 Any request for a leave of absence shall be in writing by the employee to his immediate supervisor. The request shall state the reasons the leave of absence is being requested and the length of time off the employee desires.
- 14.3 Authorization for a leave of absence shall be given to the employee in writing from the Employer.

- 14.4 Any leave without pay beyond six (6) months duration must have the approval of the Employer for good cause shown.

## ARTICLE 15 HOURS OF WORK AND OVERTIME

- 15.1 The work period shall be defined as twenty-eight (28) days. The normal work week shall be defined as forty (40) hours of work, to consist of five (5) eight-hour (8) days, each day to consist of eight consecutive work hours in a twenty-four (24) hour period four (4) ten (10) hour days, each day to consist of ten (10) consecutive hours in a twenty-four (24) hour period, which shall run from midnight to midnight twenty-four (24) hours later. Each work week shall be separated from the next work week by a minimum of forty-eight (48) consecutive hours off duty; provided, however, that on bi-monthly shift rotation, less than forty-eight (48) hours may apply no more than three (3) times per year per employee

15.1.1 Work Breaks. The parties agree that no employee shall be deemed to 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 any 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. Breaks may not be accumulated or not taken in order to shorten the work day or work week. Intermittent breaks are recognized as compliance with RCW/WAC break requirements.

15.1.2 Prior to revising or changing an existing workweek, the Sheriff shall comply with Section 15.7 below.

- 15.2 Except as otherwise provided in this Article 15 employees who work hours in excess of their regular scheduled shift or work week shall be paid at the rate of time and one-half for all hours worked in excess of such regular schedule.

- 15.3 Minimum Mandatory Overtime – Employees ordered to report back to duty after going home after their regular shift, shall be guaranteed three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

15.3.1 In the event an employee is held over after their regular shift has ended or ordered to report to work prior to and leading into the employee’s next regular shift, such employee will be paid a minimum of three (3) hours at the rate of double (2x) the employee's regular straight-time hourly rate of pay for all hours worked prior to the start of the next regular shift or after the end of their current shift.

15.3.2 In the event an employee is **called to duty** on their day off, either as a court witness, case deputy or for an emergency call in such employee shall be paid a minimum of three (3) hours at the rate of double (2X) the employees regular straight-time hourly rate of pay for all such hours.

15.3.3 In order to earn callback pay (scheduled callback at 1.5X ) for court appearances the employee must inquire with the Prosecutor's office the afternoon prior to the court appearance to verify attendance is still required. If such employees are not provided with seventy-two (72) hours of notice that they will be required to attend a staff meeting or training, they will

be guaranteed three (3) hours at the rate of time and one half (1 1/2) for such activity. Employees who are contacted by phone for work related activities or information will be compensated for all such time in excess of fifteen (15) minutes per call or three (3) calls per twenty-four (24) hour period, at time and one half (1-1/2) the employee's regular rate.

15.4 The Sheriff or his designee may order deputies to be on gear ready assignment. The deputies so ordered to be gear ready shall be prepared to report for duty immediately when called to report. Deputies on gear ready assignment shall receive twenty five percent (25%) of their straight-time hourly rate while on gear ready assignment.

15.5 In lieu of overtime pay, employees may request, and shall be granted compensatory time at the rate of time and one-half for all overtime worked. Compensatory time (comp-time) may be accrued up to 465 hours of pre 1/1/94 over time. Effective January 1, 2023, all overtime in excess of 120 "banked" hours (excluding pre '94 banked hours) will be paid in cash as earned. Employees may "bank" up to 120 hours of comp-time.

15.5.1 During the life of this Agreement employees with compensatory time bank balances above 120 hours (excluding pre '94 banked hours) may continue to "use up" the balance by mutual agreement and consistent with state and federal law, or will be paid in cash for all amounts above 120 hours upon termination of this agreement. Comp-time will be paid in cash upon termination of employment.

15.6 In addition to the overtime provisions above, deputies who are assigned official duties outside Island county for extraditions which require travel and/or lodging during off-duty hours will be compensated at the standby rate (fifty percent [50%] of the normal hourly rate) for all time spent outside the normal duty hours to maximum of eight (8) hours of stand-by pay for each twenty-four (24) hour period. This provision (standby-by pay) does not apply to training.

15.7 The establishment of work schedules and starting time is within the purview of the employer and may be subject to change for legitimate operational needs. Absent an emergency however, the hours of work defined in Section 15.1 may not be changed before the end of a 60 day review period during which time the employer must:

15.7.1 Provide the Union and its members notice of the proposed changed at least 60 days prior to its implementation;

15.7.2 Discuss the proposed schedule change with the Union; and

15.7.3 After completing discussions with the Union, post a notice of the proposed change of the new schedule at least 30 days prior to its implementation.

15.7.4 Emergency shall be defined by Webster's Dictionary.

15.8 Mandatory overtime shall be defined as anytime an employee is directed by their supervisor to work a shift outside of his or her regularly scheduled work shift or directed not to leave work at the end of their shift or if the employee is required to stay fifteen (15) minutes or longer after their shift (resulting in overtime).

15.8.1 No employee shall be considered for mandatory overtime as an extension of an employee's last shift prior to pre-approved vacation of a full day or more in duration.

15.8.2 Whenever possible, employees shall be relieved from their mandatory overtime shifts in order of reverse mandatory (the last person mandatoried shall be the first eligible to be relieved).

15.8.3 Employees will be awarded three (3) declines in his or her mandatory overtime bucket at the beginning of the year. A decline may be used by an employee to avoid all mandatory overtime assignments in a given shift.

## ARTICLE 16 HEALTH AND WELFARE

16.1 The County will pay for employees an amount for plans as herein provided.

16.1.1 Effective within 30 days of the adoption of this Agreement, Bargaining Unit members will be offered the LEOFF Trust Plan F in categories of

- employee-only,
- employee plus spouse,
- employee plus spouse plus 1 child,
- employee plus spouse/children,
- employee plus one child & employee plus children.

16.1.1.1 Bargaining Unit members who select the employee-only option will not contribute to the cost of their medical care.

- Bargaining Unit members who select any of the dependent options will pay 10% of the portion of the premium required for the dependent option selected.
- The County will contribute \$175 per month into an HRA VEBA for each Guild member enrolled in the LEOFF Trust Plan F.

16.1.1.2 Effective January 1, 2023 those employees who decline all County offered coverage due to participation in another qualified medical plan will receive an HRA VEBA contribution of \$275 per month paid by the County, in accordance with the HRA VEBA plan.

16.1.2 The County may, upon 30 days notice 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, in the main components of the new schedule of benefits, be comparable to the schedule of plan benefits provided prior to the County's change. If the County wishes to change the plans, benefits, copays, costs or deductibles it will bargain these in accord with its obligations under R.C.W. 41.56.

16.1.3 In the event the County shall be the beneficiary of any premium waiver, the same shall apply to all employee contributions to the plan.

- 16.1.4 In the event the Medical Pool Account provided in the Agreement expiring on Dec 31, 2022 should have a positive balance upon conversion to the new payment method such balance shall be used to Pay required HRA/VEBA payments to be made by the County.
- 16.2 The Employer agrees to provide a vision plan for the employee, spouse and dependent children in accordance with the provisions of the WCIF Vision Service Plan (VSP) or equivalent. VSP currently includes one eye examination, one eye refraction each 12 month period and one set of frames every 24 months at no cost to the employee when provided by a participating ophthalmologist or optometrist and reimbursement to the employee per the schedule of benefits when provided by a non-participating ophthalmologist or optometrist. The parties agree to maintain the 85% County paid - 15% employee paid relationship of premiums for the vision coverage.
- 16.3 The Employer will continue to provide term life insurance coverage in the amount of \$25,000 for each bargaining unit employee. The Employer shall select an insurance provider adequately "rated" by a national rating of insurance companies and advise the Unit of the provider, consultant, and/or broker upon request or upon any contemplated change.
- 16.5 The County shall maintain existing dental coverage. The employer's dental contribution shall increase in proportion to the increase in the Delta Dental premium.
- 16.6 The Employer shall allow payroll deduction to pay the costs of an off-duty disability policy for employees.

The County offers a long-term disability insurance plan. There is a base policy (employer paid) and an additional "buy up" portion option (employee paid). The County will assist corrections employees in the purchase of the additional "buy up" portions of the disability insurance for those who "buy up". The amount of County assistance is limited to \$40.00 per month.

## **ARTICLE 17 UNIFORMS**

- 17.1 The Employer shall provide each new uniformed employee at the employer's expense a complete outfit upon commencement of employment pursuant to Appendix "A" and per 17.2 below as is appropriate to the appointment.
- 17.2 All employees required to wear uniforms who have completed their first year of employment shall be entitled to receive during each calendar year reimbursement for the purchase or replacement of uniforms (or plain clothes in the case of requirement to wear special apparel) and equipment listed in the Departmental manual and at Appendix A attached hereto. Allowances herein provided will be adjusted to a calendar year basis by providing a pro rata allowance from an employee's first anniversary to Year-End of the year of the first anniversary.
- 17.2.1 Reimbursement shall be up to \$1000.00.

- 17.3 The uniform and equipment allowance shall **not** carry over from year to year.
- 17.4 Additional understandings regarding Uniform allowance reimbursements:
- Duty weapons (including guns safes if required by law or the Sheriff) may be reimbursed upon submission of charges. Uniform cleaning cost (submit each quarter). Any uniform item decommissioned and replaced by the Sheriff will be provided by the Sheriff and not be charged to the employee's allowance.
- 17.5 All requests for uniforms and equipment shall be processed on forms approved by the Sheriff and submitted through the employee's immediate supervisor to the Division Chief for approval no later than November 30 for reimbursements of incurred cost during the year.
- 17.6 All uniforms and equipment will be purchased from an approved supplier.
- 17.7 All uniforms and equipment that needs to be replaced will be turned in and destroyed so that it can never be reused.
- 17.8 Uniform items need not be returned by employees when the length of employment has exceeded two years. All Department issued equipment shall be returned to the Employer upon termination of employment. For those employees who terminate employment with less than two years, all uniforms and equipment except footwear shall be returned to the employer.

## **ARTICLE 18 WAGES**

- 18.1 Special Assignment Pay - Deputies shall receive special assignment pay when in such capacity as provided at Section B.2. No employee will receive more than one specialty pay at any one time. There will be no compounding or pyramiding of premiums or special pay. Effective January 1, 2007 Specialty pay shall be 3% of wages and shall be included in base pay for the calculation of overtime.
- 18.2 The referenced wage table listed in Appendix "B" shall be adjusted as follows:
- a. Effective the 1<sup>st</sup> full pay period in January 1, 2023
    - i. Steps 1 and 2 shall be void with all employees in those steps moving to step 3 and having an anniversary date of January 1, 2023 for future steps.
    - ii. All employees not in Steps 1 or 2 shall be placed in the correct longevity column based on their length of service and then they receive their subsequent increase on their next eligible longevity date.
    - iii. Step 25<sup>th</sup> and step 30<sup>th</sup> shall not be used and step 20 shall be at the same wage rate as step 30
    - iv. The BASE rate (100% or Top Step) shall be step 3 with additional steps being "Longevity" steps.
    - v. Upon completion of i. through iii. there shall be applied a four percent (4%) increase to the BASE (step 6) Rate with all other steps being adjusted according to their percentage at each step.
    - vi. Upon completion of iv Sergeants shall be increased to 115% of Deputies for the same step and Lieutenants shall be increased to 122% of the same step for Deputies.

- b. Effective the 1<sup>st</sup> full pay period in January 1, 2024 the Base wage shall be increased by 2.5% of the 2023 Base with all other wages reflecting that increase

18.2.1 In addition to the wage adjustments in Section 18.2 a. through d.:

- a. Effective the 2<sup>nd</sup> pay period in March 2023 each employee currently employed shall be entitled to a Retention Incentive in the amount of \$1,300.00 for employment in 2023 and should such employee terminate their employment prior to December 31, 2023, a prorated repayment of such retention incentive shall be made for each month not worked in 2023 at 1/12<sup>th</sup> of \$1,300.00 to be retained from the employee's final check.

18.2.2 Effective the first full pay-period in 2013 after this agreement being applied to employees all employees shall no longer be considered "monthly" or "salaried" and shall be compensated by the hour for all compensable time pursuant to this agreement.

18.2.3 The Parties agree Deputies will receive in 2016 an additional 1% wage increase in recognition of continuing education and training as an element required of the job.

- 18.2.3.1 Effective January 1, 2024 there is an additional 0.5% added to the wage table as additional recognition of continuing education incentives.

### 18.3 **Lieutenants and Sergeants**

Lieutenants shall be 122% of Corrections Deputies and Sergeants shall be 115% of Corrections Deputies.

18.4 Employees may examine their personal payroll records upon reasonable request.

18.5 When there is no Lieutenant or Sergeant on duty a temporary assignment may be made from among qualified Corrections Deputies designating someone as lead. The Sheriff, under his prerogative to operate and manage its own affairs in all respects in accordance with lawful mandate, would make this assignment. The assignment would be for a particular shift. Pay would be provided for the hours actually performing the lead duties. Compensation for being assigned and performing lead responsibilities would be 4% in addition to the Deputy's normal rate of pay as listed in Appendix B. Officers assigned to acting duties for more than one shift will be paid at the Sergeant rate.

18.6 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, provided that, 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 counted toward longevity, provided further, that there is no provision for longevity back pay in this situation.



## ARTICLE 19 GENERAL PROVISIONS

- 19.1 The Employer agrees that it will repair or replace clothing, eyeglasses, and personal property needed in the line of duty, not to exceed the actual replacement value of such property that is damaged or destroyed in the line of duty. Line of Duty does not include normal “wear and tear” and is only for extra-ordinary damage of uniform items. If line of duty incident involves medical evaluation for employee under L&I, the Employer's replacement or repair costs for repairing or replacing the damaged or destroyed items may also be recouped from L&I; therefore, the packing slip, invoice or other documentation submitted by the employee should additionally note the commensurate date of incident, incident number and the phrase, DLOD (for Damaged Line of Duty).
- 19.2 The Employer agrees that at no time during the life of this agreement shall the Employer or its agent change any wages, benefits, or any conditions of employment for any employee that is classified into regular employment.
- 19.3 The failure of the Employer to exercise any right, prerogative or function reserved to the Employer under this Collective Bargaining Agreement shall not be considered or become a waiver of any of the rights, prerogatives or functions reserved to the Employer under this Collective Bargaining Agreement.
- 19.4 The provisions of the Island County Policy and Procedure Manual relating to educational incentives shall apply the Employees covered by this contract.
- 19.5 Reserve Deputies will not be used to supplant regular positions.

## ARTICLE 20 MISCELLANEOUS

- 20.1 Rules and Procedures Manual - The Employer shall furnish each employee with a copy of applicable Manual(s). New employees shall be provided with the above at the time of their appointment. The Employer shall provide the Union with a written copy of proposed policy changes at least twenty (20) days before the effective date of the changes and shall discharge its obligation under RCW 41.56.
- 20.2 Outside Employment - Employees wishing to engage in off duty employment must first obtain the approval of the Sheriff, which approval shall consider any conflict with the employee's duties as their prime employment, excessive hours, or any conflict with their law enforcement duties. The Sheriff shall not unreasonably withhold approval of off duty employment. No authorization for outside employment shall permit employment for a number of hours that shall result in a requirement under any Law that the Employer pay overtime; **provided** however, the Sheriff may, on specific occasions, authorize such overtime hours.
- 20.3 Liability Insurance-The Employer shall provide a general liability insurance policy covering all employees for all acts within their scope of employment. The Union and employees acknowledge the policy will have normal limits and exclusions. The County is under no

special obligation by virtue of this section. The Union shall be notified prior to the County's making a change in coverage where a material change to the limits or exclusions would increase an employee's personal liability exposure for lawful acts in the pursuit of employment.

## **ARTICLE 21 EMPLOYEE BILL OF RIGHTS**

- 21.1 All employees covered by this agreement shall be entitled to the following procedural protection.
- 21.2 In criminal matters an employee shall be afforded those constitutional rights available to any citizens. Employees who are subject to a criminal investigation shall be so advised and shall be advised of their Miranda rights.
- 21.3 In non-criminal matters relating to job performance, the following guidelines shall be followed:
- 21.3.1 Not less than forty-eight (48) hours before an interview the employee under investigation shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter. The employee may agree to a reduced notice period;
- 21.3.2 Any interrogation of an employee shall be at a reasonable hour preferably when the employee is on duty unless the urgent needs of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime;
- 21.3.3 Any interview shall take place at the Island County Sheriff's Office, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing. A representative of the Union or designated Bargaining Unit member may be present during the interrogation and represent the employee to the extent permitted by law. At the cost of the requesting party an investigative interview will be recorded. If an interview is recorded, all questions and answers shall be recorded. Upon completion of the investigation, the employee under investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview;
- 21.3.4 The questioning shall be reasonable in length and the employee shall be entitled to such reasonable intermissions as s/he shall request for personal necessities, meals, telephone calls and rest periods. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview;
- 21.3.5 The employee shall be interviewed in a professional manner and shall not be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation; and
- 21.3.6 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.

21.3.7 The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he is entitled under the laws of the State of Washington or the United States. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

“You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.”

Employees who are subject to a criminal investigation shall be so advised shall be advised of their Miranda rights.

21.3.8 At least three (3) business days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file.

21.4 Lethal Force. When an employee uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The affected employee may waive the requirements to wait forty-eight (48) hours.

#### 21.5 Medical or Psychological Examinations

The Employer retains the right to require employees to submit to medical or psychological examinations when the Employer has significant evidence that could cause a reasonable person to inquire as to whether an employee is still capable of performing his or her job or whether the employee poses a direct threat to safety. Specifically, the Employer must have a genuine reason to doubt whether an employee can perform job-related functions. The employee shall fully comply with the terms of a lawful order.

The examining professional shall issue a written report. The employee may obtain a second opinion at his/her own expense.

Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall make the employee's medical records available to the Union with the employee's consent.

## **ARTICLE 22 ELECTION OF REMEDIES**

- 22.1 Any alleged violation of contractual provisions also covered by Civil Service Rules may be adjudicated through the Civil Service appeals process or by grievance, provided that, the maintaining of a Civil Service Appeal, either before or after the filing of a grievance through the point in time in which a decision to arbitrate must be made by the Union, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his/her grievance, or the Union's right to require the Employer to arbitrate the grievance. Provided further, that nothing in this Section shall be construed as a waiver of any right that the Union may have to require the Employer to engage in Collective bargaining regarding changes that are mandatory subjects of bargaining.

## **ARTICLE 23 ENTIRE AGREEMENT**

- 23.1 This Agreement and all of its Articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

## **ARTICLE 24 SAVINGS CLAUSE**

- 24.1 If any article of this Agreement or any addendum hereto should be changed or held invalid by operation of law or by any tribunal of competent jurisdiction or of compliance with or enforcement of one article should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article and any other provisions of this Agreement impacted thereby so as to preserve the total package agreement originally reached by the parties.

## **ARTICLE 25 AGREEMENT DURATION**

- 25.1 24.1 This agreement shall become effective on the date adopted by the Board of County Commissioners except for those provisions with a specific effective date and shall remain in full force and effect unless and until it or an article in it is changed through subsequent amendment, through December 31, 2024.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

ISLAND COUNTY SHERIFF:

ISLAND COUNTY  
BOARD OF ISLAND COUNTY  
COMMISSIONERS:

\_\_\_\_\_  
Ricky Felici                      Date

\_\_\_\_\_  
Janet St. Clair

REPRESENTING  
TEAMSTERS LOCAL NO. 231

\_\_\_\_\_  
Jill Johnson

\_\_\_\_\_  
Melanie Bacon

\_\_\_\_\_  
Rich Ewing                      Date  
Secretary-Treasurer  
Teamsters Local No. 231

ATTEST:

\_\_\_\_\_  
Virginia Shaddy  
Clerk of the Board

## Appendix A - Uniforms

### Initial Issue - All New Hires<sup>1</sup>

- Trousers 3
- Long Sleeve Shirts 3
- Short Sleeve Shirts 3
- Tie 1
- Tie Bar 1
- Soft Body Armor 1
- Footwear 1
- Name Plate 1
- Badges 2
- Year round Jacket 1

### Nylon Gear<sup>2</sup>

- Gun Belt 1
- Underbelt 1
- Holster 1
- Keepers 4
- Nylon Cuff Case 1
- Nylon Magazine Pouch 1
- Key Holder 1
- Bio-Glove Holder 1
- Pepper Spray Holder 1

### Equipment

- Handcuffs 1
- Bio-Hazard Kit 1
- Bio Gloves 1
- Radio Ear Microphone 1
- Pepper Spray
- Flashlight
- Flashlight Holder 1

### Basic Entry Academy Uniform

- Trousers 3
- Short Sleeve Shirt 3
- Sweat Pants 1
- Sweat Shirt 1
- Gym Shorts 1
- T-shirts 1
- Running Shoes (\$100 max) 1
- Other Items as required by the CJTC

### Options Uniform/Equipment Allowance

- Leather Gun Belt Items
- Nylon Gun Belt Items
- Uniform Hats
- Uniform Accouterments
- Winter Coat
- Traffic Vest
- Rain Slicker
- Additional Practice Ammunition
- Additional Flashlights
- Additional First Aid Equipment
- Duty Sunglasses
- Duty Weapons
- Baton
- Baton Holder
- Home Gun Safe/Safety Equipment
- Weapons Maintenance Equipment
- Repair/Maintenance Fees for items on this list
- Items and Services as pre-approved by the Sheriff<sup>3</sup>

<sup>1</sup> Style, type and quality of all uniform/equipment items are the total purview of the Sheriff and are subject to change without notice.

<sup>2</sup> Or other man-made material.

<sup>3</sup> All items purchased with uniform allowance money must be substantially utilized in the performance of Correctional Duties.

## Appendix B Wage Tables

Effective January 1, 2023 wages shall be as provided in this Appendix except as otherwise indicated.

### B.1 Wage rates to be effective as provided in Article 18:

New 2023 STEPS													
Old steps	1st	2nd	3rd	4th	5th	6th	9th	12th	15th	18th	20th	25th	30th
			84%	92%	100%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		0.00%
<b>OPTION B 2023</b>			<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>12</b>	<b>15</b>	<b>18</b>	<b>20</b>		25 30th
<b>Corrections Officer</b>	2023 rates		25.60	28.04	30.48	31.09	31.72	32.19	32.67	33.16	33.66	34.34	35.37
<b>2023 Rates</b>	<b>4.00%</b>		<b>26.63</b>	<b>29.16</b>	<b>31.70</b>	<b>32.49</b>	<b>33.30</b>	<b>34.14</b>	<b>34.99</b>	<b>35.86</b>	<b>36.76</b>		36.76
<b>Corrections Sgt</b>			<b>30.62</b>	<b>33.54</b>	<b>36.45</b>	<b>37.37</b>	<b>38.30</b>	<b>39.26</b>	<b>40.24</b>	<b>41.24</b>	<b>42.28</b>	42.28	39.96
<b>Sgt to Dep %</b>	<b>115%</b>												
<b>Corrections Lt</b>			<b>32.49</b>	<b>35.58</b>	<b>38.67</b>	<b>39.64</b>	<b>40.63</b>	<b>41.65</b>	<b>42.69</b>	<b>43.75</b>	<b>44.85</b>	44.85	43.71
<b>Lt to Dep %</b>	<b>122%</b>												
New 2023 STEPS													
Old steps	1st	2nd	3rd	4th	5th	6th	9th	12th	15th	18th	20th	25th	30th
			84%	92%	100%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		0.00%
<b>2024</b>			<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>12</b>	<b>15</b>	<b>18</b>	<b>20</b>		25
<b>Corrections Officer Hourly</b>	2023 rates		26.63	29.16	31.70	32.49	33.30	34.14	34.99	35.86	36.76	36.76	
<b>2024 Rates</b>	<b>3.00%</b>		<b>27.43</b>	<b>30.04</b>	<b>32.65</b>	<b>33.47</b>	<b>34.30</b>	<b>35.16</b>	<b>36.04</b>	<b>36.94</b>	<b>37.86</b>		37.86
<small>(includes added education incentive)</small>													
<b>Corrections Sgt Hourly</b>			<b>31.54</b>	<b>34.54</b>	<b>37.55</b>	<b>38.49</b>	<b>39.45</b>	<b>40.43</b>	<b>41.45</b>	<b>42.48</b>	<b>43.54</b>	43.54	
<b>Sgt to Dep %</b>	<b>115%</b>												
<b>Corrections Lt Hourly</b>			<b>33.46</b>	<b>36.65</b>	<b>39.83</b>	<b>40.83</b>	<b>41.85</b>	<b>42.90</b>	<b>43.97</b>	<b>45.07</b>	<b>46.19</b>	46.19	
<b>Lt to Dep %</b>	<b>122%</b>												

### B.2 Special Assignment Pay

Subject to the requirement that discipline only be for just cause, the Union recognizes the absolute authority of the Sheriff to assign employees to “Special Assignments” at any time or to return any employee so assigned to regular duty based on operational need. It is agreed that any employee assigned to a Special Assignment listed herein shall be paid while assigned to that special duty. See § 18.1 for Specialty Pay Assignment.

Special Assignments are:

Field Training Officer (FTO)  
Electronic Home detention Officer (EHD)\* Paid per Month of Assignment  
PREA Coordinator

Effective when assigned by the Sheriff after full adoption of the Agreement

Defensive Tactics Deputy Paid per Month of Assignment  
Firearms Instructor Paid per Month of Assignment

Special Assignment Pay as stated in Section 18.1, shall be a part of base wage and shall be included in calculations of overtime.

\* The parties acknowledge that the EHD positions are not permitted to be on vacation or other scheduled time off at the same time. The Parties agree to discuss further scheduling issues regarding the EHD position as they arise.

B.3 Employees assigned to work a swing shift (1 PM to 11 PM) shall be entitled to a differential of seventy-five-cents (75¢) per hour in addition to the employee's regular rate of pay. Employees who work a graveyard shift (10 PM to 8 AM) shall be entitled to a differential of one dollar (\$1.00) per hour in addition to the employee's regular rate of pay.



## Appendix C – Paid Time Off Provisions

This appendix takes effect the first full pay period in January 2023 (updated 02/15/23).

### C.1 Paid Time Off Policy

- C.1.1 The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for such needs as County-designated and floating holidays, vacation, short term personal or family illness, medical appointments, school, volunteerism, and other activities of the employee's choice. The County's goal is to reduce unscheduled absences and the need for supervisory oversight.
- C.1.2 The PTO days employees accrue replace all existing holidays (County-designated and floating), annual leave, additional annual leave, special sick leave and Island County Sick Leave that employees have been allotted under prior policies. The annual leave and Island County sick leave employees accrued in the past will carry over as further described in Appendix C.
- C.1.3 PTO accrued prior to the first full pay period in January 2024 will be carried over to the following year, unless the amount exceeds 840 hours. The amount carried over will first take the annual leave balance hours at 100%, then the Island County Sick Leave balance hours at 100% until 840 hours is reached. If the employee has Island County Sick Leave remaining, the County will pay 50% for the remaining Island County Sick Leave.
- C.1.4 Washington State Sick Leave is excluded from PTO and will be accrued, used and administered separately. Employees may roll over up to 40 hours at the end of a year and may be paid up to 16 hours upon termination.

### C.2 Guidelines for PTO Use

- C.2.1 Each full-time employee will accrue PTO bi-weekly in hourly increments based on their length of service as defined below. One hour per 40 hours worked will accrue separately in compliance with Washington State Sick Leave Law, included in Chapter 49.46 RCW. A maximum of 40 hours of Washington State Sick Leave may be carried over from one year to the subsequent year.
- C.2.2 PTO is added to the employee's PTO bank when the bi-weekly paycheck is issued. PTO taken will be subtracted from the employee's accrued time bank in 30 minute increments. Temporary employees, contract employees/independent contractors, and interns are not eligible to accrue PTO.
- C.2.3 Eligibility to accrue PTO is contingent on the employee either working or utilizing accrued PTO during the bi-weekly pay period. A full work week is when an Employee

actually works the number of hours for which they are scheduled or uses previously accrued PTO during a single week. For example, an Employee accrues PTO when they work the 40 hours for which they are scheduled, uses previously accrued PTO in the amount of 40 hours or some combination of the two.

C.2.3.1 PTO is not earned in pay periods during which unpaid leave, short or long term disability leave, or workers' compensation/L&I leave are taken unless the employee also uses PTO top-up or performs work, in which case PTO will accrue. PTO may be utilized separately from Paid Family and Medical Leave (PFMLA) at the employee's choice. PTO may be used to supplement a Paid Family and Medical Leave absence up to 100% of the employee's usual regular pay, not including overtime.

C.2.4 In allocating Paid Time Off, seniority shall be followed as nearly as possible, and means shall be provided for the employees to indicate preferred PTO. PTO shall be granted at the time requested by the Employee if at all possible. If the nature of the work makes it necessary to limit the number of Employees on PTO at the same time, the Employee with the greater seniority shall be given his choice of PTO in the event of a conflict over PTO. All PTO will be with the prior approval of the Sheriff or his designee.

Requests shall be submitted by December 1 of the current year for PTO in the NEXT year, although this deadline does not serve to bar Employees from submitting PTO requests later but sets forth a deadline for those who wish to have priority pursuant to seniority provisions. Late requests will be granted to the extent consistent with staffing needs, and approval will not be unreasonably withheld.

C.2.5 Employees may choose to use PTO for the holidays designated annually by the Island County Board of Commissioners. Employees will not automatically be paid for holidays – they must choose to use PTO in order to receive pay. Failure to use PTO for a designated holiday will result in an unpaid absence.

C.2.5.1 Any employee whose regularly scheduled shift begins on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving or Christmas Day shall be paid at their regular rate plus ½ time of additional pay, for all hours worked on any of the seven (7) listed days. Employees scheduled to work outside their regular schedule on any one of the listed days shall be paid at two (2) times their regular rate for all hours worked on any of the seven (7) listed days. There shall be no compounding or pyramiding of this premium.

C.2.6 Employees may use time from their PTO bank in 30 minute increments. The time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include Paid Family and Medical Leave, bereavement time off, required jury duty, and military service leave.

C.2.7 PTO use requires two weeks notice to the Employee's supervisor unless the PTO is used for unexpected illness or emergencies, or if a separate notice requirement is included in separate policies or guidelines. The Paid Time Off form must be used to request PTO. In all instances, PTO must be approved by the Employee's supervisor in advance, except as noted above. The County appreciates as much notice as possible when an employee knows they expect to miss work for a scheduled absence. Other policies and guidelines may provide for specific, longer periods of notice, including but not limited to the Paid Family and Medical Leave benefit.

C.2.7.1 For Seniority applications, requests shall be submitted by February 1<sup>st</sup>. Although this deadline does not serve to bar employees from submitting PTO requests later, it does set fourth a deadline for those who wish to have priority pursuant to seniority provisions. Late requests will be granted to the extent consistent with staffing needs and approval will not be unreasonably withheld.

### C.3 Paid Time Off Exceptions

C.3.1 PTO may not be taken in excess of the PTO accrued. Time off taken in excess of accrued PTO will be unpaid. The only possible exception to this policy must be granted by the Sheriff or their designee.

C.3.2 PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. In other words, unpaid leave is not available to an employee who has accrued PTO to use for all or a portion of the absence.

### C.4 Specific Eligibility for PTO

C.4.1 PTO is earned on the following schedule based on a 40 hour work week. PTO is prorated based on the number of hours worked on an employee's regular schedule.

#### Years of Service

- 1-3: 304 working hours per year, earned at a rate of 11.6923 hours each full pay period worked in a calendar year.
- 4-8: 320 working hours per year, earned at a rate of 12.3071 hours each full pay period worked in a calendar year.
- 9-13: 336 working hours per year, earned at a rate of 12.9231 hours each full pay period worked in a calendar year.
- 14-19: 360 working hours per year, earned at a rate of 13.8462 hours each full pay period worked in a calendar year.
- 20: 368 working hours per year, earned at a rate of 14.1539 hours each full pay period worked in a calendar year.

- 21-30: 384 working hours per year and an additional day for each year of employment to a maximum of 456 hours, earned at a rate of 14.7692 – 17.5385 hours each full pay period worked in a calendar year.
- 31+: 456 working hours per year, earned at a rate of 17.5385 hours each full pay period worked in a calendar year.

C.4.2 Each employee may carry up to 840 hours into each new calendar year but will not continue to accrue PTO until their accrued hours fall below 840. Employees are responsible for monitoring and taking their PTO over the course of a year so that they do not lose time accrued when the current calendar year ends. These carry-over accruals do not impact the number of hours paid out at employment end.

C.4.2.1 Employees may choose to cash out up to 120 hours at the end of each year in order to reduce their PTO balance to 720 accrued hours. Employees seeking to cash out PTO shall notify Human Resources of their decision no later than December 15.

C.4.3 Employees are paid up to 840 hours maximum at employment end. An employee may not use PTO time that has not yet accrued. Employees who give notice of employment termination may use accrued PTO in the same month as the last day actually worked. In no event may an employee extend their employment beyond the last day actually worked by using PTO.

C.4.4 Employees who are rehired will receive credit for former time worked and accumulate current PTO for the combined time in accordance with the Policies and Procedures Manual.

#### C.5 Donated Leave

It is agreed that bargaining unit employees may transfer unused PTO hours at their rate of accrual 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 has exhausted 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 were used by the transferring person and placed in a donated leave pool.

## Appendix D Participation Agreement

### LAW ENFORCEMENT OFFICERS AND FIREFIGHTERS HEALTH & WELFARE TRUST

4407 N Division, Suite 516  
Spokane, WA 99207

Office Phone Number: 509-484-2388  
Office Fax Number: 509-487-2570  
Washington Toll Free: 800-377-2388

### AGREEMENT TO PARTICIPATE IN THE LAW ENFORCEMENT OFFICERS AND FIRE FIGHTERS HEALTH AND WELFARE TRUST

The undersigned Guild or Association agrees to participate in the Law Enforcement Officers and Fire Fighters Health and Welfare Trust ("Trust") commencing \_\_\_\_\_ through \_\_\_\_\_.

This agreement will automatically renew each January 1 thereafter unless terminated in writing 90 days prior to any subsequent January renewal. The Guild or Association hereby agrees and acknowledges that:

1. The undersigned representative has the authority to bind the Guild or Association identified herein;
2. The Guild or Association has the authority to act on behalf of and bind its individual members regarding the following member acknowledgement:
  - Each member acknowledges and agrees to the terms and conditions of the plan documents that govern the benefits provided under the Trust.
  - Each member further agrees that any misrepresentation or fraud related to enrollment or other information provided to the Trust may result in a cancellation of benefits and a denial of future participation in the Trust;
3. The Guild or Association will distribute this member acknowledgement to its members who are eligible to participate in the Trust;
4. The Guild or Association has received a copy of the plan documents that govern the benefits provided under the Trust; and
5. The Guild or Association has received of a copy of the BY LAWS OF THE LAW ENFORCEMENT OFFICERS AND FIRE FIGHTERS HEALTH AND WELFARE TRUST adopted the 27th day of January, 2007 as amended the 13th day of March, 2014 and agrees to abide by the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Guild or Association Name \_\_\_\_\_

By: \_\_\_\_\_ (Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_