

ISLAND COUNTY
and
WSCCCE - Local 1845

Labor Agreement – 2023 through 2025



WASHINGTON STATE
COUNCIL OF COUNTY AND CITY EMPLOYEES
AFSCME AFL-CIO

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A G R E E M E N T
By and Between
ISLAND COUNTY
and
LOCAL 1845

PREAMBLE

Island County, Washington, hereinafter referred to as the Employer, and Local 1845 of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, hereby set forth the entire Agreement between the Employer and the Union for the purpose of establishing wages, hours and conditions of employment, and to recognize the rights and responsibilities of the Employer, the Union and the employee.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time clerical and technical employees of the Employer excluding, elected officials, officials appointed for fixed terms, confidential employees, supervisors, superior court employees, sheriff's department employees, road and engineering department employees, deputy prosecutors, county extension service employees, also are excluded are all employees classified as temporary employees (which employment will not exceed six (6) months).

ARTICLE 2 - UNION SECURITY

- 2.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.
- 2.2 The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.
- 2.3 Upon the written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the amount of dues owed monthly as certified by the Union's Labor Representative and shall transmit the same to the Union's Labor Representative. For current Union members and those who choose to join the Union, the Employer shall deduct dues on a per pay period basis all Union dues and fees owed and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2..Authorizations for Union membership and/or dues and other Payroll Deductions are valid whether executed in writing or electronically.
- 2.4 The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 10 days of the employee executing the document, in the event Employer receives the Authorization from the

employee. The Employer shall provide to the Union quarterly, or upon reasonable request, a complete list of all bargaining unit members that includes: Employee name, home address, birth date, hire date, job classification, department, FTE status and base wage.

- 2.5 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.
- 2.6 The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written or electronically executed authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the P.E.O.P.L.E program.
- 2.7 The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

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 the Employer. The parties may voluntarily, mutually agree to reopen this Agreement in order to modify provisions that are affected by changes not anticipated at the time of this Agreement.
- 3.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the President of Local 1845, a Staff Representative of the Washington State Council of County and City Employees, AFSCME, AFL-CIO, the Board of Island County Commissioners, and as it affects the offices or departments of independent County officials, this Agreement is only effective when signed by that official, and the department so affected shall be bound for the term of the agreement.
- 3.3 This Agreement recognizes the independent authority of each of the following county officers over their office or department: the Assessor, the Auditor, the County Clerk, the Coroner, the District Court Judge, the Prosecuting Attorney, the Superior Court Judges and the Treasurer. Each of these officers must individually agree to any provisions of this Agreement which relate to the working conditions within their office or department. All parties recognize the inability of the County Commissioners or another officer to bind a

different county officer with respect to operations and working conditions within their office or department.

- 3.4 Labor/Management Meetings: If the Union wishes to address issues in a department, the Union will request to meet with the Elected Official or Department Head and the County Labor Relations Manager 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 a meeting with the County Labor Relations Manager. Only a Department Head/Elected Official is able to affect issues of/in their department.

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. ER 408 or RCW 7.07.030.

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.

D. Any discussion having an economic or budgetary impact must be approved by the Board of Island County Commissioners.

3.4.3 The County and Union shall meet regularly on an agreed day each month to discuss emergent issues.

A. Such meetings shall be governed by the agreements contained in Section 3.4 and its subsections.

B. Should either party desire to reschedule or cancel a meeting they shall promptly notify the other party, stating their intentions.

C. Union Officials, or designees of union officials, shall be excused from work to attend the meetings.

- 3.5 The County agrees to include a Union provided email address in its normal email distribution list of Requests for Proposal (RFP) notices. [executiveboard1845@gmail.com]
- 3.6 The Parties acknowledge State, Federal and Local laws regarding persons within a protected class and agree to County, Union and Unit Employees mutual duty to comply with such protections of rights.

ARTICLE 4 - EMPLOYEE RIGHTS

- 4.1 The Provisions of this Agreement shall be lawfully applied to all employees in the bargaining unit. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.
- 4.2 The Union and the Employer jointly agree to the concept of Equal Opportunity and Treatment to all employees, including without limitation, employees within any Federal or State protected class. Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally regardless of gender.
- 4.3 The Employer agrees to allow the Union to use one designated bulletin board or portion thereof in offices and buildings where Local 1845 members perform work for the purpose of posting notices of Union meetings and other Union business. No material deemed defamatory or scandalous by the Employer shall be allowed, and the Employer may remove such material at its discretion.
- 4.4 Accredited representatives of the Union shall have reasonable access to the public premises and designated non-public areas of the Employer for the purpose of investigating and discussing grievances provided the Union representative notifies the Employer of their presence and does not interfere in any way with the work of the employees. Such business will normally be confined to the employee's break and lunch periods and will be conducted in the employee's lounge or conference room, unless otherwise concurred by the Employer. The Employer agrees to provide a current list of employees covered by this agreement, including seniority dates, upon written request by the Union.
- 4.5 Official Union representatives may be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City Employees and/or American Federation of State, County and Municipal Employees, AFL-CIO; provided such time off without pay is requested with reasonable notice and does not interfere with the operations of the Employer. All such requests must be approved by the Employer. Employees may request to use accrued paid time-off or time-off without pay.
- 4.6 Union Activities Permitted on County Time:
- 4.6.1 Time off with pay for meeting(s) with the Employer regarding a formal grievance will be allowed, where the employee or Union President (or designee's) attendance is required as a part of the grievance procedure.
- 4.6.2 The Union Executive Board members (7 persons) may each use up to one (1) hour per week, non-cumulative, for incidental Union business without reduction in pay. Provided, however, such activities will not result in a disruption or delay of County business or failure to follow a supervisors' directive regarding the allocation of work time.

- 4.6.3 Employees designated by the Union (not more than 3) to attend contract negotiation meetings shall be excused from work and shall not be reduced in compensation.
- 4.6.4 Provided, however, all of the foregoing shall apply so long as the County's workload can be performed without additional cost.
- 4.7 Each employee shall have a personnel file which may consist of multiple files and this collection of records will be known as the employee's personnel file. Personnel files will be made available, at mutually agreeable times and dates, to employees, upon employee request, at the Human Resources Department for their lawful inspection and comment as provided in RCW 49.12.250 and limited by RCW 49.12.260.
- 4.7.1 The Official Personnel File (OPF) shall contain only records pertaining to employment as an employee at Island County and such file shall be considered confidential.
- 4.7.2 Employees shall be given an opportunity to review any documents that are letters of reprimand/warning/or could be used in supporting disciplinary proceedings and shall sign such documents that are placed in the OPF.

ARTICLE 5 - MANAGEMENT RIGHTS AND PERFORMANCE OF DUTY

- 5.1 Management Rights - All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and function include, but are not limited to:
- the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto
 - the location of its offices, places of business and equipment to be utilized and the layout thereof
 - the right to establish or change schedules of work
 - the right to establish evaluations and standards of performance which shall be uniform within a particular department (different departments may have different evaluations and standards)
 - the right to establish, change, combine or eliminate jobs, positions, job classifications and that any new kind of contracting shall be subject to impact bargaining
 - the right to use volunteers if a current bargaining unit employee is not displaced
 - the right to designate the work and functions to be performed by the Employer and the places where it is to be performed
 - the determination of the number, size and location of its offices and other places of business, or any part thereof
 - the right to make and enforce safety and security rules and rules of conduct
 - the determination of the number of employees and the direction of the employees, including but by no means whatever limited to the hiring,

selecting and training of new employees

- the right to determine the suspending or discharge; scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.

5.1.1 The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to Management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of Management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The management rights provision shall be liberally construed to effectuate its purpose of reserving to management a broad scope of authority; the provision of this contract which expressly and specifically surrender or limit management rights shall be narrowly construed.

5.1.2 The exercise of Management's Rights shall not be subject to the grievance procedure of this Agreement. Provisions of this Article and/or Agreement which expressly and specifically surrender or limit management rights may be grieved.

5.2 Performance of Duty - During the term of this Agreement, the Union shall not cause or condone any work stoppage, sick out, strike, slowdown or other interference with the Employer's functions by employees under this Agreement, and should same occur, the Union agrees to take all steps to end such interference. Employees covered by this Agreement, who take part in any of the foregoing actions, may be subject to such disciplinary action up to and including discharge as shall be determined by the Employer.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Grievance Defined - A grievance shall be defined as a dispute or disagreement raised involving the interpretation or application of the specific provisions of this Agreement and/or County policies or procedures specifically adopted by reference in this Agreement.

6.1.1 A grievance shall be processed as set forth below, provided that the time limits may be extended for a specified period by mutual agreement of the parties in writing.

- a. For purposes of this Article, in computing any period of time prescribed or allowed by this grievance procedure, days shall be defined as any days the County is open for business Monday through Friday in any week under consideration.
- b. The day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday.
- c. The use of emails shall satisfy notification timelines per this Article.

6.1.2 If the aggrieved party fails to advance the grievance to the next step in the grievance procedure within the specified time limit, the grievance shall be considered settled. If

the aggrieved party does not receive a response within the specified time limit, they may advance the grievance to the next step.

6.1.3 It is agreed that in departments in which an independently elected official fills the Department Head position, the County Commissioners shall not review any grievance which concerns a matter or issue which is within the jurisdiction or authority of an independently elected County official. Under circumstances where the County Commissioners shall be skipped, the grievance shall proceed directly from the independently elected County official review to arbitration. If the grievance contains some matters within the jurisdiction of the County Commissioners and some within the jurisdiction of the independently elected County official, then only that portion of the grievance which is within the jurisdiction of the County Commissioners may be submitted to them.

6.2 Procedure

6.2.1 Step 1 - An employee who has a grievance shall submit it in writing to their supervisor within fifteen (15) days of its alleged occurrence. The supervisor shall provide an answer in writing to the grievant within fifteen (15) days after such presentation. Grievances may be submitted at a level other than the immediate supervisor whenever the supervisor asserts they have no authority to inquire into and adjust the grievance.

6.2.2 Step 2 - If the grievance has not been settled at Step 1, and the grievant desires to appeal, it may be formally referred by the Union or the Employer, in writing, within fifteen (15) days, to the appropriate Department Head or Union official with a "copy of record" to the County HR Director. The written grievance shall set forth the nature of the grievance, the specific applicable provision(s) allegedly violated and the relief requested. A meeting may be held between the appropriate Department Head or elected official with the employee, the designated Union steward and/or Council 2 staff representative, and a written decision will be submitted to the grievant, with a copy to the Union within fifteen (15) days.

6.2.3 Step 3 - If the grievance was not settled in Step 2, the grievant may refer the matter to the County Commissioners as outlined in Section 6.2.2 above, if appropriate. A meeting may be held between the County Commissioners or their designee, the employee, the representative Union steward and/or Council 2 staff representative, and a written decision will be given to the grievant with a copy to the union within fifteen (15) days.

6.3 Arbitration Procedure - If the grievance is not settled in accordance with the foregoing procedure, the grievant may request the grievance proceed to arbitration within thirty (30) days after receipt of the answer provided in Step 3. If the request for arbitration is not filed by the grievant within thirty (30) days, the party waives its right to pursue the grievance through the arbitration procedure. At any time and during any step of the grievance procedure, the parties may settle their differences by written agreement. Such settlement terminates the grievance procedure.

6.3.1 The Employer and the Union have agreed to a panel of arbitrators consisting of Howell Lankford, Ross Runkel, and Tom Levak. Arbitrators from this panel shall hear grievances

referred to arbitration in their order of appearance by rotation. Should the arbitrator in rotation not have any available dates within six (6) weeks of the date of request for their services, that arbitrator shall be skipped for that rotation and the next arbitrator shall be requested. It is the intention of the parties that hearings will be conducted within twelve (12) weeks of the request for arbitration.

6.3.2 The Arbitrator shall hold a hearing to receive relevant evidence submitted by both parties, and the Arbitrator shall be empowered to request such additional information as they deem relevant. Each party to the proceeding may call such witnesses as it deems necessary. The grievant shall have the burden of proof. The representative of each party may present opening and closing arguments. The hearing shall be closed to the public.

6.3.3 The Arbitrator shall have no right to amend, modify, ignore, add to or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not submitted for arbitration.

6.3.4 No arbitrator shall give consideration or weight to any alleged past practice or other asserted condition of employment unless such alleged condition of employment has been developed or actively continued during this agreement or has been reduced to writing by the duly authorized representative of the County. Any arbitration decision contrary to this section shall be null and void upon its receipt and shall not be enforceable regardless of the device an arbitrator may use to circumvent this Section or Article 22 or other provisions of this agreement limiting the authority of Arbitrators.

6.3.5 If the Employer prevails, the Union shall pay the fee and expenses of the arbitrator. If the Union prevails, the Employer shall pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. Each party shall pay any compensation and expenses for its witnesses or representatives. If either party requests a stenographic record of the hearing the cost of said record shall be paid by the party requesting it. If the other party also requests a copy, that party shall pay one-half of the stenographic cost. A party may make its own unofficial tape recording of the proceedings to be used solely as an aid to note-taking, at its own expense. By mutual agreement the parties may make an official transcript of the hearing using County recording equipment and providing a copy to each party and the Arbitrator.

6.3.6 No fine or other penalty may be imposed against the losing party.

6.3.7 The decision of the Arbitrator shall be final and binding on the parties; provided, that any party in its discretion may seek relief through lawsuit.

6.4 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.

6.5 No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration award shall be made by the arbitrator which grants any right or relief for any period whatsoever prior to the execution date of this Agreement.

6.6 Election of Remedies - It is agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of all rights by the grievant to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise,

litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of right to pursue the matter through the grievance procedure.

ARTICLE 7 - HOLIDAYS

7.1 The following legal paid holidays shall be recognized:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Veteran's Day
Juneteenth	Christmas Day
Independence Day	

7.2 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.

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

7.4 Four Tens (4-10's) Holiday - Holidays shall be paid at eight (8) hours, employees working 4 – 10s may top up with annual leave or comp-time when available. In the alternative, the work week may revert to five eights (5-8s) for the week of the holiday. The holiday week will be four tens (4-10s) or five eights (5-8s) as the department schedules it.

7.5 Under Washington law, Island County employees are entitled to up to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

7.5.1 If an employee wishes to be compensated for the time off, they must use accrued PTO or compensatory time. A partial day off will count as a full day toward an employee's yearly allotment of two days.

7.5.2 To take a day off or partial day off under this law, an employee must consult with their supervisor and submit a written request to their supervisor at least two weeks in advance. Untimely requests will only be considered if the employee can demonstrate that timely notice was not possible under the circumstances.

7.5.3 The unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee's supervisor. The employee's supervisor shall evaluate requests by considering the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" developed by rule of the Office of Financial Management.

7.5.4 If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days they have selected unless:

- The request was not submitted in a timely fashion, or
- The reason for the requested leave is not appropriate under the law, or
- The employee has already exhausted their allotment of days off under the law, or
- The employee is in a public safety position, such as police, fire, or dispatch, and granting the leave would result in the shift falling below necessary staffing levels, or
- Granting the request would cause an undue hardship; the term “undue hardship” has the meaning contained in the rule established by Washington’s Office of Financial Management.

7.5.5 The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

7.6 December 24th: Each Department may adopt such work schedule as is needed to perform the required work. Where the Department permits less than a full day of work, employees may use PTO or comp-time to “fill-out” their normal work-week hours and observe time-off as made available by the Department.

ARTICLE 8 – SCHEDULING PTO

- 8.1 PTO, that is not used for unplanned illness/medical care, shall be requested in excess of five (5) day blocks by November 30 of each year for scheduling purposes during the next year, except PTO used for illness.
- 8.1.1 In the event of scheduling conflicts, the employee with the most departmental seniority shall be given preference of PTO time, subject to the needs of the department.
- 8.1.2 PTO requested in excess of five (5) day blocks, or requested after November 30 of the prior year, shall be approved on a “first-come, first-serve” basis, subject to the needs of the department.
- 8.1.3 Requests submitted by November 30 shall be approved by December 31 scheduling leave for the next year.
- 8.1.4 Written requests for “first-come, first-served” leave shall be approved or denied in writing within 15 working days of their receipt by the approving official.

ARTICLE 9 – RESERVED

ARTICLE 10 - JURY DUTY/ COURT APPEARANCES

- 10.1 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 they are entitled to receive as a result of jury duty.

- 10.1.1 Accrued leave may be used by the employee for court appearances that are not job related.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.1 Leave Without Pay - Leave of absence without pay for a defined period of time may be granted to an employee by the Employer for a period not to exceed six (6) months. After thirty (30) days an employee's seniority shall be adjusted by the amount of leave taken.
- 11.1.1 Any request for leave of absence shall be in writing by the employee to their immediate supervisor. The request shall state the reasons the leave of absence is being requested and the length of time off the employee desires.
- 11.1.2 Authorization for leave of absence shall be given to the employee in writing from the Employer.
- 11.1.3 Any leave without pay beyond six (6) months duration must have the approval of the Employer and only granted for good cause shown.
- 11.2 Military Leave - Military leave for a period not to exceed fifteen (15) working days each calendar year shall be compensated as determined by R.C.W. 38.40.060. Any working days taken beyond fifteen (15) for military purposes shall be charged against PTO.
- 11.3 Bereavement Leave - In the event of a death in any employee's immediate family, the employee shall be eligible for not more than five (5) scheduled working days or not more than forty (40) working hours of leave with pay to attend to personal matters, whichever is less. Bereavement leave may be extended by the use of accrued PTO with approval by the Elected Official / Department Head and based on a determination of the needs of the County.
- 11.3.1 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 and based on a determination of the needs of the County.
- 11.3.2 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.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.1 The normal work week for regular full-time employees shall consist of forty (40) hours. The normal work scheduling shall be set by the employer. Any schedule change lasting thirty (30) consecutive days or more to an employee's normal work schedule shall be mutually agreed upon between the Union, the employee and the Employer, except;
- A. in case of an emergency; or
- B. in case the Union, the employee and the Employer cannot reach Agreement within thirty (30) days from the date the Union received notice of the change; the Employer shall have the right to make the change. Should the

change be implemented the Union may during the next 90 days continue to search for an agreeable solution through the Labor/Management process in section 3.4.

- C. a change in schedule as provided above shall not be considered a "lay off" under Article 18.

12.1.1 The County and an employee may mutually agree to Flex-Time:

- a. The workweek may be adjusted to accommodate the needs of the Employer or employee by allowing a flexible workweek/workdays within a Calendar week.
- b. Such flexible schedule shall not result in additional cost to the County.
- c. Such flexible workweek shall be reduced to writing and approved by Human Resources.
- d. The County has no obligation to agree to a flexible workweek and if a flexible workweek is agreed to it shall be for the convenience of the County.
- e. Any flexible workweek that has been agreed to may be revoked by either the County or the employee upon thirty (30) days notice from one to the other.

12.1.2 For the duration of this Agreement the normal hours of work and schedule shall be as existed prior to signing this Agreement, subject to the provisions of 12.1 above.

12.2 The Employer will authorize either a one hour or one-half hour unpaid lunch period as required to meet operational staffing requirement. Employees may request and their Supervisor grant, either a one (1) hour or ½ hour lunch as benefits both the employee and County schedule. Lunch periods will normally be taken at mid-shift unless otherwise arranged. See 12.9 regarding RCW 49.12.187.

12.3 Each employee shall be allowed two fifteen (15) minute breaks for each eight hours of work. One fifteen-minute break during the first four (4) hours of work and one fifteen minute break during the last four (4) hours of work. Employees who work a full twelve (12) hour shift shall be entitled to three (3) fifteen (15) minute breaks. See Section 12.9 regarding RCW 49.12.187 and the combining of breaks and lunch periods.

12.4 When the Employer requires the employee to work overtime the employee shall be compensated at the rate of time and one-half their regular straight time rate of pay for hours worked in excess of forty (40) hours in any week as determined by the Fair Labor Standards Act.

12.4.1 In lieu of overtime pay, compensatory time may be agreed upon between the employee and the Employer. Compensatory time requests shall be made each time overtime is worked. If compensatory time is agreed upon, such time normally shall be used within 60 days following the pay period in which it is earned but must be used by the end of the calendar year. If agreement cannot be reached as to the scheduling of earned compensatory time, accrued but unused comp-time shall be paid as overtime pay.

12.4.2 Employees who are required by their supervisor to report to work during a day which is observed as a holiday by the Board of Island County Commissioners shall be compensated at the rate of time-and-one-half for all hours actually worked on that designated holiday.

- 12.5 The Parties agree that in the event the Employer requires an employee to work additional unanticipated hours in any given week where the employee has pre-approved PTO and the amount of compensated time and hours worked exceeds forty hours, the employee shall be compensated at the regular hourly rate for all hours actually worked plus such pre-approved leave occurring in that week. To receive pay in excess of forty (40) straight-time hours the Department Head MUST sign the authorization to be used by the Auditor's Office. No employee may approve their own leave or additional hours in any given week where the amount of compensated time and hours worked exceeds their budgeted FTE.
- 12.5.1 Except as provided above no employee shall receive pay in excess of their budgeted FTE where such pay derives from any form of paid time-off.
- 12.6 Call Backs - When an employee has completed their regularly scheduled shift or work week and is called back, the employee shall be paid at the rate of one and one-half times their regular rate of pay for actual hours worked; provided that if the employee is called back and subsequently sent home for lack of work, they shall receive a minimum of two hours of pay at the regular rate of pay.
- 12.7 This Article 12 shall be modified as necessary to allow for the uninterrupted and efficient operation of the District Court as decided from time to time by the Judge of that Court.
- 12.8 Employees may be assigned as part of their essential (i.e.: indispensable) duties to carry with them and respond to an official Employer provided communications device during nonworking hours, or may be required to be available via cellphone or other electronic communication.
- 12.8.1 Assignment of a communications device for non-working hours availability shall be rotated among all qualified employees on a weekly basis such that no one employee is compelled to be available for two consecutive weeks. Qualified employees may voluntarily accept consecutive weeks by agreement with the Employer or among themselves. Generally, all qualified employees will be assigned to non-working hours the pager and/or communications device responsibilities in rotation prior to an employee being again assigned.
- 12.8.2 An employee who is assigned the responsibility of being available during non-working hours' via communications device will be paid \$55.00 per week on such assignment. Should an employee be excused from such assignment once commenced the replacement shall receive the \$55.00 and not the excused employee.
- 12.8.4 Employees 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) shall be compensated one-half (½) hour of "call back" pay at time-and-one-half (1½) 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 12.7 of the 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.
- 12.9 Employees may request and their Supervisor may grant, the combining of the employee's assigned lunch and break period (or periods) where such aggregation is on a single occasion

or as an ongoing work schedule as such aggregation benefits both the employee and County schedule. Lunch period and breaks can be combined into a single 60 minute break or a 45 minute lunch period and a single 15 minute break. In no event shall the County incur added cost to the department arising from the aggregation of lunches and breaks. The Union and Employer acknowledge the passage of RCW 49.12.187 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). Employees required to work without rest breaks or lunch may grieve such actions by the Employer.

12.10 Closure Of County Facilities Due To Unusual Circumstances

12.10.1 It is the policy of the County to maintain hours of operation which make the best use of people and resources in serving the needs of the public. During times of inclement weather, natural disaster or other emergency conditions, it is essential that the County continue to provide vital Public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.

12.10.2 Inclement weather conditions or other unusual situations may from time to time necessitate the closure of County facilities to the public. Closure of facilities shall be at the discretion of the Board of County Commissioners. County facilities closed to the public shall normally remain open to employees for work purposes unless an emergency closing of County facilities to employees is declared by the Board of County Commissioners.

12.10.3 The Chair of the Board of County Commissioners may close County facilities for up to 24 hours if a quorum of the Board is not available. The Board of Commissioners may designate a member of the Board to act as the Chair's alternate in this capacity when the Chair is unavailable to fulfill this duty.

12.10.4 The Presiding Judges of Island County Superior and District Courts or other judges so designated by the affected court will make the decision to close court in accordance with General Court Rule 21(a) and the courts' own departmental policies and procedure. Departments that work in close conjunction with the Courts, such as the Prosecuting Attorney's office and the Court Clerk's office, shall abide by the decisions of the judges as to whether or not their offices are closed.

12.11 **Alert Sense** – As partial consideration for the benefits of this Agreement, and based on experienced events potentially impacting the safety and security of its employees, all employees are encouraged to download the Island County Alert Sense application on their cellular telephones, both personal and County-owned. Employees who do not possess a cellular telephone or who refuse to download the application must report to Human Resources the telephone number at which they can be reached in the event of an emergency so that the County emergency management team may input that number into their County emergency notification system.

In the event the County receives a PRA request regarding the disclosure of Alert Sense contact information the Union shall promptly be notified.

- 12.11.1 Should a natural disaster or other emergency occur, all employees must report to a County facility in compliance with their usual work schedule or a recall to work outside their regular schedule unless otherwise advised by the Board of Island County Commissioners or their designees to take alternative action. This Agreement provides compensation for employee work or upon recall to work. Employees who cannot safely get to a County facility must contact their supervisor or another member of their department's management. Failure to adhere to the requirements of this provision may subject an employee to discipline and the Grievance Procedures of this Agreement.
- 12.12 Employee Absences Due To Inclement Weather Or An Emergency Closing Of County Facilities To Employees
 - 12.12.1 A department head or elected official may authorize an individual employee's use of accrued paid time off, County-approved administrative leave, accrued compensatory time or leave-without-pay for time off during inclement weather if it accommodates the special need or circumstances of the employee and does not unduly disrupt department operations.
 - 12.12.2 Authorized absences due to an emergency closure of County facilities by the Board may be covered by accrued paid time off, County-approved administrative leave, accrued compensatory time, or leave-without-pay. In the event the Board should authorize the use of sick leave during an emergency closure such use shall also apply to Bargaining Unit employees.
 - 12.12.3 Employees shall report their absence in compliance with established procedures, and any policies for reporting time under labor agreements are applicable.

ARTICLE 13 - OUT OF CLASS PAY

- 13.1 An employee who is temporarily assigned work in a higher classification within the bargaining unit and in fact performs the full scope of work of the higher classifications for a period of four (4) consecutive work weeks or more, shall be paid at the rate of pay assigned to the higher classification for all hours actually worked in the classification. An employee who has previously been assigned "out of class" work for four (4) weeks or more and demonstrated performance of the full scope of work at the higher classification, and who is again assigned to work at that higher classification will be paid for all hours assigned and worked. The Union may through the grievance procedure request a review should there be a perception of abuse of assigning work out of class.
- 13.2 An employee who is temporarily assigned to cover the position of an absent employee in a higher classification within the bargaining unit and in fact performs coverage of the assigned work of the higher classifications for a period of forty (40) consecutive working hours or more, shall be paid a premium of 5% for all hours covering the position.
- 13.3 There shall be a 15% "premium" pay for work performed operating a man-lift or when working on energized high-voltage (277 V or more) circuits but not more than 22½ % total when performing both tasks.

- 13.4 Sections 13.1 and 13.2 will never be compounded or accumulated, however, 13.1 may occur following a period 13.2 or vice versa.

ARTICLE 14 - MILEAGE, TRAVEL EXPENSE

- 14.1 Employees required to use their private cars in performance of their duties and responsibilities shall be reimbursed at the rate effective after ratification, as established by the Board of Island County Commissioners from time to time for non-bargaining unit County Employees.
- 14.2 Employees required to travel out of the County in the performance of their actual duties and responsibilities shall be reimbursed for actual expenses, at the rate established, and changed from time to time in the County Code, for non-bargaining unit employees. Employees shall provide receipts for reimbursement of these expenses. This section shall be interpreted and applied pursuant to the County Personnel Policy dated January 1, 2018 and including subsequent revisions provided there is no reduction in benefits in a revision, regarding travel and reimbursement to be attached to this Agreement upon adoption by the County. In the event the County should make improvements to the County Policy, same shall apply to employees in this Bargaining Unit.
- 14.3 Employees will receive travel time as work time when such is mandated by the Fair Labor Standards Act. Payments so required shall be in accordance with the work week - overtime - comp time practices of the Employer.

ARTICLE 15 - HEALTH AND WELFARE

- 15.1 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.
- 15.1.1 The County may, upon sixty (60) 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 be subject to Section 15.1.3 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.
- 15.1.2 In the event the County shall be the beneficiary of any premium waiver, the same shall apply to all employee contributions to the plan.
- 15.1.3 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 15.1. 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 HR 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.

- 15.2 The County shall provide Dental and Vision benefits to full-time employees covered by this agreement. 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.

15.3.1 If adopted plans permit part-time participation, Vision benefits provided to Regular full-time employees shall also be provided to regular part-time employees covered by this agreement at the same cost as offered to regular full-time employees.

ARTICLE 16 - OUTSIDE EMPLOYMENT

- 16.1 In the event that an employee is employed by another employer or self-employed and the position is within the scope of duties of those performed by Island County, the employee shall be required to submit a statement to the Employer containing the nature of such employment. In no event shall an employee engage in outside employment which could constitute a conflict of interest with Island County.

ARTICLE 17 – PROBATION, PROMOTION AND TRANSFER

- 17.1 All new employees will serve a six-month probation/trial period. An employee terminated during the trial period shall have no right to grieve such termination and probationary employees are exempt from the grievance process for purposes of discipline.
- 17.2 Job Openings: Whenever a permanent full-time or part-time opening occurs within the bargaining unit, a notice of the opening shall be posted in all county departments. 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 part-time position which increases in hours.
- 17.3 Any qualified employee is eligible to apply for any job opening. Filling openings from within is desirable when any employee has the qualifications and abilities necessary for the positions in question; however, the employer in its discretion may fill the opening from outside as the employer deems appropriate. The County should consider minimally qualified, internal Bargaining Unit applicants for Bargaining Unit positions prior to considering minimally qualified, external applicants. The employer in its discretion shall determine the qualifications and abilities for the position.
- 17.3.1 An internal candidate who is not selected for a vacancy shall be given a written reason by the HR Director why they were not selected upon written request to HR.
- 17.4 Whenever an opening is filled from within, pursuant to 18.1 or 18.2, and the chosen employee has at least two (2) years of County service, then the chosen employee may, at their option, return to their just vacated position without loss of departmental seniority, during the first fifteen (15) calendar days of work at the new position. After the expiration of the first fifteen (15) calendar days, Article 18 shall apply.

ARTICLE 18 - LAYOFF AND RECALL

- 18.1 Layoff - The Employer retains as a management right the authority to decide that a layoff shall occur, including but not limited to whether the layoffs are within or without the collective bargaining unit, within which department the layoffs shall occur, which classifications within a particular department shall be laid off, the length of the layoff, and the number of persons affected by the layoff. This management right is not subject to the grievance procedure of this Agreement. This provision shall be liberally construed to effectuate its intent of protecting the authority of the Employer concerning the decision to lay off, and in case of conflict between this subsection and any other provision of this Agreement, this subsection shall prevail.
- 18.1.1 Layoff by classification within the affected department shall be based upon seniority, the least senior employee to be laid off first; provided however, all temporary and probationary/trial period employees shall be laid off first. There shall be no seniority protection for the first two year(s) of employment with the particular department. Regular employees who have completed two (2) years of County service will receive seniority protection for purposes of this Section 18 after six (6) months of service in a particular department. Further, if such employee should be laid off during said first six (6) months of service in a particular department, they may return to the department from which they most recently transferred and fill any vacancy for which they are fully qualified, rather than be laid off. Should an employee revert to a former department, pursuant to the foregoing, they must elect to remain in the position occupied rather than be laid off, or accept the lay off after two (2) months of work in the reverted department, unless the reverting department head waives the necessity to make such election.
- 18.1.2 In the event of a reorganization of County departments an employee being displaced may follow the work to available positions for which they qualify by seniority. Employees who transfer to a new department will retain their old department seniority for purposes of the transferred work and will accumulate department seniority in the new department from the date of transfer.
- 18.1.3 An employee who had been laid off may bump a less senior employee in the same Department in an equal or lower pay grade whether or not the employee holds previous status: provided they are qualified, in the Employer's opinion, to perform the work and has greater seniority.
- 18.1.4 Seniority for layoff and recall purposes only shall be based on an employee's date of hire with a particular County department. Seniority cannot be accumulated when an employee transfers from one department to another. Less than full-time employees shall accrue seniority at a pro-rata basis of a forty (40) hour week.
- 18.1.5 When an employee is involuntarily reduced in hours of employment and such employee has departmental seniority greater than another employee in the same department and such employee is qualified in the opinion of the Employer to perform the duties of the less senior employee, then the senior employee shall be given the work of the junior employee at the wage rate of the junior employee up to the full number of hours the reduced employee was working before the reduction. PROVIDED, the junior employee may not be forced to work fewer than twenty (20) hours per week because of this section.

- 18.2 Recall - The Employer retains as a management right the decision to decide that a recall shall occur, including but not limited to whether the employees recalled shall be within or without the bargaining unit, for which departments employees shall be recalled, which classification within a department shall be recalled, how soon the recall shall occur, and the number of employees or positions subject to the recall. This provision is not subject to the grievance procedure of this contract. This provision shall be liberally construed to effectuate its intent of protecting the authority of the Employer concerning the decision to recall, and in case of conflict between this subsection and any other provision of this Agreement, this subsection shall prevail.
- 18.2.1 Employees laid off shall be placed into a Layoff Pool for up to three (3) years, provided, they advise the County Human Resources Director on each anniversary of their layoff that they wish to remain in the pool. Employees in the Layoff Pool will be recalled to open or available positions within the bargaining unit PROVIDED, the employees to be recalled must possess the qualifications, skills, and abilities in the Employers opinion, enumerated in the most recent Island County Position Analysis Questionnaire and Job Description for the position and is the most senior (County service) employee in the Layoff Pool meeting the needs of the available position. Once recalled to a position, the employee will no longer be considered laid off and will no longer have rights to any subsequent opening except through transfer between departments.
- 18.2.2 The laid off employee shall keep the Employer informed of their current address. The Employer fulfills its duty by giving notice to the last known address of the employee. The employee, within ten (10) days of the Employer's notice must give the department head notice in writing that the employee accepts the offer to be recalled, and the employee must report to work not later than seven (7) days after their acceptance of the recall offer: provided, that the Employer in its discretion may allow the recalled employee a longer period to report to work.
- 18.2.3 An employee who is recalled shall assume previous seniority and increment dates adjusted for time laid off.
- 18.2.4 An employee who is recalled shall assume the previous rate of PTO accruals.

ARTICLE 19 - DISCIPLINE

- 19.1 The Employer retains the right to discipline, suspend, or discharge employees subject to the Grievance Procedure in this Agreement. Department Heads and Elected Officials are encouraged to use principles of proportional discipline with the employees they supervise. Under these principles, employee discipline is usually imposed starting from the least severe discipline and progressing to more severe discipline, when necessary, in order to correct problems. However, for serious infractions, more severe discipline may be taken. Starting with the least severe, these steps may include oral warnings, written warnings, suspension without pay, demotion, and finally discharge from employment. It is within the sole discretion of each Department Head and Elected Official on a case-by-case basis to determine which proportional discipline step should be imposed based upon a particular employee's conduct.

- 19.2 The employee shall have the right to have a shop steward or representative of the Union present at any interview with management which might result in disciplinary action, upon the employee's request and steward's availability.
- 19.3 No employee may be discharged or suspended without pay solely for the following types of misconduct without at least two prior written warnings within the previous 3 years:
- Tardiness
 - Absenteeism
 - Inappropriate dress or grooming
 - Rudeness to the public
 - Incompetence or poor work performance.
- 19.4 The Employer shall provide a copy of any written reprimand to the employee. All performance related documents shall be retained in an employee's personnel file. Performance related documents put into a personnel file shall be brought to the attention of the employee within 10 working days and shall be signed by the employee. Any complaint about an employee or employee performance by any person or from any source which may be used in future discipline will be promptly reduced to writing, provided to the affected employee for response and, together with the employee response, placed in the employee's personnel file.
- 19.5 Personnel Files - Written disciplinary documents shall not be used for purposes of progressive discipline after a maximum period of three (3) years when there has been no reoccurrence of similar misconduct for which the employee was reprimanded.

ARTICLE 20 - WAGES

- 20.1 Wage rates and classifications shall be as provided in Appendix A. No employee's pay shall be reduced by application of Appendix A; except when an employee changes positions and their pay changes to reflect the payrate of their new/current classification, e.g. an employee takes a position that is pay grade 10 while their prior position was pay grade 12; the employee's new pay grade will be 10.
- 20.1.1 Tables in Appendix A reflects the 2023-2025 wages and are included by reference.
- Retroactive pay, if any, will be paid within sixty (60) days of ratification of this Agreement by both the Union and the Board of Island County Commissioners. Any retroactive pay may be paid in a lump-sum based on a percentage of gross wages eligible for retroactive pay.
- 20.1.2 Effective the start of 1st full pay-period in 2023, the wage rates in the December 2022 wage table shall be increased by 4%. These wages are reflected in Table A-1 of Appendix A.
- 20.1.3 Effective the start of 1st full pay-period in January 2024, the wage rates in the December 2023 wage table shall be increased by 2.5%. These wages are reflected in Table A-1 of Appendix A.

20.1.4 Effective the start of 1st full pay-period in January 2025, the wage rates in the December 2024 wage table shall be increased by 2.0%. These wages are reflected in Table A-1 of Appendix A.

20.1.5 County Retention Incentive Payments:

Effective in 2023 employees shall receive a one-time County Retention Incentive Allotment (CRIA) which shall not be considered wages for any purpose including PERS payments. Such payment shall be thirteen-hundred dollars (\$1,300.00) and shall be paid in installments of not less than equal quarterly instalments during 2023 as shall be determined by the County Auditor. Employer anticipates paying 3 installments upon ratification if in September 2023 and the final installment in mid-December 2023.

- 20.2 The parties recognize that during the 2003-2005 contract term the wage table was revised to enhance retirement averaging by the elimination of steps beyond step 11. This permits a 30-year employee to have a full 5 years of pay at the top step. The Union agrees this revision is preferable for retirement enhancement.
- 20.3 It is agreed that in the event the County shall increase wages for unrepresented staff by a greater percentage than the total percentage increase granted in this agreement the Union will receive the same percentage increase as the non-represented employees.
- 20.4 The Union and County acknowledge an interest in staff development and career progression when individual ability and incentives are applied to directly advance the mission of County Government. The County Quality Improvement process is responsible for the identification of needed "career ladder" strategies which recognize enhanced education, skill and abilities utilized in the efficient delivery of Government Services. Career Ladders that are established for any career title shall not provide for automatic progression from one paygrade to another and the number of available positions in higher wage grades must be authorized by the Board through the Annual Budget process.
- 20.5 County Assessor bargaining unit employees who are appointed as Appraisers are covered by a career ladder system from Apprentice through Appraiser III as adopted by the Assessor.

ARTICLE 21 - CLASSIFICATION PLAN/PAY GRADES - NEW POSITIONS AND REVISIONS OF EXISTING POSITIONS

- 21.1 Requests for revisions in the pay grade of any position or requests to determine the pay classification of a new position shall be made in writing to the Board of Island County Commissioners by the Elected Official/Department Head, or by an employee or employee representative, through same, to be submitted to the Board of Island County Commissioners through the Human Resources Director. Requests for revision in pay grade shall NOT be accepted more frequently than once per year for a particular position. Employee initiated requests for reevaluation of their position shall be forwarded to the Human Resources Director within 30 days of the employee turning in the request to their Elected Official/Department Head.
- 21.2 All requests must contain the following support for the request and comply with the County's Equal Employment Opportunity Policy.

- 21.2.1 A completed Position Analysis Questionnaire (PAQ) that accurately reflects the current education required, essential duties, responsibilities and activities of the position to be classified or reclassified.
- 21.2.2 The PAQ for reclassification based on educational requirements must clearly state what additional required education has been completed since the original classification. A copy of the RCW or similar documentation indicating the change in educational requirements must be attached.
- 21.2.3 A request for reclassification based on a change in duties must clearly state in the PAQ what the new or additional duties are and why they have been required. This PAQ statement shall be in two columns showing the old circumstances in the left column and the changed circumstances in the right-hand column directly opposite so that the differences are readily apparent.
- 21.2.4 A detailed statement from the requester as to the impact on the department budget if such classification or reclassification were granted.
- 21.2.5 Any other factors the requester wishes the Board of Island County Commissioners to consider.
- 21.2.6 From the side-by-side PAQ a new Summary Job Description will be prepared by the Human Resources Department or Department personnel as directed by the Board of Island County Commissioners.
- 21.2.7 All completed items required by this sub section 21.2 shall constitute the minimum documentary support necessary to submit a position for evaluation or reevaluation.
- 21.2.8. Submissions not meeting the minimum documentary support required in this sub section will be returned to the requester.
- 21.3 Human Resources will recommend a preliminary classification for the position based on the PAQ, discussion with the department head/elected official, internal comparators and market data for comparable counties and forward the information and recommendation to the bargaining unit's Classification Committee for their comments.
- 21.4 Human Resource's preliminary classification and the comments of the Classification Committee will be presented to the Board of Island County Commissioners.
- 21.5 After the preliminary classification has been reviewed, the Board may reassess the position in view of concerns raised or expressed by the Classification Committee regarding the preliminary assessment. A final classification report shall then be issued by the Board of Island County Commissioners and the bargaining unit and the Human Resources Department shall be notified.
- 21.6 Upon adoption of the final classification report by the Board of Island County Commissioners, the Human Resources Department will be notified to process a job requisition and/or a personnel status change form. If the position is a reclassification the grid position shall be revised.
- 21.7 Should a dispute regarding the pay grade of a bargaining unit member persist, such dispute will be referred to a committee consisting of a Union and an Employer appointee who shall resolve the dispute by making a recommendation to the Board of Island County

Commissioners using principles consistent with the purpose of fairness to like positions that have been evaluated and are not in dispute. Deadlocks maintain the status quo. Absent a gross injustice, the recommendation of the Committee will be adopted by the Board of Island County Commissioners. This method of settling pay grid disputes shall be the exclusive method excluding all other possible remedies or procedures under this Agreement or law.

- 21.8 Progression from a position in a lower grade to a position of the same title at a higher grade within a department or unit of the County shall not be automatic except where the department has a written progression system that: (1) has increasing responsibilities or training that are objectively measured; (2) is in the best interests of the County; and (3) has been formally approved by the Board of Island County Commissioners as a progression system for the affected County department or unit.

When the Board of Island County Commissioners has received evidence that the responsibilities of a position have been reduced and such reduction in responsibilities results in an inequity for the assigned pay grade, the Board of Island County Commissioners may require a position to be re-evaluated to ensure equity with other County positions. If the re-evaluation cannot be accomplished after a reasonable time due to lack of timely cooperation in providing the detailed information in conformity with Sections 21.3 above, then the position may be classified as a pay grade seven (7) until such time as the re-evaluation is completed. When bargaining unit persons are affected by a reduction, such reduction shall only be effective after consultation with the bargaining unit.

ARTICLE 22 - ENTIRE AGREEMENT

- 22.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provision of this Agreement except as otherwise stated. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to, amend or supplement at any time period and in a written agreement.
- 22.2 Nothing in this Agreement shall be construed to diminish, affect, or expand any employee rights beyond those specifically stated and enumerated in:
- a. this Agreement, and;
 - b. in the Island County Personnel, Policies and Procedures Manual.

ARTICLE 23 - SAVINGS CLAUSE

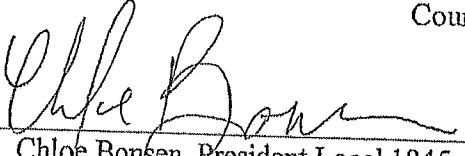
- 23.1 It is the intent and understanding of the parties that this Agreement is consistent with existing federal and Washington State statutes, administrative regulations and decisional case law. In the event of any inconsistency, the applicable statute or law shall prevail.
- 23.2 If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the portions of this Agreement not affected thereby shall continue in full force and effect, and either party shall have the right of renegotiations for the purpose of replacement consistent with the intent of the total Agreement.


ARTICLE 24 - DURATION

- 24.1 This agreement shall become effective as of the date of adoption by the Board of County Commissioners except for provisions with a specified earlier effective date and shall be for a term from the date of adoption by the County and through December 31, 2025.

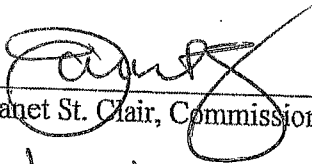
Dated this _____ day of _____, 2023.

For the Union
Local 1845, WSCCCE
Council 2, AFSCME, AFL-CIO

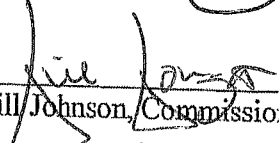

Chloe Bonsen, President Local 1845

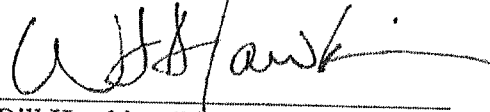

Joseph Downes, Staff Representative, Council 2

For the Employer
the Elected Officials of
Island County, Washington



Janet St. Clair, Commissioner



Shantel Porter, Coroner

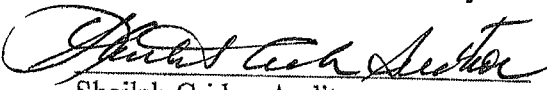

Jill Johnson, Commissioner



Bill Hawkins, District Court Judge


Melanie Bacon, Commissioner


Greg Banks, Prosecuting Attorney

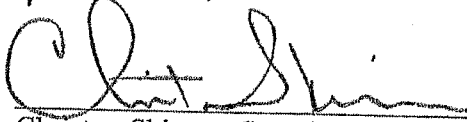

Kelly Mauch, Assessor

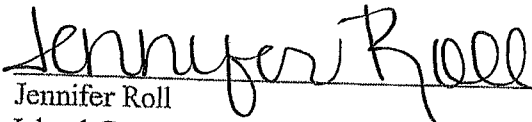

Sheilah Crider, Auditor

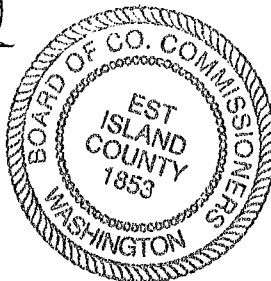

Tony Lam, Treasurer


Debra Van Pelt, Clerk


Carolyn Cliff, Superior Court Judge


Christon Skinner, Superior Court Judge


Jennifer Roll
Island County Clerk of the Board



For the Union
Local 1845, WSCCCE
Council 2, AFSCME, AFL-CIO

Chloe Bonsen, President Local 1845

Joseph Downes, Staff Representative, Council 2

For the Employer
the Elected Officials of
Island County, Washington


Janet St. Clair, Commissioner

Shantel Porter, Coroner

Jill Johnson, Commissioner

Bill Hawkins, District Court Judge

Melanie Bacon, Commissioner



Greg Banks, Prosecuting Attorney

Kelly Mauch, Assessor

Sheilah Crider, Auditor

Tony Lam, Treasurer

Debra Van Pelt, Clerk

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Christon Skinner, Superior Court Judge

Jennifer Roll
Island County Clerk of the Board

APPENDIX A - Classifications and Wages

14	Accountant 3 Mental Health Counselor (MA, License and Jail Counselor or Embedded with Law Enforcement) Planner 4 (Principal Planner) Public Health Nurse 3 Transportation Planner	Planner 1 (Assistant Planner) Preventions Coalition Coordinator Probation Officer 2 Program Coordinator 3 Public Health Assessment Coordinator
13	Accountant 2 Analyst 2 (Assessor) Building Inspector/Plans Examiner 3 Environmental Health Spec. 3 (EHS 3) Epidemiologist Facilities Project Specialist Functional Family Therapist Mental Health Counselor (MA and License) Office Manager 3 Public Health Nurse 2 Planner 3 (Senior Planner)	10 Accounting Coordinator 2 Appraiser 2 Custodial Lead EHS Technician 3 IT Support Technician 1 Juvenile Detention Officer Outreach Worker 2 Paralegal 3 Program Coordinator 2
12	Accountant 1 Analyst 1 Behavioral Health Coordinator Building Inspector/Plans Examiner 2 Commercial Appraiser Environmental Health Spec. 2 (EHS 2) Elections Supervisor Housing Resource Coordinator IT Support Technician 3 Mental Health Counselor (MA) Planner 2 (Associate Planner) Public Health Emergency Preparedness Coord. Public Health Nurse 1 Student Support Advocate Tax Analyst Veterans' Services Officer	9 Accounting Coordinator 1 Appraiser 1 Building Inspector/Plans Examiner Trainee Court Clerk 3 Coroner Assistant Department of Licensing (DOL) Clerk 2 EHS Technician 2 Maintenance Technician 2 Office Manager 1 Paralegal 2 Parks Technician Lead Permit Tech 2 Probation Coordinator Probation Officer 1 Program Coordinator 1 Records Manager
11	Appraiser 3 Building Inspector/Plans Examiner 1 Case Manager Environmental Health Specialist 1 (EHS 1) Elections Coordinator GIS Coordinator Housing Coordinator Housing Navigator IT Support Technician 2 Juvenile Detention Officer Lead Juvenile Probation Counselor Juvenile Probation/Adult Drug Court Cslr. Licensing Recording Lead Maintenance Technician 3 Mental Health Counselor (BA) Office Manager 2 Opioid Outreach Worker Paralegal Lead Personal Property Appraiser	8 Administrative Assistant 2 Court Clerk 2 Department of Licensing (DOL) Clerk 1 EHS Technician 1 Event Coordinator Maintenance Technician 1 Outreach Worker 1 Paralegal 1 Parent-Parent Education Specialist Permit Technician 1 Probation Office Assistant Senior Citizens Exemption Program Coordinator Vital Statistics Register
		7 Appraiser Trainee Administrative Assistant 1 Court Clerk 1 Custodian Parks Technician Receptionist Women, Infants & Children (WIC) Certifier

- A.2 Additional Understandings regarding the operation of Appendix A Wage Grid.
- A.2.1 The Employer may, from time to time, add positions to this grid. The new position(s) shall be evaluated by the Employer, using the same method as the initial grid, and after evaluation, the position shall be placed on the grid and the Union shall be so notified.
 - A.2.2 The Employer may, from time to time, delete positions it no longer intends to fill.
 - A.2.3 Employees receiving a wage above the appropriate Appendix A rate for the classification they are working in SHALL NOT be reduced by operation of an Employer-evaluated change. Employees receiving a wage below the appropriate Appendix A rate shall be increased to the appropriate wage.
 - A.2.4 All rates in Appendix A are for full-time employees (except where noted otherwise), and such rate(s) will be prorated down for workweeks of less than 40 hours per week.
- A.3 Wage rates for employees employed on the date of Union ratification.
See wage table A1 attached.
- A.4 Building Inspectors/Plans Examiner positions may revert to pay grades 9, 10 and 11 if permit fees are insufficient to cover the salaries at the pay grades listed above.

(Note all wage rates subject to review and correction by the Budget Director)

A-1 WAGE TABLE 2023

2023		Entry	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
4.00%			1st Year	2nd Year	5th Year	8th Yaer	11th Year	14th Year	17th Yr	20th Yr
Increments		base	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	2.00%	3.00%
Steps/Grade		1	2	3	4	5	6	7	8	9
7	Bi-weekly	1,664.00	1,705.60	1,748.24	1,791.95	1,827.78	1,864.34	1,901.63	1,939.66	1,997.85
	Hourly	20.80	21.32	21.85	22.40	22.85	23.30	23.77	24.25	24.97
8	Bi-weekly	1,695.62	1,738.01	1,781.46	1,825.99	1,862.51	1,899.76	1,937.76	1,976.51	2,035.81
	Hourly	21.20	21.73	22.27	22.82	23.28	23.75	24.22	24.71	25.45
9	Bi-weekly	1,841.22	1,887.25	1,934.43	1,982.79	2,032.36	2,073.01	2,114.47	2,156.75	2,221.46
	Hourly	23.02	23.59	24.18	24.78	25.40	25.91	26.43	26.96	27.77
10	Bi-weekly	1,986.82	2,036.49	2,087.40	2,139.58	2,182.38	2,226.02	2,270.54	2,315.95	2,385.43
	Hourly	24.84	25.46	26.09	26.74	27.28	27.83	28.38	28.95	29.82
11	Bi-weekly	2,132.42	2,185.73	2,240.37	2,296.38	2,342.31	2,389.15	2,436.94	2,485.67	2,560.24
	Hourly	26.66	27.32	28.00	28.70	29.28	29.86	30.46	31.07	32.00
12	Bi-weekly	2,326.27	2,384.43	2,444.04	2,505.14	2,555.24	2,606.35	2,658.48	2,711.64	2,792.99
	Hourly	29.08	29.81	30.55	31.31	31.94	32.58	33.23	33.90	34.91
13	Bi-weekly	2,519.30	2,582.28	2,646.84	2,713.01	2,767.27	2,822.61	2,879.06	2,936.65	3,024.74
	Hourly	31.49	32.28	33.09	33.91	34.59	35.28	35.99	36.71	37.81
14	Bi-weekly	2,713.98	2,781.83	2,851.38	2,922.66	2,981.12	3,040.74	3,101.55	3,163.59	3,258.49
	Hourly	33.92	34.77	35.64	36.53	37.26	38.01	38.77	39.54	40.73

A-2 WAGE TABLE 2024

2024		Entry	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2.50%			1st Year	2nd Year	5th Year	8th Yaer	11th Year	14th Year	17th Yr	20th Yr
Increments		base	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	2.00%	3.00%
Steps/Grade		1	2	3	4	5	6	7	8	9
7	Bi-weekly	1,705.60	1,748.24	1,791.95	1,836.74	1,873.48	1,910.95	1,949.17	1,988.15	2,047.80
	Hourly	21.32	21.85	22.40	22.96	23.42	23.89	24.36	24.85	25.60
8	Bi-weekly	1,631.61	1,672.40	1,714.21	1,757.07	1,792.21	1,828.05	1,864.61	1,901.91	1,958.96
	Hourly	21.73	22.27	22.82	23.40	23.86	24.34	24.83	25.32	26.08
9	Bi-weekly	1,887.25	1,934.43	1,982.79	2,022.44	2,062.89	2,104.15	2,146.23	2,189.16	2,254.83
	Hourly	23.59	24.18	24.78	25.28	25.79	26.30	26.83	27.36	28.19
10	Bi-weekly	2,036.49	2,087.40	2,139.58	2,193.07	2,236.93	2,281.67	2,327.31	2,373.85	2,445.07
	Hourly	25.46	26.09	26.74	27.41	27.96	28.52	29.09	29.67	30.56
11	Bi-weekly	2,185.73	2,240.37	2,296.38	2,353.79	2,400.86	2,448.88	2,497.86	2,547.82	2,624.25
	Hourly	27.32	28.00	28.70	29.42	30.01	30.61	31.22	31.85	32.80
12	Bi-weekly	2,384.43	2,444.04	2,505.14	2,567.77	2,619.12	2,671.51	2,724.94	2,779.44	2,862.82
	Hourly	29.81	30.55	31.31	32.10	32.74	33.39	34.06	34.74	35.79
13	Bi-weekly	2,582.28	2,646.84	2,713.01	2,780.83	2,836.45	2,893.18	2,951.04	3,010.06	3,100.36
	Hourly	32.28	33.09	33.91	34.76	35.46	36.16	36.89	37.63	38.75
14	Bi-weekly	2,781.83	2,851.38	2,922.66	2,995.73	3,055.65	3,116.76	3,179.09	3,242.68	3,339.96
	Hourly	34.77	35.64	36.53	37.45	38.20	38.96	39.74	40.53	41.75

A-3 WAGE TABLE 2025

2025		Entry	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2.00%			1st Year	2nd Year	5th Year	8th Year	11th Year	14th Year	17th Yr	20th Yr
Increments		base	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	2.00%	3.00%
Steps/Grade		1	2	3	4	5	6	7	8	9
7	Bi-weekly	1,739.71	1,783.20	1,827.78	1,873.48	1,910.95	1,949.17	1,988.15	2,027.91	2,088.75
	Hourly	21.75	22.29	22.85	23.42	23.89	24.36	24.85	25.35	26.11
8	Bi-weekly	1,772.77	1,817.09	1,862.51	1,909.08	1,947.26	1,986.20	2,025.93	2,066.44	2,128.44
	Hourly	22.16	22.71	23.28	23.86	24.34	24.83	25.32	25.83	26.61
9	Bi-weekly	1,924.99	1,973.12	2,022.44	2,062.89	2,104.15	2,146.23	2,189.16	2,232.94	2,299.93
	Hourly	24.06	24.66	25.28	25.79	26.30	26.83	27.36	27.91	28.75
10	Bi-weekly	2,077.22	2,129.15	2,182.38	2,236.93	2,281.67	2,327.31	2,373.85	2,421.33	2,493.97
	Hourly	25.97	26.61	27.28	27.96	28.52	29.09	29.67	30.27	31.17
11	Bi-weekly	2,229.44	2,285.18	2,342.31	2,400.86	2,448.88	2,497.86	2,547.82	2,598.77	2,676.74
	Hourly	27.87	28.56	29.28	30.01	30.61	31.22	31.85	32.48	33.46
12	Bi-weekly	2,432.12	2,492.92	2,555.24	2,619.12	2,671.51	2,724.94	2,779.44	2,835.02	2,920.08
	Hourly	30.40	31.16	31.94	32.74	33.39	34.06	34.74	35.44	36.50
13	Bi-weekly	2,633.92	2,699.77	2,767.27	2,836.45	2,893.18	2,951.04	3,010.06	3,070.26	3,162.37
	Hourly	32.92	33.75	34.59	35.46	36.16	36.89	37.63	38.38	39.53
14	Bi-weekly	2,837.47	2,908.41	2,981.12	3,055.65	3,116.76	3,179.09	3,242.68	3,307.53	3,406.75
	Hourly	35.47	36.36	37.26	38.20	38.96	39.74	40.53	41.34	42.58

APPENDIX B - Juvenile Detention Officers (JDO)

- B.1 The County employee staff who are classified as Juvenile Detention Officers shall be covered by all provisions of the Labor Agreement except as modified herein below.
- B.2 Juvenile Detention Center employees accepted for regular employment will be on twelve (12) month probation. A probationary employee may be terminated without regard to Article 19. A regular appointment is tentative pending the successful completion of the probationary period. As such, probationary employees are exempt from the grievance process for purposes of discipline.
- B.3 Holidays: Juvenile Detention Officers (JDO) shall not receive holidays as set out in Article 7 but shall be paid 8 hours of pay for each holiday within the pay period in which the holiday occurs rather than accrued time off (annual amount = 8 hours X 10 holidays per year).
 - B.3.1 JDO's who are on duty Thanksgiving, Christmas Eve or Christmas Day will be paid at time-and-one-half (1½) their regular rate for hours on duty, provided such shall not be compounded or pyramided with any other premium pay. Employees working these designated holidays will not be paid holiday pay in addition to time-and-one-half.
- B.4 Article 12 – Hours of Work
 - B.4.1 JDO's shall normally work a rotating 12 hour shift. The Employer may adjust the schedule to maintain the proper ratio of male and female Officers depending upon the Center's population.
 - B.4.2 Both parties acknowledge that the 7(k) exemption under the FLSA will be utilized for the purposes of determining overtime compensation. An employee must work in excess of 171 worked hours in a twenty-eight (28) day work cycle in order to receive overtime pay. No overtime will be worked unless specifically authorized by the Juvenile Court Administrator or their designee.
 - B.4.3 Article 12 shall not apply to Juvenile Detention Officers except that employees shall be paid overtime whenever such hours exceed straight-time hours pursuant to the Fair Labor Standards Act 7(k) exemption.
 - B.4.4 Employees called to work by the Court Administrator or Detention Manager on their scheduled day-off shall be paid at time-and-one-half (1½) their regular rate for hours on duty, provided such shall not be compounded or pyramided with any other premium pay. Employees shall be paid a minimum call out of three (3) hours unless such return to work is by mutual agreement between the Employer and employee. This provision does not apply for attendance at staff meetings, unless such attendance is mandatory.
 - B.4.5 In lieu of overtime pay compensatory pay may be agreed upon between the Employer and employee. Compensatory time for overtime requests shall be made

each time overtime is worked where compensatory time is desired. If compensatory time is agreed upon, it should be used within sixty (60) days of the period of being awarded but in no event beyond the end of the calendar year. If no agreement as to the date the compensatory time is to be used it shall be paid in cash at the next regular payday.

- B.5. Juvenile Detention officers shall be issued 4 shirts identifying them as a JDO. The County shall replace worn or damaged shirts as needed and the Officer shall maintain them. All JDO's shall wear the prescribed clean and presentable clothing while on duty.
- B.6. Employees classified, as "on-call" shall be used to fill in the schedule because of vacancies created because of employee absences. On-call employees shall be considered "Temporary employees" but shall not be subject to the six-month limitation in Section 1.1.
- B.7. Special Assignment Pay - The Union recognizes the absolute authority of the Court Administrator to assign employees to "Special Assignments" at any time or to return any employee so assigned to regular duty. It is agreed that any employee assigned to a Special Assignment listed herein shall be paid a percentage as provided below for each assignment of additional duties. Such payments shall be made in accordance with Article 20 and at the completion of each pay period wherein assignment has been made by the Court Administrator by adding the percentage amount to all other compensation of the employee. Effective upon the date this agreement is signed by all parties, such amount shall be 3% for all specialties. Special assignment pay shall be a part of base wage and shall be included in calculations of overtime. In no event may employees stack multiple special assignment pays when assigned to more than one special assignment.
 - B.7.1 Juvenile Detention Officers assigned to Special Assignments shall be paid the Specialty Pay for the hours actually worked performing the Special Assignment duties. Officers assigned to Special Assignments shall report directly to the Detention Manager.
 - B.7.2 Special Assignments are:
 - Defensive Tactics Officer
 - Field Training Officer (FTO)

Appendix C – Paid Time Off Policy

C.1 Paid Time Off Policy

C.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).

C.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):

YEARS OF CONTINUOUS EMPLOYMENT (counted beginning of year through end of year)	HOURS ACCRUED PER BIWEEKLY PAY PERIOD	APPROXIMATE ANNUAL PTO BENEFIT
1 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.

C.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.

- C.1.4 Except in cases of emergency, PTO must be requested and approved in advance of its use. Employees demonstrating a pattern of 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.

C.2 RESERVED SECTION

C.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.

C.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.

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

- C.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.

C.7 L&I Time Loss

In the event an employee is absent due to L&I time loss (sick leave use described below) and is not eligible for Washington Paid Family and Medical Leave, they shall use their accrued Washington State-mandated Paid Sick Leave (WSL) first. If the absence results in L&I top-up need in excess of the employee's accrued sick leave, the following shall apply in order:

- Earned but unused PTO and comp time.
- Upon approval of Elected Official/Department Head, a leave of absence without pay, if employee has no accrued PTO.

C.8 WASHINGTON SICK LEAVE

- C.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.

C.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.

C.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 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).

C.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.

C.8.5 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 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 sick leave, PTO 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 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 they are 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.

C.9 DONATED LEAVE

C.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.

C.9.2 PTO donations to the Donated Leave Pool or to a specific individual are made in one (1) hour increments. Donated leave will only be used in lieu of other leave.

C.9.3 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.

C.9.4 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.
- Washington 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.

C.9.5 Donated Leave—Donations Designated For a Specific Individual

PTO may also be donated in response to the perceived need of a particular employee. Such leave will not be made available to others seeking donated leave without the approval of the donor.

Donated hours will be based on the wage rate (times) X hours donated by the donor, (divided)/by the recipient's wage rate, (equals) = the hours donated to the recipient.

Any leave donated by employees to a specific individual who does not need it will be distributed back to the donors.

MOU for Positions Agreed to be in the Union on January 26, 2017

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ISLAND COUNTY
AND
AFSCME LOCAL 1845 OF THE WASHINGTON STATE COUNCIL OF COUNTY AND
CITY EMPLOYEES

This Memorandum of Understanding ("MOU") is entered into by Island County and Local 1845 of the Washington State Council of County and City Employees and the American Federation of State and County Municipal Employees AFL-CIO.

This MOU is entered into between the parties for the purpose of implementing an agreement reached on January 26, 2017.

Background:

On January 26, 2017 the parties reached an agreement regarding the inclusion of the following Island County positions into the AFSCME bargaining unit Local 1845.

- SharePoint Adoption Manager
- Accountant II
- Accountant I
- GIS Coordinator/Administrator
- Hydrologist
- Office Manager (Planning and Community Development)

The parties have agreed to work collaboratively to make this transition as minimally disruptive to the incumbent employees in the agreed upon positions.

This Memorandum of understanding between the parties will settle the terms regarding how the new positions will be integrated into the bargaining unit.

Agreement:

- 1 The incumbent employee in each position will be provided written notification by the Union of the settlement agreement that integrates the position into the AFSCME bargaining unit.
- 2 Upon receipt of the written notification the incumbent employee will be provided 30 days to respond and declare their intention to become a full bargaining unit member by submitting a payroll deduction form for union dues
- 3 If the incumbent employee elects not to submit a payroll deduction form for union dues within the allotted 30 days the employee shall remain excluded from the bargaining unit.
- 4 In the event that an incumbent employee elects to not become a full bargaining unit member. The position will remain unrepresented by the bargaining unit until the position becomes vacant, at which time the position will be included in the bargaining unit before filling the vacancy.
- 5 Upon a position being included in the bargaining unit, the parties agree to meet and bargain the integration of that position into the existing collective bargaining agreement and all issues of wages, benefits and working conditions through the Labor/Management committee.

The specific provisions of this agreement shall apply only to the positions listed above that were agreed to in the January 27, 2017 agreement.