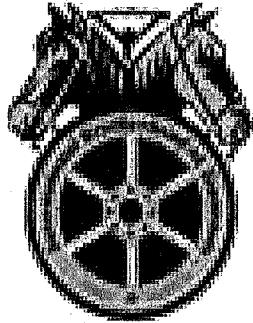


AGREEMENT  
by and between  
ISLAND COUNTY, WASHINGTON  
and  
TEAMSTERS LOCAL 231  
covering  
SHERIFF SUPPORT STAFF SPECIALISTS

**January 1, 2025, through December 31, 2027**



## TABLE OF CONTENTS

<i>ARTICLE 1 - RECOGNITION .....</i>	1
<i>ARTICLE 2 – UNION SECURITY .....</i>	1
<i>ARTICLE 3 - UNION MANAGEMENT RELATIONS.....</i>	2
<i>ARTICLE 4 - UNION PRIVILEGES .....</i>	2
<i>ARTICLE 5 - GRIEVANCE PROCEDURE .....</i>	3
<i>ARTICLE 6 - DISCIPLINE AND DISCHARGE .....</i>	4
<i>ARTICLE 7 - SENIORITY .....</i>	5
<i>ARTICLE 8 - HOLIDAYS.....</i>	6
<i>ARTICLE 9 – RESERVED ARTICLE.....</i>	6
<i>ARTICLE 10 – RESERVED ARTICLE.....</i>	6
<i>ARTICLE 11 - MILITARY LEAVE .....</i>	7
<i>ARTICLE 12 - JURY DUTY .....</i>	7
<i>ARTICLE 13 - BEREAVEMENT LEAVE .....</i>	7
<i>ARTICLE 14 - LEAVE WITHOUT PAY.....</i>	7
<i>ARTICLE 15 - HOURS OF WORK AND OVERTIME .....</i>	7
<i>ARTICLE 16 - HEALTH AND WELFARE.....</i>	9
<i>ARTICLE 17 - UNIFORMS.....</i>	9
<i>ARTICLE 18 - WAGES.....</i>	10
<i>ARTICLE 19 - GENERAL PROVISIONS.....</i>	11
<i>ARTICLE 20 - MISCELLANEOUS.....</i>	11
<i>ARTICLE 21 EMPLOYEE BILL OF RIGHTS .....</i>	12
<i>ARTICLE 22 - ELECTION OF REMEDIES .....</i>	13
<i>ARTICLE 23 - ENTIRE AGREEMENT .....</i>	13
<i>ARTICLE 24 - SAVINGS CLAUSE .....</i>	13
<i>ARTICLE 25 - AGREEMENT DURATION.....</i>	14
<i>Appendix A – Wages.....</i>	15
<i>Appendix B – PTO.....</i>	16

AGREEMENT  
by and between  
ISLAND COUNTY, WASHINGTON  
and  
TEAMSTERS LOCAL 231  
covering  
**SHERIFF'S SUPPORT STAFF SPECIALISTS**

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

#### **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer hereby recognizes Teamsters Local 231 as the sole bargaining representative of all regular full-time and part-time SUPPORT STAFF EMPLOYEES of the Island County Sheriff's Office WHOSE CLASSIFICATION IS CONTAINED IN APPENDIX "A", excluding all personnel above the rank of personnel in Appendix "A", employees assigned to the Sheriff's exempt Administrative Staff, provisional appointments, reserve officers and all other employees or volunteers whether paid or unpaid of the employer.

#### **ARTICLE 2 – UNION SECURITY**

2.1 Written Authorization: The County agrees to deduct membership initiation fees and dues from the wages of employees who have voluntarily authorized such deductions in writing. The Union will notify the County of its initiation fees and dues. The payroll deduction will begin the pay period following receipt of the authorization form. The County will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees and amounts to be credited on their behalf.

2.2 Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.

2.3 Indemnification: The Union will indemnify the County against any and all liability which may arise by reason of the deduction by the County of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

2.4 Notification to Union of New Hires: The County agrees to notify the Union representative of new hires within seven (7) days of hire. Notification will be in writing and will include name, address, date of hire, classification, and work location and phone number.

2.5 New Hire Orientation: The County will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.

## ARTICLE 3 - UNION MANAGEMENT RELATIONS

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

## ARTICLE 4 - UNION PRIVILEGES

- 4.1 Union Activity – Bargaining Unit employees shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit; **provided**:
  - 4.1.1 They notify the Employer at least forty-eight (48) hours prior to the time off;

4.1.2 The Employer is able to properly staff the employees' job duties during the time off without extra direct cost;

4.1.3 No more than three (3) Union members from the Sheriff's Office shall be named pursuant to the provisions of this section. The Union will keep the Sheriff's Office advised of Shop Stewards and current members on the negotiating committee.

4.1.4 Up to two shifts per calendar year shall be permitted off for Shop Stewards to attend training seminars conducted by the Union. Employees must submit a request at least thirty (30) calendar days in advance of the training. Such time, if granted shall be without pay, however an employee may use PTO for the Union training.

- 4.2 Visitation Privileges - The Labor Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances or conducting other Union business. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Union Representatives for the promotion of Union affairs other than stated above.
- 4.3 Bulletin Boards - The Employer shall provide space for a bulletin board at workstations, which may be used for Union purposes.
- 4.4 The Employer shall permit the Union Shop Stewards use of departmental copiers, typewriters, and other office machines. The Employer agrees to permit the Union to use Employer's inter-office mail system.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.1 A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.
- 5.2 Initial Complaint: An aggrieved employee or a party to this agreement, within ten (10) working days from the occurrence or knowledge of the occurrence of the alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence, must bring such dispute to the attention of the employee's immediate non-bargaining unit supervisor in an attempt to adjust the dispute or it shall be deemed null and void. Such dispute shall be presented in writing, setting forth the nature of the alleged grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. Provided, however, the sixty (60) day limitation shall not apply to disciplinary actions in which an employee had no knowledge or in case of deliberate concealment by the Employer. With failure to satisfy the dispute at this stage, the grievance procedure shall be initiated.
  - 5.2.1 Union Notification: Should any grievance herein defined arise, the same shall be taken up with the representative of the Union, who will then take the grievance up with the Sheriff and the Head of Human Resources or designee.
- 5.3 Upon receipt of the grievance the Sheriff and Union Representative shall schedule a meeting within fifteen (15) calendar days with all parties for the purpose of considering the grievance. If the grievance is not resolved in seven (7) calendar days following the meeting, a meeting

shall be scheduled to appear before the Board of Commissioners or a duly appointed representative within fifteen (15) additional calendar days. If the grievance is not resolved within seven (7) calendar days after such meeting, the matter may be submitted by the signatory parties to this agreement to arbitration. Within ninety (90) calendar days the grievance will be withdrawn or the aggrieved signatory party shall serve notice of intent to arbitrate.

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

- 5.4 If the grievance is not withdrawn, the parties shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon an arbitrator within seven (7) calendar days after receipt of the demand for arbitration, either party may request a list of eleven (11) Northwest arbitrators from the Federal Mediation and Conciliation Service or such other list provider as may be agreed. Procedural issues will be decided by the Arbitrator.
- 5.5 Nothing herein shall prevent an employee from seeking assistance of the Union or the Union from furnishing such assistance at any stage of the grievance procedure. Nothing shall preclude the Sheriff from obtaining counsel or from others providing counsel to the Sheriff.
- 5.6 The expenses of the arbitrator and the cost of the hearing room, unless such are paid by the State of Washington, shall be borne by the Employer and the Union equally.
- 5.7 Arbitration decisions shall be final and binding, however, Arbitrators shall not add to, delete from, revise or otherwise change this Agreement. In accepting appointment pursuant to this Agreement agree they shall render their written decision within thirty (30) days of the close of the hearing.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

- 6.1 Just Cause - The Employer shall not discipline any employee who has successfully completed their probationary period unless just cause for such discipline exists. Probationary employees may be disciplined with or without cause. Just cause discipline includes an employee's unreasonable failure or unreasonable refusal to report to work at a County facility in the event of a natural disaster where the Board of Island County Commissioners have not declared County offices closed.
- 6.2 Personnel Files - Written reprimands shall not be used for purposes of progressive discipline after a maximum period of two years when there has been no reoccurrence of similar misconduct for which the employee was reprimanded. Any record of serious discipline shall not be used for purposes of progressive discipline after a maximum period of five years when there has been no recurrence of similar misconduct for which the employee was disciplined.

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

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

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

## ARTICLE 7 - SENIORITY

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

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

7.2 The Employer shall provide the Union with a list of all current employees of the bargaining unit with their respective seniority dates on July 1st of each year and an additional copy for the Union to post upon the Union bulletin board.

7.3 Shifts and vacations will be determined by seniority within working units. Employees shall be allowed to bid, at least annually, as provided herein; **provided** that the Sheriff may, for reasonable cause, make an assignment without reference to seniority.

7.3.1 For purposes of filing a start time that is newly created or becomes vacant the Sheriff may assign an employee to such start time without regard to seniority, provided, however, should the assignment be for a duration of ninety (90) days or more, or until the next shift bid, the assignment will be posted for bid as will the next two resulting vacancies. Vacancies created beyond the three in question may be filled by mutual agreement between the Sheriff and employees or by inverse seniority assignment.

7.4 An employee shall lose all seniority in the event of discharge or voluntary termination.

7.5 Subject to the provisions set forth in this article, seniority shall prevail between qualified employees when vacancies or new jobs occur, subject, however, to the senior members possessing the proper qualifications for promotion and subject to the sole direction of

provisions set forth by the rules and Regulations of the Island County Civil Service Commission covering Classified positions. Promotions, and assignment to vacant positions shall be subject to the Sheriff selecting his/her choice from among qualified employees, with seniority being a factor in the choice, but not the only factor. This section shall not be applicable where the position is to be filled pursuant to Civil Service Rules. In such cases the Civil Service Rules and Procedures for selection will be utilized. In order to allow time for employee input, the Sheriff may fill positions on an interim basis (not more than 90 days) without regard to this Article.

7.6 Probation Periods - Probation periods shall be as provided in the Civil Service Rules, Section II, Rule 11, or its successor.

## **ARTICLE 8 - HOLIDAYS**

8.1 The following legal holidays shall be observed:

New Years' Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth (June 19 <sup>th</sup> )	
Independence Day	
Labor Day	

The County agrees that should the County adopt any additional holidays such additional holidays shall also apply to this Bargaining Unit.

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

8.2.1 Employees who are scheduled to work on holidays, such as Control Room Operator (CRO), Animal Control Officers and Evidence Technicians, will receive an additional paid day off that may be used like an additional annual leave day.

8.2.2 In addition to the above if a holiday lands on a CRO's scheduled day off the CRO will be allowed to take the earned holiday within the same pay period. Should staffing not allow the employee to take the holiday on an alternate day the employee shall be paid for the holiday at their regular straight-time hourly rate.

8.3 Employees with a 4/10 schedule who do not work either of the holidays listed above will have the choice of working the two hours needed within the pay period to bring them to forty hours for the holiday week or utilize other appropriate leave, such as compensatory time or PTO.

## **ARTICLE 9 – RESERVED ARTICLE**

## **ARTICLE 10 – RESERVED ARTICLE**

## **ARTICLE 11 - MILITARY LEAVE**

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

## **ARTICLE 12 - JURY DUTY**

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

## **ARTICLE 13 - BEREAVEMENT LEAVE**

13.1 Employees shall be entitled to bereavement leave as provided for in the Island County Personnel Policy at Section IV.11.

13.2 The Sheriff or their designee may grant an employee sick leave or other accrued paid leave to attend the funeral of a fellow or retired employee.

## **ARTICLE 14 - LEAVE WITHOUT PAY**

14.1 Leave without pay - Leave of absence without pay for a defined period of time may be granted to an employee. After thirty (30) calendar days an employee's seniority shall be adjusted by the amount of leave taken.

14.2 Any request for leave of absence shall be in writing by the employee to his/her immediate supervisor. The request shall state the reasons the leave of absence is being requested and the length of time off the employee desires.

14.3 Authorization for leave of absence shall be given to the employee in writing from the Employer.

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

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.1 The normal work week shall be defined as forty (40) hours of work, to consist of five (5) eight-hour (8) days, or, for eligible employees, four (4) ten-hour (10) days, each day to consist of eight or 10 consecutive work hours in a twenty-four (24) hour period which shall run from midnight to midnight twenty-four (24) hours later. Each work week shall be separated from the next work week by a minimum of forty-eight (48) consecutive hours off duty or seventy-two (72) hours off if working a ten-hour schedule.

15.1.1. **Work Breaks.** The parties agree that no employee shall be deemed to be "required" to work without a break or lunch unless such employee has specifically made a

request to their supervisor for a lunch or rest break and been denied an opportunity to take any rest break or lunch period. Employees not "required" to work without a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Breaks may not be accumulated or not taken in order to shorten the workday or workweek. Intermittent breaks are recognized as compliance with RCW/WAC break requirements.

15.1.2 Employees in the following classifications are eligible for 4/10 scheduling, Animal Control Officer, Evidence Technician, and Control Room Operator.

15.1.3 Prior to revising or changing an existing work week, the Sheriff shall comply with Section 15.5 below.

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

15.3 Minimum Overtime - Employees ordered to report back to duty after going home after their regular shift, or called to duty on their day off, either as a court witness, or for an emergency call in shall be guaranteed three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. In order to earn call-back pay for court appearances the employee must inquire with the Prosecutor's office the afternoon prior to the court appearance to verify attendance is still required. If such employees are not provided with seventy-two (72) hours of notice that they will be required to attend a staff meeting or training, they will be guaranteed three (3) hours at the rate of time and one half (1 1/2) for such activity. Employees who are contacted by phone for work related activities or information will be compensated for all such time in excess of fifteen (15) minutes per call or three (3) calls per twenty-four (24) hour period, at time and one half (1-1/2) the employee's regular rate.

15.4 In lieu of overtime pay, employees may request, and shall be granted compensatory time at the rate of time and one-half for all overtime worked. Employees may "bank" up to 120 hours of comp-time.

15.4.1 Comp-time will be paid in cash upon two (2) week request or upon termination of employment.

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

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

15.5.2 Discuss the proposed schedule change with the Union; and

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

15.5.4 Emergency shall be defined by Webster's Dictionary.

## **ARTICLE 16 - HEALTH AND WELFARE**

- 16.1 Bargaining Unit members shall be provided with the same medical, dental, and vision opportunities as County employees covered by the Local 1845 AFSCME CBA current terms and conditions.
  - 16.1.1 In the event that the County shall be the beneficiary of any premium waiver, the same shall apply to all employee contributions to the plan.
  - 16.1.2 Bargaining unit employees shall participate in the County Wellness Incentive Plan on the same basis as non-unit employees. The County reserves the right to amend or terminate the program at any time.
  - 16.1.3 Part-time employees working 30 or more hours per week shall be eligible for the same benefits as full-time employees.
- 16.2 The Employer shall allow payroll deduction to pay the costs of a supplemental off-duty disability policy for employees and shall provide basic disability benefits consistent with Section 16.1 above.
- 16.3 The Employer will continue to provide term life insurance coverage in the amount of \$25,000 for each bargaining unit employee. The Employer shall select an insurance provider adequately "rated" by a national rating of insurance companies and advise the Union of the provider, consultant, and/or broker upon request or upon any contemplated change.

## **ARTICLE 17 - UNIFORMS**

- 17.1 Animal Control Officers, Evidence Technicians and Control Room Officers shall receive reimbursement for the purchase or replacement of required uniforms and equipment during each calendar year. Reimbursement will be on a calendar year basis pro-rated from an employee's date of employment to Year-End of the first year of an employee's employment.
  - 17.1.1 Reimbursement shall be increased from \$450.00 to \$600.00 effective January 2024.
- 17.2 The uniform and equipment allowance shall not carry over from year to year.
- 17.3 All requests for uniforms and equipment shall be processed on forms approved by the Sheriff and submitted through the employee's immediate supervisor for approval no later than November 30 for reimbursement of incurred costs during the year.
- 17.4 All uniforms and equipment shall be purchased from an approved supplier.
- 17.5 All uniforms and equipment that needs to be replaced will be turned in and destroyed so that it can never be reused.
- 17.6 Uniform items need not be returned except as provided in this Article by employees when the length of employment has exceeded two years. All Department issued equipment shall be returned to the Employer upon termination of employment. For those employees who terminate employment with less than two years, all uniforms and equipment except footwear shall be returned to the employer.

## ARTICLE 18 - WAGES

- 18.1 The wage schedule is attached and listed in Appendix "A" for all employees in the Bargaining Unit and who remain employed on the day of ratification by both parties. Retroactive pay will only be paid for hours worked under this Agreement and shall be paid as promptly as the Island County Auditor can reasonably make an accounting and generate pay checks for covered employees where such accounting will be performed with regular staff during regular hours.
- 18.2 The referenced wage table listed in Appendix "A" shall be effective as stated therein.
  - 18.2.1 Wages shall be adjusted as follows:
    - a. Effective the 1<sup>st</sup> full pay period following January 1, 2025, the Base wage shall be increased by 3% of the 2024 Base with all other wages reflecting that increase.
    - b. Effective the 1<sup>st</sup> full pay period following January 1, 2026, the Base wage shall be increased by 2.5% of the 2025 Base with all other wages reflecting that increase.
    - c. Effective the 1<sup>st</sup> full pay period following January 1, 2027, the Base wage shall be increased by 2.5% of the 2026 Base with all other wages reflecting that increase.
    - d. Effective on the 1st full pay period in 2026 Grade I and Grade II:  
Employees who have served at least five (5) years in a classification and who exhibit work characteristics of punctuality, proficiency, expertise, flexibility, and versatility in assignments, as well as, overall positive interpersonal relationships with fellow workers, citizens and supervisors, will upon approval of the Sheriff, or designee, and Human Resources, be promoted to Grade II.  
Two years' experience in an essentially comparable position, either within Island County or another government entity, may substitute for two (2) years' experience in their classification with approval of the Sheriff, or designee, and Human Resources.
  - 18.2.2 Employees who reach the end of the wages table will be eligible for 2.5% increases every 5 years thereafter on the anniversary of their hire. Employees who have already reached the end of the adjusted wages table will receive increases commensurate with this agreement (i.e., someone with 25 years with the County will receive a 2.5% increase upon the effective date of this provision). The administration of this Section 18.4 c. shall be identical to the administration under the County Personnel Policy and Procedures Manual Section II.1.E or its successor.
- 18.3 Employees may examine their personal payroll records upon reasonable request.
- 18.4 Employees under this Agreement shall receive longevity credit for all uninterrupted (i.e. in employment status) service in any other Island County office or department in determining the proper wage rate in Appendix "A" or PTO in Appendix B.
- 18.5 Island County Personnel Policies and Procedures Manual Section II.8 is included by this reference and shall apply to all Bargaining Unit employees in determining the proper wage rate in Appendixes "A" and annual leave in Appendix B.

18.6 Unit employees shall be afforded the benefits conferred by the County PPM §III.7.

## ARTICLE 19 - GENERAL PROVISIONS

19.1 The Employer agrees that it will repair or replace clothing, eyeglasses, and personal property damaged or destroyed in the line of duty, not to exceed the actual replacement value of such property, that is damaged or destroyed in the line of duty. Line of Duty does not include normal "wear and tear" and is only for extra-ordinary damage of clothing items.

19.2 The failure of the Employer to exercise any right, prerogative or function reserved to the Employer under this Collective Bargaining Agreement shall not be considered or become a waiver of any of the rights, prerogatives or functions reserved to the Employer under this Collective Bargaining Agreement.

19.3 The provisions of the Island County Policy and Procedure Manual relating to training shall apply to the Employees covered by this contract (§III.8).

## ARTICLE 20 - MISCELLANEOUS

20.1 Sheriff Rules and Procedures Manual - The Sheriff shall furnish each employee with a copy of the Manual of Rules and Procedures. New employees shall be provided with the above at the time of their appointment. The Employer shall provide the Union with a written copy of proposed policy changes at least five (5) days before the effective date of the changes and shall discharge its obligation under RCW 41.56.

20.2 Outside Employment - Employees wishing to engage in off duty employment must first obtain the approval of the Sheriff, which approval shall consider any conflict with the employee's duties as their prime employment, or excessive hours. The Sheriff shall not unreasonably withhold approval of off duty employment. No authorization for outside employment shall permit employment for a number of hours that shall result in a requirement under any Law that the Employer pay overtime; **provided** however, the Sheriff may, on specific occasions, authorize such overtime hours.

20.3 Liability Insurance-The Employer shall provide a general liability insurance policy covering all employees. The Union and employees acknowledge the policy will have standard limits and exclusions. The County is under no special obligation by virtue of this section. The Union shall be notified prior to the County's making a change in coverage where a material change to the limits or exclusions would increase an employee's personal liability exposure for lawful acts in the pursuit of employment.

20.4 **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 shall download the Island County Alert Sense application on their County-owned cellular telephones. Employees who do not possess a County-owned cellular telephone 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.

20.4.1 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 in accordance with §6.1 of this Agreement, unless otherwise advised by the

Board of Island County Commissioners, Sheriff or their designees to take alternative action. This Agreement provides compensation for employee work or upon recall to work accordingly.

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

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

matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the laws of the State of Washington or the United States. When a Garrity warning is given, the employee will be notified in writing and acknowledge receipt of the following:

“You are about to be questioned as part of an official administrative investigation. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance. If you refuse to answer, you may be subject to disciplinary action for insubordination up to and including dismissal. If you are ordered to answer a question and you provide an answer, then neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in a criminal proceeding. However, these statements may be used against you in disciplinary proceedings.”

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

## **ARTICLE 22 - ELECTION OF REMEDIES**

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

## **ARTICLE 23 - ENTIRE AGREEMENT**

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

## **ARTICLE 24 - SAVINGS CLAUSE**

- 24.1 If any article of this Agreement or any addendum hereto should be changed or held invalid by operation of law or by any tribunal of competent jurisdiction or of compliance with or enforcement of one article should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article and any other provisions of this Agreement impacted thereby so as to preserve the total package agreement originally reached by the parties.
- 24.2 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.

#### ARTICLE 25 - AGREEMENT DURATION

25.1 This agreement shall become effective upon full adoption by both Parties and shall remain in full force and effect unless and until it or an article in it is changed through subsequent amendment, through December 31, 2027

DATED THIS 15<sup>th</sup> DAY OF July, 2025.

For the Employer Island County:

Melanie Bacon

Melanie Bacon, Commissioner

Janet S. Clair

Janet St. Clair, Commissioner

Jill Johnson

Jill Johnson, Commissioner

ISLAND COUNTY SHERIFF:

Rick Felici

Date: 7/8/25

For Teamsters Local 231:

Rich Ewing

Rich Ewing, Secretary-Treasurer

Date 6-30-25



ATTEST:

Jennifer Roll

Jennifer Roll, Clerk of the Board

Date: 7/15/25

## Appendix A – Wages

### 'Beginning of first pay period 2025

Add General increase	Entry	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	
	3.00%	Old Step 3	1st Yr	2nd Yr	5th Yr	8th Yr	11th Yr	14th Year	17th Yr	20th Yr
	base	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 9	
6--Records Clerks and Control Room Operators	<b>24.30</b>	24.91	25.53	26.17	26.69	27.23	27.77	28.33	29.18	
	1,944.22	1,992.82	2,042.64	2,093.71	2,135.58	2,178.29	2,221.86	2,266.30	2,334.28	
7--Animal Control & Evidence/Property Control Specialist	<b>27.46</b>	28.15	28.85	29.57	30.17	30.77	31.38	32.01	32.97	
	2,196.96	2,251.89	2,308.18	2,365.89	2,413.21	2,461.47	2,510.70	2,560.91	2,637.74	

### 'Beginning of first pay period 2026

Add General increase	Entry	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	
	2.50%	Old Step 3	1st Yr	2nd Yr	5th Yr	8th Yr	11th Yr	14th Year	17th Yr	20th Yr
	base	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 9	
6--Records Clerks I Control Room Operators I	<b>24.91</b>	25.53	26.17	26.83	27.36	27.91	28.47	29.04	29.91	
	1,992.82	2,042.64	2,093.71	2,146.05	2,188.97	2,232.75	2,277.41	2,322.95	2,392.64	
7--Records Clerks II Control Room Operators II	<b>26.53</b>	27.19	27.87	28.57	29.14	29.72	30.32	30.92	31.85	
	2,122.35	2,175.41	2,229.80	2,285.54	2,331.25	2,377.88	2,425.44	2,473.95	2,548.16	
8--Animal Control I Evidence/Property Control Specialist I	<b>28.15</b>	28.85	29.57	30.31	30.92	31.54	32.17	32.81	33.80	
	2,251.89	2,308.18	2,365.89	2,425.04	2,473.54	2,523.01	2,573.47	2,624.94	2,703.69	
9--Animal Control II Evidence/Property Control Specialist II	<b>29.98</b>	30.73	31.50	32.28	32.93	33.59	34.26	34.94	35.99	
	2,398.26	2,458.22	2,519.67	2,582.66	2,634.32	2,687.00	2,740.74	2,795.56	2,879.42	

### 'Beginning of first pay period 2027

Add General increase	Entry	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	
	2.50%	Old Step 3	1st Yr	2nd Yr	5th Yr	8th Yr	11th Yr	14th Year	17th Yr	20th Yr
	base	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 9	
6--Records Clerks I Control Room Operators I	<b>25.53</b>	26.17	26.83	27.50	28.05	28.61	29.18	29.76	30.66	
	2,042.64	2,093.71	2,146.05	2,199.70	2,243.70	2,288.57	2,334.34	2,381.03	2,452.46	
7--Records Clerks II Control Room Operators II	<b>27.19</b>	27.87	28.57	29.28	29.87	30.47	31.08	31.70	32.65	
	2,175.41	2,229.80	2,285.54	2,342.68	2,389.54	2,437.33	2,486.07	2,535.79	2,611.87	
8--Animal Control I Evidence/Property Control Specialist I	<b>28.85</b>	29.57	30.31	31.07	31.69	32.33	32.97	33.63	34.64	
	2,308.18	2,365.89	2,425.04	2,485.66	2,535.38	2,586.08	2,637.80	2,690.56	2,771.28	
9--Animal Control II Evidence/Property Control Specialist II	<b>30.73</b>	31.50	32.28	33.09	33.75	34.43	35.12	35.82	36.89	
	2,458.22	2,519.67	2,582.66	2,647.23	2,700.17	2,754.18	2,809.26	2,865.45	2,951.41	

## Appendix B – PTO

### B.1 Paid Time Off Policy

B.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).

B.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.**

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. The \$200 contribution is compounded annually, e.g. the first year is \$200, the second year is \$400, the third year is \$600 and so on. 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.

B.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.

**B.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.

**B.2 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.

**B.3 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.

**B.4** Accrual of PTO is based upon an employee's paid hours but excludes overtime hours and unpaid periods.

**B.5** 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.

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.

**B.6 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 before using Island County Sick Leave (ICSL). 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 vacation leave and comp time.
- Upon approval of Elected Official/Department Head, a leave of absence without pay, if employee has no accrued vacation time.

**B.7 WASHINGTON SICK LEAVE**

**B.7.1** 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.

**B.7.2 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.

**B.7.3 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).

#### B.7.4 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.

#### B.7.5 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/Vacation Leave) 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, Vacation Leave 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/ Vacation Leave) 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.

## **B.8 DONATED LEAVE**

B.8.1 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, Vacation Leave/Sick Leave, 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.

B.8.2 PTO and Vacation Leave 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.

B.8.3 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.

B.8.4 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 or Vacation Leave 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.
- Sick Leave cannot be donated. This includes both WSL and ICSL.
- No employee may use donated leave in conjunction with another benefit in which the amount would exceed 100% of their regular straight time salary.

B.8.5 Donated Leave—Donations Designated For a Specific Individual

PTO and Vacation Leave 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.