

ISLAND COUNTY

and

TEAMSTERS LOCAL 231

Deputy Prosecutors
Labor Agreement - 2025 through 2027

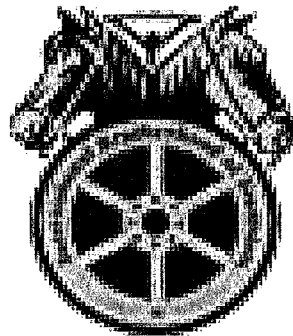


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A G R E E M E N T
By and Between
ISLAND COUNTY
and
TEAMSTERS LOCAL 231

PREAMBLE

Island County, Washington, and the Island County Prosecuting Attorney, hereinafter referred to as the Employer, and Teamsters Local 231, affiliated with the International Brotherhood of Teamsters, 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 Prosecuting Attorneys of the Employer as certified in PERC Decision 7279-PECB excluding all other employees employed by the Employer, and also are excluded are all employees classified as temporary employees (which employment will not exceed six (6) months).
- 1.2 This agreement shall not apply to "Special Deputy Prosecutors" who may be retained by the Island County Prosecuting Attorney for special situations or as required by law.

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 the Employer.
- 3.1.1 With permission of the Prosecutor, a unit member designated by the Union may participate in Contract Negotiations with the explicit understanding that no unit work will be delayed, nor will the department be subject to additional cost as a result of such participation.
- 3.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the Union, the Board of County Commissioners (BOCC), and the Island County Prosecuting Attorney for the term of the agreement.
- 3.3 This Agreement recognizes the independent authority of the Prosecuting Attorney who must individually agree to any provisions of this Agreement which relate to the working conditions within that 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 conditions within his/her office or department.
- 3.4 Labor/Management Meetings: If the Union wishes to address issues in the department, the Union will request to meet with the Prosecuting Attorney, with or without employees present as is 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 In order to promote the free and unobstructed exchange of concepts, concerns, possible change and ideas, the Union and Employer agree to the following ground rules for declared/scheduled Labor/Management Meetings:
- A. The meeting is for the frank and candid discussion of issues with the purpose of problem resolution not confrontation. All discussions are off the record and are not to be used by either party as evidence supporting any past, current, or future dispute. The intent is that evidence is not admissible as provided in Evidence Rule 408.
- B. Agreements or accommodations made in this process are not binding, do not modify the labor agreement, and do not establish a precedent or past practice.

- C. The Union must make an appointment with management, establish an agenda of items to be discussed or raised and advise management who it anticipates will be attending the meeting. Management agrees to schedule a meeting, proposed in advance by the Union, within a reasonable time. In the case of an appearance at the Department Head meeting, the Union will be placed on the agenda by the Chair and will have a specific time allotment during which questions may be asked and views exchanged. Management may have the Human Resources Director and/or their Labor Representative present at the meeting. Employees may have a Union Representative present.
- D. Any proposed agreement having an economic or budgetary impact must be approved by the BOCC in order to become effective.

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 Whenever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to all genders.
- 4.3 The Employer agrees to allow the Union to use one designated bulletin board or portion thereof in offices and buildings where Teamster 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 his 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. Such request will not be more often than six months after the preceding request.
- 4.5 Official Union representatives may be allowed time off without pay to attend designated conferences and conventions 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.
- 4.6 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, if not retained in the Human Resources Department 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 Non-Discrimination: No deputy shall be discharged, suspended, or discriminated against for upholding Union principles. Any deputy working under the instruction of the Union or who serves on a committee may do so without losing her or his position for such activity. There shall be no discrimination against any individual deputy or member of the Union with respect to the hire, tenure, compensation, or other terms and conditions of employment because of Union membership, race color, religion, national origin, creed, sex, sexual orientation or gender identity, marital status, physical, mental, or other sensory handicap except where such constitute a bona fide occupational qualification.

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 by no means whatever 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 descriptions
 - the right to establish compensation for new or changed jobs or positions
 - the right to establish new or change existing procedures, technological changes
 - the right to maintain order and efficiency
 - the right to continue to contract or subcontract any work as it has done in the past, provided 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, hiring, selecting and training of new employees, suspending or discharge
 - the right to determine the 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, 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.

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. 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. 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. Any time period in the grievance procedure may be extended for a stated period of time by the written agreement of the parties.

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, he may advance the grievance to the next step.

6.1.3 The Board of County Commissioners shall not review any grievance which concerns a matter or issue which is within the jurisdiction or authority of the Prosecuting Attorney. Under circumstances where the County Commissioners shall be skipped, the grievance shall proceed directly from the Prosecuting

Attorney review to arbitration. If the grievance contains some matters within the jurisdiction of the County Commissioners and some within the jurisdiction of the Prosecuting Attorney, 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 his 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 (s)he has no authority to inquire into and adjust the grievance.
- 6.2.2 Step 2A – Grievances Concerning Matters Within the Authority of the Prosecuting Attorney - If the grievance has not been settled informally and the grievant desires to appeal, it may be referred by the Union, in writing, within fifteen (15) days, to the Prosecuting Attorney. 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 Prosecuting Attorney with the employee, the designated Union steward and/or Teamsters Business Agent, and a written decision will be submitted to the grievant, with a copy to the Union within fifteen (15) days.
- 6.2.3 Step 2B - Grievances Concerning Matters Within the Authority of the Board of County Commissioners - If the grievance has not been settled informally and the grievant desires to appeal, it may be referred by the Union, in writing, within fifteen (15) days, 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 Union Agent, and a written decision will be given to the grievant with a copy to the union within fifteen (15) days.
- 6.2.4 Board of Adjustment - If the grievant is not satisfied at step 2A or 2B, within fifteen (15) working days after receipt of the decision, the grievant may submit the grievance to The Teamsters' and Employer's Board of Adjustment, or its successor, according to its rules and procedures. In the event the Board cannot resolve the matter Section 6.3 shall apply.
- 6.3 Arbitration Procedure - If the grievance is not settled in accordance with the foregoing procedure, the grievant may refer the grievance to arbitration within thirty (30) days after receipt of the answer provided in Step 2. 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 select an arbitrator from a pool of arbitrators consisting of George Leleitner, and Tom Levak or any other person by mutual agreement of the Union and Employer. An arbitrator from this pool

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. By mutual agreement of the Union and Employer expedited arbitration, including a bench decision, may be utilized.

- 6.3.2 The arbiter shall hold a hearing to receive relevant evidence submitted by both parties, and the arbiter shall be empowered to request such additional information as he deems 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 arbiter shall have no right to amend, modify, ignore, add to or subtract from the provisions of this Agreement. He/she 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 The cost of an arbitrator shall be shared equally between the Employer and the Union. Each party shall pay any compensation and expenses for its witnesses, attorneys 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.
- 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	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

- 7.2 With the adoption of PTO, the Board of County Commissioners may designate an additional holiday annually. Should the Board designate such holiday, members shall receive an additional PTO in place of the Board-designated holiday in recognition of members being governed by the Court schedule.

ARTICLE 8 - (RESERVED)

ARTICLE 9 - (RESERVED)

ARTICLE 10 - JURY DUTY

- 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 he is entitled to receive as a result of jury duty. 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.
- 11.1.1 Any request for leave of absence shall be in writing by the employee to his immediate supervisor. The request shall state the reasons the leave of absence is being requested and the length of time off the employee desires.
- 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 for good cause shown.

- 11.2 Military Leave - Military leave shall be according to applicable State and Federal law
- 11.3 Bereavement Leave - Funeral leave shall be allowed as provided in Section IV.16 of the County Personnel Policies and Procedures revised 04/01/98.

ARTICLE 12 - HOURS OF WORK

- 12.1 The parties recognize the County's and the Prosecuting Attorney's right to properly determine that Deputy Prosecuting Attorneys are licensed professionals employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy Prosecuting Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the Prosecuting Attorney may determine, and consistent with the ethical obligations of lawyers. Deputy Prosecuting Attorneys serve in an attorney-client relationship to the County and to the State of Washington and serve as "at will" employees at the pleasure of the Prosecuting Attorney.

Employees, as salaried professionals, shall determine their hours outside of the regular hours when the Prosecuting Attorney's Office is open to the public, and do so based on the professional requirements and responsibilities dictated by caseload and their professional responsibilities with regard thereto.

- 12.2 One or more employees may be assigned as part of their essential duties to serve as the "Duty Deputy Prosecutor" (DDP) from time to time, or according to a rotating schedule. The DDP shall respond to inquiries from and serve as a resource to law enforcement officers outside of regular working hours. The DDP may be required to carry a county-issued cell phone, pager, and/or computer device (such as a laptop, tablet or smart phone).

- 12.2.1 DDP assignments shall be in one-week increments. No employee may be compelled to serve as DDP for two or more consecutive weeks, except in case of actual necessity due to unavailability of other employees. Employees may voluntarily serve as DDP for two or more consecutive weeks. All qualified employees shall serve as DDP.

- 12.2.2 DDP Assignment – Base Compensation: An employee who is assigned as DDP will be paid \$45.00 per day on such assignment. Employees are assigned as DDP on a weekly basis. In the event a relief DDP must step in for the assigned DDP, the relief DDP shall be paid \$45.00 for each day serving as the relief DDP and the assigned DDP will not be compensated for those days.

- 12.2.3 Call Back Pay: Any member employee who is contacted outside of regular working hours by law enforcement officers or county officials for legal advisement, investigation and/or preparation for, attendance at and follow-up of probable cause hearings and who actually provides necessary legal advice or assistance to them, shall be compensated for the actual number of hours of work performed by the employee at the employee's pro rata hourly rate. Notwithstanding the foregoing, the minimum compensation shall be the equivalent of one-half (1/2) hour of work, and the maximum compensation shall be eight (8) hours of call back pay in any 24-hour period. Such 24-hour periods

shall begin at the close of business of the last regular working day preceding the contact from a law enforcement officer or county official and includes Saturdays and Sundays. Compensation under this section shall be solely for the inconvenience to the employee and shall not be deemed wages owed or earned under the FLSA or state wage and hour laws. At all times unit employees are exempt from the FLSA. The employee acting in this position will have access to a Reserved Parking Spot in the Law & Justice Parking Area.

- 12.2.4 An employee assigned to be the DDP shall make all reasonable efforts to be available and able to provide competent assistance for official consultation during all non-working hours. If an employee anticipates that he or she may not be able to fulfill this requirement, he or she shall arrange with another DDP to substitute, pursuant to Section 12.2.2 of the CBA.

ARTICLE 13 - MILEAGE, TRAVEL EXPENSE, AND REIMBURSEMENT

- 13.1 Employees required to use their private cars in performance of their duties and responsibilities shall be reimbursed at the rate established by the Board of County Commissioners from time to time for non-bargaining unit County Employees. If a County vehicle is available for the employee to use, the employee will not be eligible for reimbursement for mileage expenses if the employee elects to use his or her own vehicle.
- 13.1.1 "Available" in this section means that the employee has at least 24 hours notice, during the usual work week of Monday through Friday, of the need for the vehicle and has asked the County Fleet Manager if any vehicles are free to use. It is understood that County vehicles are not available for purposes of weekend call outs.
- 13.2 Reimbursement for lodging, meals and other incidental work-related expenses such as the cost to use ferries shall be according to the policies and per diem rates adopted by the Board of County Commissioners for non-represented employees.

ARTICLE 14 – SEVERANCE

- 14.1 Severance of DPA's: The parties desire to provide a measure of economic security consistent with the "at will" status of bargaining unit members whose continued employment is subject to the discretion and preferences of the newly elected Prosecuting Attorney whose decisions may be based on factors unrelated in any way to the job performance of a particular attorney.

In the event a Deputy Prosecuting Attorney's County employment terminates as defined in this Article, within the first twelve (12) months of the term of the newly elected Prosecuting Attorney, the County shall offer the employee a severance agreement including the following:

- a. The cash value of three (3) months salary based on the employee's salary rate in effect on the last day of employment. This payment does not change any other payment obligations owed upon termination of employment.
- b. "Terminates" as used in this Article to define severance entitlement will be found and results solely from the Prosecuting Attorney's exercise of "at will" discretion

to end the attorney's employment under circumstances not supported by documentation of reasonable cause, which documentation demonstrates deficiencies in job performance, conduct and/or attendance.

- c. An employee who accepts the County's severance offer will be required to sign a Release of All Claims in consideration for the severance payment.

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 30 days notice (60 days if plausible) to the Union, change the provisions related to the scope of plan benefits or the administration of the plan. Should the County change the basic schedule of benefits, such change of benefit schedule shall be subject to Section 14.1.3 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 for in Section 14.1. The Union shall give advance notice of such committee formation and shall designate one or more of its bargaining unit members to attend and participate in any multi-union advisory committee meetings that could impact members of the bargaining unit. In the event the Union shall create such a committee, the County, through the Human Resources Department, shall provide plan orientation, costs and related information on a mutually agreeable basis. The County will give serious consideration to any comprehensive recommendation from the committee, with the understanding that a single, county-wide plan containing coverage for retirees as required by statute is the objective of the County.
- 15.2 Bargaining unit employees shall participate in the County Wellness Incentive Plan on the same basis as non-unit employees. The Employer reserves the right to amend or terminate the program at any time.
- 15.3 The County shall provide Dental and Vision benefits to full-time employees covered by this Agreement. A plan will be offered that is without cost to employees. Any plans chosen by the County will not result in a reduction in existing aggregate benefit levels without an agreement to engage in good faith bargaining with the Union upon request.

ARTICLE 16 - PROMOTION AND TRANSFER

- 16.1 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 the department. The notice shall list the qualifications required for the position, the rate of pay, and the benefit levels of the position. There is no opening when the employer has determined to retain the incumbent employee filling a part-time position which increases in hours.
- 16.2 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 employer in its discretion shall determine the qualifications and abilities for the position.

ARTICLE 17 - LAYOFF AND RECALL

- 17.1 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.
- 17.1.1 Layoff within the department shall be based upon seniority, the least senior employee to be laid off first; provided however, all temporary employees shall be laid off first. There shall be no seniority protection for the first year of employment with the particular department. "According to County Policy the Prosecutor will endeavor to provide employees notice of layoff and when practical notice may be as much as 90 days."
- 17.1.2 In the event of a reorganization of County departments an employee being displaced may follow the work to available positions 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.
- 17.1.3 An employee who has been laid off may bump a less senior employee in the same department in a lower classification whether or not the employee holds previous status; provided he/she is qualified, in the Employer's opinion, to perform the work and has greater seniority.
- 17.1.4 Seniority for layoff and recall purposes only shall be based on an employee's date of hire with the Prosecutor. 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.
- 17.1.5 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.

17.2 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.

17.2.1 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 jurisdiction of the Union 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.

17.2.2 The laid off employee shall keep the Employer informed of his 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 his acceptance of the recall offer; provided, that the Employer in its discretion may allow the recalled employee a longer period to report to work.

17.2.3 An employee who is recalled shall assume previous seniority and increment dates adjusted for time laid off.

17.2.4 An employee who is recalled shall assume the previous rate of vacation accruals.

17.2.5 An employee who is recalled shall assume the previous sick leave accruals.

ARTICLE 18 - DISCIPLINE

18.1 The Employer retains the right to discipline, suspend or discharge any employee as an at-will professional employee.

18.2 All performance related documents shall be retained in an employee's personnel file. Performance related documents put into a personnel file will be brought to the attention

of the employee within 10 working days. 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.

ARTICLE 19 - WAGES

- 19.1 Wage rates and classifications shall be as provided in Appendix A. No employee's pay shall be reduced by application of Appendix A.

ARTICLE 20 - SAVINGS CLAUSE

- 20.1 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.
- 20.2 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.
- 20.3 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.
- 20.4 Wage and Benefit Minimums. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

ARTICLE 21 PROFESSIONAL COMPETENCE

- 21.1 BAR DUES: All unit employees must be members of (or pending per Rule 9) the Washington State Bar Association (WSBA) upon employment and must maintain (or obtain) their membership in good standing during their tenure of employment with the Employer. Employer agrees to pay all mandatory dues for deputies to the WSBA as they come due.
- 21.2 CONTINUING LEGAL EDUCATION (CLE): All employees must, as a condition to continued employment, meet all CLE requirements for the practice of law. The employer agrees to provide the opportunity for each deputy to obtain fifteen continuing legal education hours each year, such that each deputy has the opportunity to meet his or her CLE reporting requirements, according to his or her three-year reporting schedule, as determined by the WSBA. The opportunities may be through in-house training sessions, sponsored by the Washington Association of Prosecuting Attorneys, or other WSBA approved CLE programs. Each deputy prosecutor is responsible to monitor his or her own CLE credit hours, and to obtain Prosecutor approval for his or her participation in approved training. The expenses of the deputy in attending such training shall be paid by

the employer. The Prosecutor has the discretion to approve the type, timing, and substance of such training within his authorized budget.

- 21.3 INDEMNIFICATION: The employer shall maintain its general liability policy which includes coverage for the acts or omissions committed by any deputy in good faith and within the scope of official duties.
- 21.4 PROFESSIONAL RESPONSIBILITY: The employer and the Union expressly recognize the status of deputies as lawyers and officers of the court. All deputies shall remain members in good standing of the Washington State Bar Association. They shall at all times comport themselves with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct. Nothing in this Agreement will ever be construed so as to interfere with the obligations of employees as lawyers and as deputies to the Island County Prosecutor.
- 21.5 The Prosecutor may adopt a process of employee review/evaluation, and, if adopted, the goal shall be to afford an employee the review/evaluation on each of the employees' anniversaries.

ARTICLE 22 – DURATION

22.1 This agreement shall become effective as of January 1, 2025 and shall terminate on December 31, 2027, except as otherwise provided. No terms and conditions shall be revised until RCW 41.56 has been complied with.


Dated this 5th day of August, 2025.

For the Employer
Elected Officials of
Island County, Washington

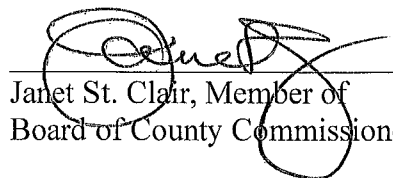


Melanie Bacon, Chair, Board
Of County Commissioners

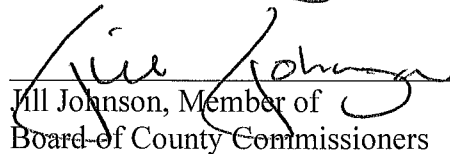
For the Union
Teamsters Local 231



Rich Ewing, Secretary
Treasurer

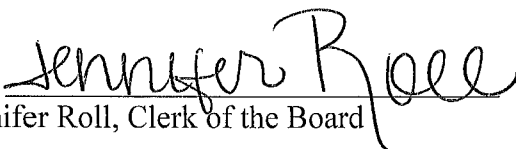


Janet St. Clair, Member of
Board of County Commissioners



Jill Johnson, Member of
Board of County Commissioners

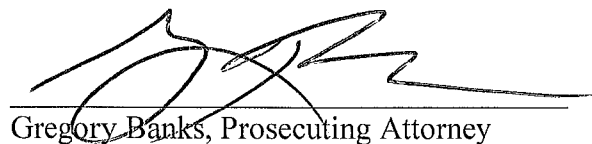
Island County Clerk of the Board

BY: 

Jennifer Roll, Clerk of the Board



Island County Prosecutor



Gregory Banks, Prosecuting Attorney

APPENDIX A CLASSIFICATIONS AND WAGES

- A.1 The below job classifications are listed in their respective pay grades.
- 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 and comply with RCW 41.56 if requested to do so.
- 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 and shall be increased to the appropriate wage whenever, during the life of this Agreement, the appropriate Appendix A wage rate exceeds the wage then being received by such employee.
- A.2.4 Deputy prosecutors employed at the time of adoption of this agreement shall be paid at the salary in the 2025 grid that is closest to, and greater than or equal to, their salary at the time of adoption.
- A.2.5 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 Standards for classification of deputy prosecutors

Classification	CRIMINAL	CIVIL
DPA I (DP 13)	New attorney with little (generally less than 2 years) relevant prior experience. Caseload generally limited to misdemeanor and gross misdemeanor cases, traffic, liquor, and fish and wildlife infractions. More complex matters require close supervision by a more experienced attorney. May provide on-call advice to law enforcement regarding search warrants, confessions, and ongoing investigations.	New attorney with little (generally less than 2 years) relevant prior experience. Caseload generally limited to simple contract review, local code enforcement, and uncomplicated legal advice. More complex matters require close supervision by a more experienced attorney. A supervisor regularly reviews advice to county departments.
DPA II (DP 14)	Experienced attorney who consistently and effectively handles all duties of DPA I without supervision. Consistently and competently reviews, makes filing decisions, negotiates settlement and is able to try cases with limited supervision. Provides on-call advice to law enforcement regarding search warrants, confessions, and ongoing investigations. Caseload	Experienced attorney who consistently and effectively handles all duties of DPA I without supervision. Must be familiar with legal duties of all branches of local government. Able to provide legal advice to county departments with little or no supervision. Able to competently represent the county in civil litigation before all courts and administrative

	includes all but most serious or most complex cases. Work may include the supervision of less experienced attorneys. May second chair aggravated murder, organized crime, and complex cases with a more senior attorney.	bodies. Caseload will include all but most complex or most sensitive cases.
DPA III (DP 15)	Seasoned attorney who consistently and effectively handles all duties of DPA II without supervision. Caseload may include aggravated murder, organized crime, and other complex or sensitive cases. Cases are handled with limited oversight by Chief Criminal Deputy or Prosecuting Attorney.	Seasoned attorney who consistently and effectively handles all duties of DPA II without supervision. Caseload may include most complex or sensitive cases. Cases are handled with limited oversight by Chief Civil Deputy or Prosecuting Attorney.

Complex cases are those that involve, for example, multiple parties and multiple allegations, complex legal issues, or trials of extended duration.

- A.3.1 Employees will, subject to certification of competency by the Prosecutor and budgetary restraints, be eligible for promotions from DPA I to DPA II after being employed for a period of 18 consecutive months; from DPA II to DPA III after being employed for a period of 54 consecutive months. In the event of a lateral new employee, the Prosecutor may award an appropriate number of months experience credit upon hire for purposes of Appendix A, Sections A.3.1 and A.4
- A.3.2 The County Prosecutor may with proper budget authority assign a “lateral hire” Deputy with directly comparable training and experience to an appropriate wage Classification at any time within the first 24 months of hire.
- A.3.3 Disputes regarding proper employee classification or pay for assigned duties shall be subject to the grievance procedure.
- A.4 Wage Table – Effective first full pay period of 2025, which begins January 12, through last full pay period that includes December 31, 2027.

		2025	2026	2027
Step/Year of Service as Island County DPA	Longevity Increase	3.00%	2.50%	2.50%
1		\$76,363.93	\$78,273.03	\$80,229.86
2	4.00%	\$79,418.49	\$81,403.95	\$83,439.05
3	4.00%	\$82,595.23	\$84,660.11	\$86,776.61
4	4.00%	\$85,899.04	\$88,046.51	\$90,247.68
5*	4.00%	\$89,335.00	\$91,568.37	\$93,857.58
6	3.50%	\$92,461.72	\$94,773.27	\$97,142.60
7	3.50%	\$95,697.89	\$98,090.33	\$100,542.59
8	3.50%	\$99,047.31	\$101,523.49	\$104,061.58
9**	3.50%	\$102,513.97	\$105,076.82	\$107,703.74
10	3.50%	\$106,101.96	\$108,754.50	\$111,473.37
11	3.00%	\$109,285.01	\$112,017.14	\$114,817.57
12	3.00%	\$112,563.56	\$115,377.65	\$118,262.10
13	3.00%	\$115,940.47	\$118,838.98	\$121,809.96
14	3.00%	\$119,418.69	\$122,404.15	\$125,464.26
15	3.00%	\$123,001.25	\$126,076.28	\$129,228.18
16	3.00%	\$126,691.28	\$129,858.57	\$133,105.03
17	3.00%	\$130,492.02	\$133,754.32	\$137,098.18
18	3.00%	\$134,406.78	\$137,766.95	\$141,211.13
19	3.00%	\$138,438.99	\$141,899.96	\$145,447.46
20	2.00%	\$141,207.77	\$144,737.96	\$148,356.41
21	2.00%	\$144,031.92	\$147,632.72	\$151,323.54
22	2.00%	\$146,912.56	\$150,585.37	\$154,350.01

* Unit employees classified as DPA 14 must be assigned to Step 6 or higher.

**Unit employees classified as DPA 15 must be assigned to Step 11 or higher.

APPENDIX B – PAID TIME OFF POLICY

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):

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

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

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 who appear to be abusing the PTO program may have their PTO requests denied or be asked for medical documentation for frequent time taken off without notice or approval.

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.7.

B.6 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.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 three (3) consecutive days, the County may request verification that the use of paid sick leave was for an authorized purpose under RCW 49.46.210 (1) (b) & (c). The County's requirements for verification may not result in an unreasonable burden or expense on the employee.

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.