

# **AGREEMENT**

by and between

**ISLAND COUNTY WASHINGTON  
and  
ISLAND COUNTY DEPUTY SHERIFF'S GUILD  
covering  
CRIMINAL DIVISION**

January 1, 2022 through December 31, 2024



## TABLE OF CONTENTS

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ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 GUILD DUES DEDUCTION .....	1
ARTICLE 3 GUILD MANAGEMENT RELATIONS .....	2
ARTICLE 4 GUILD PRIVILEGES .....	3
ARTICLE 5 GRIEVANCE PROCEDURE .....	4
ARTICLE 6 DISCIPLINE, DISCHARGE & "BILL OF RIGHTS" .....	5
ARTICLE 7 SENIORITY .....	9
ARTICLE 8 HOLIDAYS .....	10
ARTICLE 9 RESERVED .....	10
ARTICLE 10 FAMILY LEAVE, INJURY ON THE JOB & LIGHT DUTY .....	10
ARTICLE 11 MILITARY LEAVE .....	12
ARTICLE 12 JURY DUTY .....	12
ARTICLE 13 BEREAVEMENT LEAVE .....	12
ARTICLE 14 LEAVE WITHOUT PAY .....	12
ARTICLE 15 HOURS OF WORK AND OVERTIME .....	13
ARTICLE 16 HEALTH AND WELFARE .....	14
ARTICLE 17 UNIFORMS .....	15
ARTICLE 18 WAGES .....	16
ARTICLE 19 GENERAL PROVISIONS .....	17
ARTICLE 20 MISCELLANEOUS .....	19
ARTICLE 22 ELECTION OF REMEDIES .....	20
ARTICLE 23 ENTIRE AGREEMENT .....	20
ARTICLE 24 AGREEMENT DURATION .....	20
ARTICLE 25 SAVINGS CLAUSE .....	20
Appendix A – Uniforms .....	22
Appendix B – Wage Provisions .....	23
Additional Wage Provisions .....	23
B.1    Classifications .....	23
B.2    Shift Differential .....	23
B.3    Bilingual Pay .....	23
B.4    Special Assignment Pay .....	24
Appendix C – Paid Time Off Provisions .....	25
Appendix D – Procedures for Filling Vacant Overtime Shifts .....	29

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and  
ISLAND COUNTY DEPUTY SHERIFF'S GUILD  
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This Agreement is entered into between Island County, Washington and the Sheriff of Island County, hereinafter collectively referred to as the Employer, and the Island County Deputy Sheriff's Guild - Criminal Division, hereinafter referred to as the Guild, for the purpose of expressing the agreement between the parties as to wages, hours and working conditions.

**ARTICLE 1 RECOGNITION**

- 1.1 The Employer hereby recognizes the Island County Sheriffs Guild - Criminal Division (Guild), as the sole bargaining representative of all regular full-time and part-time COMMISSIONED DEPUTIES of the Island County Sheriff's Office – Criminal Division excluding all personnel above the rank of Lieutenant and employees assigned to the Sheriff's Administrative Staff or Corrections Division, provisional appointments, reserve officers and all other employees or volunteers whether paid or unpaid of the employer.

**ARTICLE 2 GUILD DUES DEDUCTION**

- 2.1 Within thirty (30) days of hire or transfer into the bargaining unit, each employee shall attend a 30-minute orientation session with a designated Guild representative where such meeting time and place is prearranged by mutual agreement with the Sheriff. The purpose of the orientation is for the Guild to provide information related to coverage under this Agreement and enrollment in Guild membership. The Employer and the Guild agree that employees covered under this Agreement hired on or after its effective date shall, by the thirty-first (31st) day following the beginning of such employment, make an election whether or not to become a member of the Guild in good standing.

Upon the written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild. Any employee who has submitted written authorization but thereafter seeks to discontinue such payment may do so effective sixty (60) days after a written request to discontinue such withdrawal.

The Employer will provide a monthly written report to the Guild transmitted with transfer of deducted dues owed to the Guild ("the transferred amount"). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual. The Employer will provide notice to the Guild when a new employee

is hired in the Bargaining Unit.

The parties recognize that the Guild may impose service charges to the extent permitted by law upon nonmembers.

### ARTICLE 3 GUILD MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by the authorized representatives of the Guild and Employer.
- 3.2 Agreements reached between parties to this agreement shall become effective only when signed by the President of the Guild, the Sheriff and the Board of County Commissioners, after ratification by majority vote of the Island County Deputy Sheriff's Guild.
- 3.3 The parties acknowledge their obligations under state and federal discrimination laws.
- 3.4 The Guild 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. The Guild recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the Sheriff's Office. Provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this agreement. Such rights include, but are not limited to, the following:
1. To establish the qualifications for employment and to employ employees;
  2. To establish the makeup of the Sheriff Office's workforce, make changes from time to time, and direct the workforce toward the organizational goals established by the Employer;
  3. The right to determine the Employer's mission, policies, and all standards of service offered to the public;
  4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the County;
  5. To determine the means, method, and number of personnel needed to carry out County operations and services;
  6. To approve and schedule all vacations and other employee leaves in accordance with the terms of this agreement and applicable rules and policies;
  7. To hire and assign employees within the Sheriff's Office;
  8. To introduce and use new or improved methods, equipment or facilities;
  9. To assign work;
  10. To take whatever action necessary to carry out the mission of the County in emergencies;

11. To determine the Sheriff's Office budget.

#### ARTICLE 4 GUILD PRIVILEGES

- 4.1 Guild Officials Time Off - A Guild official who is an employee in the bargaining unit (Guild Steward and/or a member of the Negotiating or Grievance Committee) 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) Guild members from the Sheriff's Office shall be named pursuant to the provisions of this section.
- 4.2 Guild Investigative and Visitation Privileges - The Labor Representative of the Guild may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. 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 Guild Representatives for the promotion of Guild affairs other than stated above.
- 4.3 Bulletin Boards - The Employer shall provide space for a bulletin board at workstations, which may be used by the Guild.
- 4.4 The Employer shall permit the Guild use of Office copiers, typewriters and other office machines. The Employer agrees to permit the Guild to use the employer's inter-office mail system and to open an account on the postage meter. The Guild agrees to reimburse the Employer, on a monthly basis, for any cost to the Office as a result of the Guild's use of office machines, postage, etc. excluding fixed cost such as the cost of acquisition.

## 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. All grievances shall be official documents of the Guild and shall only be submitted to the Employer by a Guild Officer as an official grievance of the Island County Deputy Sheriffs Guild. No other submissions shall be recognized as grievances.
- 5.2 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, may bring such grievance to the attention of the other party. Such grievance shall be presented in writing, setting forth the nature of the 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.
- 5.3 Upon receipt of the grievance the Sheriff and Guild President or employee shall schedule a meeting within ten (10) working days with all parties for the purpose of considering the grievance. If the grievance is not resolved in five (5) working days following the meeting, a meeting shall be scheduled to appear before the Board of Commissioners or a duly appointed representative within ten (10) additional working days. If the grievance is not resolved within five (5) working days after such meeting, the matter may be submitted by the signatory parties to this agreement to arbitration. Within ninety (90) days the grievance will be withdrawn or the aggrieved signatory party shall serve notice of intent to arbitrate.
- 5.3.1 The Guild 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 Guild are unable to agree upon an arbitrator within three (3) working 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 Guild or the Guild 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 Guild equally. Each party shall be responsible for all costs, fees and expenses associated with that party's processing of the grievance. There shall be no award to either party of additional damages, penalties or interest except where specifically required by this agreement.
- 5.7 Arbitration decisions shall be final and binding, however, Arbitrators shall not add to, delete from, revise or otherwise change this Agreement. Unless otherwise agreed upon, the arbitration decision shall be due within thirty (30) days of the close of the hearing or the filing of post-hearing briefs, whichever occurs later.
- 5.8 Notwithstanding any contrary provision above all **DISCIPLINARY** grievances shall be managed and conducted as required by RCW 41.58.070 or its successor provisions upon their enactment.

## **ARTICLE 6 DISCIPLINE, DISCHARGE & "BILL OF RIGHTS"**

- 6.1 Just Cause - The Employer shall not discipline any non-probationary employee unless just cause for such discipline exists. Probationary employees may be disciplined with or without cause.
- 6.1.1 All discipline issued shall be applied under the Principles of Progressive Discipline. In the interest of fairness, an employee's work history and performance and years of service shall be considered in conjunction with any information presented by the employee or his/her representative in a pre-disciplinary hearing. For these reasons, the level of discipline administered to one employee may not be identical to the level of discipline administered to another under similar circumstances. The steps of progressive discipline are listed below. However, the steps of progressive discipline do not require that every step in the continuum apply and steps may be skipped or combined depending upon the circumstances. The steps of progressive discipline are as follows:
- (a) Verbal reprimand
  - (b) Written reprimand
  - (c) 1, 3, 5, 15, or 30 or more days of suspension without pay
  - (d) Termination
- 6.2 Personnel Files The Employer shall comply with all state laws governing retention of personnel documents. 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. An employee shall be permitted to read any disciplinary material before it is placed in a personnel file or retained in a permanent record of work performance. The employee shall be allowed to rebut such statements in writing and such rebuttal

shall be placed in the employee's personnel file. An employee's personnel file does not include material related to an employee's medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results. The Employer shall maintain no private personnel files related to employment, work performance, or discipline not subject to inspection or the right of rebuttal.

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

- 6.3 A counseling is a recorded warning that future actions of a particular type may result in disciplinary action. Reprimands shall be in writing and shall be the first level of formal discipline.
- 6.4 Employees will be informed of any material placed into their personnel file that may have adverse disciplinary consequences. Reports of employee conduct must be dated and name the person making the report to be valid for disciplinary purposes.
- 6.5 Repeated unscheduled absences, due to illnesses of four hours or more, that result in consecutive days absent from work are considered one absence incident in relation to potential disciplinary action.

The Sheriff may undertake progressive disciplinary action relative to incidents of absenteeism as follows:

- One - three incidents: No disciplinary action. Supervisory coaching.
- Fourth incident: Verbal warning with a documented coaching session
- Fifth incident: Written warning in the employee's file
- Sixth incident: Employment termination

An employee who receives a second written warning in a rolling 12-month time period may have his or her employment terminated.

An employee who has used all of his or her PTO, PFMLA and Short-Term Disability benefits, and is still unable to return to work, may have his or her employment terminated.

Any employee who misses two consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job.



6.6 All employees covered by this agreement shall be entitled to the following procedural protections:

6.6.1 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.

6.7 In non-criminal matters relating to administrative or policy investigations, the following guidelines shall be followed:

6.7.1 Investigations of complaints accepted by the Sheriff for investigation of employees' conduct that may result in discipline shall, for investigations performed by Deputies employed as employees of the County, be completed within sixty (60) calendar days after acceptance of the complaint by the Sheriff's Office, except that investigations may be extended when necessary and the County shall provide notice to the employee stating the reason the investigation is extended. The Sheriff/Employer shall conduct investigations, including interviewing witnesses and documents deemed relevant to such investigations. Investigations are completed once the Sheriff, or his/her designee issues a finding and in no case later than the service upon an employee of a pre-discipline notice;

6.7.2 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. The employee and the Guild representative shall be provided access to any video evidence of the events that are the subject of or related to the complaint allegations that are under investigation;

6.7.2.1 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 dictates otherwise. Where practicable, interrogations shall be scheduled for the daytime;

6.7.2.2 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 or other party of his/her own choosing. A representative of the Guild 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;

- 6.7.2.3 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;
- 6.7.2.4 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
- 6.7.2.5 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.”

- 6.7.3 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.
- 6.7.4 At least three (3) business days prior to a predisciplinary 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.
- 6.8 **Lethal Force.** When an employee uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The affected employee may waive the requirements to wait forty-eight (48) hours.

## 6.9 Medical or Psychological Examinations.

The Employer retains the right to order employees to submit to medical and/or psychological examinations when the Employer has objective evidence that could cause a reasonable person to inquire as to whether an employee is still capable of performing his/her job or whether the employee poses a direct threat to safety. Specifically, the Employer must have a genuine reason to doubt whether an employee can perform job-related functions. The employee shall fully comply with the terms of a lawful order. The examining professional shall issue a written report. The employee may obtain a second opinion at his/her own expense. Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall make the employee's medical records available to the Guild with the employee's consent.

## 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 Guild 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 Guild to post upon the Guild bulletin board.

7.3 Shifts, vacations, and, in the case of Patrol, precinct assignments, will be determined by seniority within working units (e.g., Detectives, Patrol [within precinct assignment]). 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 filling 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 job assignments occur, subject, however, to the senior members possessing the proper qualifications for promotion and subject to the provisions set forth by the Rules and Regulations of the Island County Civil Service Commission covering Classified positions. Promotions, and

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

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

## **ARTICLE 8 HOLIDAYS**

- 8.1 The following legal holidays shall be observed for Premium Pay:

New Years' Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	Two paid holidays of Employee's
Labor Day	choice

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

- 8.3 Any employee whose regularly scheduled shift begins on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving or Christmas Day shall be paid at their regular rate plus  $\frac{1}{2}$  time of additional pay, for all hours worked on any of the seven (7) listed days. Employees scheduled to work outside their regular schedule on any one of the listed days shall be paid at two (2) times their regular rate for all hours worked on any of the seven (7) listed days. There shall be no compounding or pyramiding of this premium.

## **ARTICLE 9 RESERVED**

## **ARTICLE 10 FAMILY LEAVE, INJURY ON THE JOB & LIGHT DUTY**

- 10.1 Upon the death of any employee in active service within the bargaining unit his/her estate shall be paid for accrued but unused PTO in accordance with Appendix C. An employee is deemed on active service for purpose of this Section if (s)he is on duty status, or is on PTO, bereavement leave, jury duty or other leave **provided** that the period of other leave does not exceed one (1) calendar month.
- 10.2 Family Care Sick Leave - Sick leave days of absence from the job shall be granted to an employee due to a requirement to care for sick children or spouses, parents, brothers and sisters who are seriously ill. Written verification for family care sick

leave may be required from an attending physician by the Sheriff or his/her designee. Employees will be granted leaves of absence from the job due to a requirement to care for family members who are sick or seriously ill in compliance with Chapter 50a.04 RCW beginning January 1, 2020.

- 10.3 In cases of family care where no PTO benefit or Paid Family Medical Leave benefit exists, the employee may be granted leave without pay. The Employer will comply with the Federal Family and Medical Leave Act of 1993, Chapter 49.78 RCW through December 31, 2019.
- 10.4 Injury On the Job -- in the event any employee should be injured on the job or suffer a work related illness, all provisions of Title 51 of the Revised Code of Washington (LNI) shall apply until the employee shall be released. Employees unable to work as provided in Title 51 shall immediately report their work-related injury or illness and shall avail themselves of all provided benefits.
  - 10.4.1 In the event an eligible work-related injury or illness should result in an employee's loss of regular straight time earnings, the employee shall use PTO to receive 100% of their regular, non-overtime earnings, which PTO shall be reimbursed. In consideration for the County reimbursing PTO at 100%, each employee agrees to endorse and tender to the County all LNI wage benefits received by the employee within 72 hours of receipt regardless of the method received. The employee will receive PTO reimbursement in the pay period following receipt of the LNI wage benefit by the County. If an employee fails to tender payment of LNI benefits received, the County will reimburse PTO to the employee at the percentage required by the RCWs from the point of the failure to tender until the employee is no longer eligible for LNI benefits. In no event will the employee receive more than 100% of their regular pay, either through payment or reimbursement of PTO.
- 10.5 Light Duty - In the event a LEOFF II employee suffers a short-term work-related disability or illness that prevents the employee from performing their full range of duties for a period of two (2) weeks or more, the Employer may provide light duty work assignments in accordance with the Provisions of Title 51 RCW. The Light Duty provisions of this Agreement shall not amend or modify the requirements for physical and/or mental fitness required by the Civil Service Rules and Regulations for Island County, as amended and will not interfere with the application of applicable Civil Service Rules.
  - 10.5.1 Light Duty assignments shall only be for work that does not require the physical and/or mental standard for "on duty Police Officers". The availability and content of work that does not require full "on duty" physical and/or mental fitness shall be determined by the Island County Sheriff in his/her absolute discretion. The Employer may offer light duty assignments outside of the bargaining unit.
  - 10.5.2 Employees provided Light Duty assignments where the pay rate is less than the officer's normal wage shall be paid their full wage as provided in Appendix C.

## ARTICLE 11 MILITARY LEAVE

- 11.1 Military leave for a period not to exceed twenty-one (21) working days each calendar year shall be compensated as determined by RCW 38.40.060. Any days taken beyond twenty-one (21) working days for military purposes shall be charged against an employee's earned and accrued leave, or by mutual agreement may be treated as leave without pay.

## ARTICLE 12 JURY DUTY

- 12.1 An employee shall be granted leave with pay while required to perform jury duty; **provided** however, the amounts of pay shall be the difference between the employee's regular salary and the amount he is entitled to receive as a result of jury duty. 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 Policies and Procedure Manual (PPPM) Section IV.16 as follows: In the event of a death in any employee's immediate family, the employee shall be eligible for not more than five (5) working days or not more than forty (40) working hours of leave with pay to attend to personal matters. An employee is eligible for a one-half (1/2) day of bereavement leave with pay to attend a non-immediate family funeral, subject to the approval of the Elected Official/Department Head. Bereavement leave may be extended by the use of accrued vacation time with approval of the Elected Official/Department Head. "Immediate family" means persons related by blood or marriage, or legal adoption in the degree of consanguinity of grandparent, parent, spouse, registered domestic partner, brother, sister, child or grandchild or relative living in the employee's household, or otherwise approved by elected official/department head. The definition of "family" for application of health and welfare benefits or legally-mandated leave will be controlled by law or by benefits summary plan documents.
- 13.2 The Sheriff or his designee may grant an employee sick leave or other accrued paid leave to attend the funeral of a fellow or retired employee.

## ARTICLE 14 LEAVE WITHOUT PAY

- 14.1 Leave without pay - Leave of absence without pay shall be granted or denied according to the provisions of the County PPPM Section IV.4.
- 14.2 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.
- 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 work period shall be defined as twenty-eight (28) days. The normal work week shall be defined as forty (40) hours of work, to consist of five (5) eight-hour (8) days, each day to consist of eight consecutive work hours in a twenty-four (24) hour period, or four (4) ten (10) hour days, each day to consist of ten (10) consecutive hours in a twenty-four (24) hour period, which shall run from midnight to midnight twenty-four (24) hours later. Each work week shall be separated from the next work week by a minimum of forty-eight (48) consecutive hours off duty; provided, however, that on quarterly shift rotation, less than forty-eight (48) hours may apply no more than three (3) times per year per employee. Employees scheduled for less than 48 hours off between shift rotation shall be compensated at time-and-one-half for hours worked during the 48-hour period. There shall be no compounding of premiums or overtime.
- 15.1.1 Prior to revising or changing an existing work week, the Sheriff shall comply with Section 15.7 below.
- 15.2 Except as otherwise provided in this Article 15, employees who, without 72 hours' notice, work hours outside of their regularly bid shift, rotated shift or work week shall be paid at the rate of time and one-half for all hours so worked for those hours for which 72 hours' notice was not provided. There shall be no compounding of overtime.
- 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, case officer 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 as substantiated on their time sheet.
- 15.4 The Sheriff or his designee may order officers to be on gear ready assignment. The officers so ordered to be gear ready shall be prepared to report for duty immediately when called to report. Officers on gear ready assignment shall receive twenty five percent (25%) of their straight-time hourly rate while on gear ready assignment.
- 15.5 In lieu of overtime pay, employees may request, and shall be granted compensatory time at the rate of time and one-half for all overtime worked. Employees may "bank" up to 150 hours of comp-time. Compensatory Time banked that exceeds 150 hours will be cashed out at the end of each year with payment made in the paycheck that includes December 31.

- 15.5.1 During the life of this Agreement employees with compensatory time bank balances may use the balance by mutual agreement and consistent with state and federal law, or will be paid in cash for all amounts upon request. Comp-time will be paid in cash upon termination of employment
- 15.6 In addition to the overtime provisions above, employees who are assigned official duties outside Island County for extraditions which require travel and/or lodging during off-duty hours will be compensated at the standby rate (fifty percent [50%] of the normal hourly rate) for all time spent outside the normal duty hours to maximum of eight (8) hours of stand-by pay for each twenty-four (24) hour period. This provision (standby pay) does not apply to training.
- 15.7 The establishment of work schedules and starting time is within the purview of the employer and may be subject to change. Absent an emergency, however, the hours of work defined in Section 15.1 may not be changed before the end of a 60 day review period during which time the employer must:
- 15.7.1 Provide the Guild and its members notice of the proposed change at least 60 days prior to its implementation;
- 15.7.2 Discuss the proposed schedule change with the Guild; and
- 15.7.3 After completing discussions with the Guild, post a notice of the proposed change of the new schedule at least 30 days prior to its implementation.
- 15.7.4 Emergency is defined as an event unforeseen by the Department, such as a natural disaster, affecting the Department's ability to perform its mission.

## **ARTICLE 16 HEALTH AND WELFARE**

- 16.1 The County will pay for employees an amount for plans as herein provided.
- 16.1.1 Guild unit members are offered the LEOFF Trust Plan F in categories of
- employee-only,
  - employee plus spouse,
  - employee plus spouse plus 1 child,
  - employee plus spouse/children,
  - employee plus one child & employee plus children.
- 16.1.1.1 Guild members who select the employee-only option will not contribute to the cost of their medical care.
- Guild members who select any of the dependent options will pay 10% of the portion of the premium required for the dependent option selected.
  - The County will contribute \$100 per month into an HRA VEBA for each Guild member enrolled in the LEOFF Trust Plan F.
- 16.1.1.2 Effective January 1, 2019 those employees who decline all County



offered coverage due to participation in another qualified medical plan are eligible to sign up for an HRA VEBA of \$250 per month paid by the County, in accordance with the HRA VEBA plan.

- 16.1.2 In the event the County shall be the beneficiary of any premium waiver, the same shall apply to all employee contributions to the plan.
- 16.2 The Employer agrees to provide a vision plan for the employee, spouse and dependent children in accordance with the provisions of the WCIF Vision Service Plan (VSP) or equivalent. VSP currently includes one eye examination, one eye refraction each 12-month period and one set of frames every 24 months at no cost to the employee when provided by a participating ophthalmologist or optometrist and reimbursement to the employee per the schedule of benefits when provided by a non-participating ophthalmologist or optometrist. The parties agree to maintain the 85% County paid - 15% employee paid relationship of premiums for the vision coverage.
- 16.3 The Employer shall allow payroll deduction to pay the costs of an off-duty disability policy for employees.
- 16.4 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 Guild of the provider, consultant, and/or broker upon request or upon any contemplated change.

## **ARTICLE 17 UNIFORMS**

- 17.1 The Employer shall provide each new uniformed employee at the employer's expense complete outfits upon commencement of employment pursuant to Appendix "A" and per 17.2 below as is appropriate to the appointment.
- 17.1.1 Each employee must maintain a minimum of 3 sets of "Green" Class B uniforms consisting of trousers and short or long-sleeved shirts which fit properly and are in wearable condition. Each employee must also maintain 1 Class A, "Dress" uniform which fits properly and is in wearable condition.
- 17.2 All employees required to wear uniforms who have completed their first year of employment shall be entitled to receive during each calendar year reimbursement for up to the amount set forth below for the purchase or replacement of uniforms (or plain clothes in the case of Detectives<sup>1</sup> or others required to wear special apparel) and equipment listed in the Sheriff's Office manual. Until the above-referenced manual provision is adopted, the parties will use the list of uniform and equipment items found in Appendix "A". "Equipment" shall be defined by current practice, except that for employees hired after January 1, 1994, leather gear shall be considered equipment for purposes of this article. Allowances herein provided

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<sup>1</sup> Deputies assigned to Detectives may use their Uniform Allowance to purchase Business Attire i.e. Suits, Dress Shirts, Dresses, Footwear, Ties etc. as specifically approved by the Sheriff.

will be adjusted to a calendar year basis by providing a pro rata allowance from an employee's first anniversary to Year End of the year of the first anniversary. Items not listed in Appendix "A" shall only receive reimbursement upon approval of the Sheriff.

Effective January 1, 2022 the annual uniform allowance shall be \$1,000.

17.3 The uniform and equipment allowance shall **not** carry over from year to year.

17.4 Additional understandings regarding Uniform allowance reimbursements:

Uniform cleaning cost (submit each quarter).

Any uniform item decommissioned and replaced by the Sheriff will be provided by the sheriff and not be charged to the employee's allowance.

17.5 Deputies may purchase any item listed in Appendix A by directly placing the order for the item with a vendor where the Sheriff's Office has established an account and provided the Deputy has the required amount available in their uniform account or the Deputy must include a personal check for appropriate balance due, payable to vendor or as instructed, along with invoice. Orders are to be placed no later than November 1 for reimbursements of incurred cost during the year. In the final year of employment the uniform allowance shall be prorated based on the number of months worked from January 1 through the last day of duty (distinguished from last day of compensation). Should the use of uniform allowance exceed the adjusted amount the difference shall be recovered from the employee's final check. Should the adjusted amount show a surplus 25% of the remaining balance shall be paid in cash on the employee's final check. All uniform items purchased in the last year of employment will be returned to the Sheriff upon the employee's termination.

17.6 All uniforms and equipment will be purchased from an approved supplier.

17.7 All uniforms and equipment that are replaced must be turned in and destroyed so that it can never be reused.

17.8 Uniform items need not be returned except as provided in this Article by employees when the length of employment has exceeded two years. All Sheriff's Office issued equipment (which includes all Sheriff's Office issued Badges) shall be returned to the Employer upon termination of employment. On a case by case basis the Sheriff may approve an employee retaining Department issued Badge post-employment. Employees who terminate employment with less than two years of service or who are terminated for cause shall return to the Sheriff all uniforms and equipment except footwear.

## **ARTICLE 18 WAGES**

18.1 Special Assignment Pay - Officers shall receive special assignment pay while assigned in such capacity. Assignments listed in B.4 shall receive special assignment pay of 3% of base wages, except for Detectives who shall receive 5% of base wages. No employee will receive more than two (2) specialty pay at any

one time unless an exception, in writing, is provided by the Sheriff. There will be no compounding or pyramiding of premiums or specialty pay except as required by the FLSA. Details are set out in Appendix "B". Specialty pay shall be included in base pay for the calculation of overtime.

18.2 The County uses a bi-weekly pay period. The pay lag is 13 days. Deputies have an hourly pay system and not a "salary" system. The hourly rate is determined by using the Deputies current annual salary (monthly salary times 12) and dividing that annual amount by 2080 hours.

18.3 The appropriate wage table listed in Appendix "B" reflects Base Rate increases of the following amounts:

Effective 1/1/ 2022 for employees on the payroll on signing, the wage table shall be realigned as provided in Appendix B and base wages shall be increased by 4%.

Effective 1/1/ 2023 for employees on the payroll on signing, base wages shall be increased by 4.5%.

The above shall be retroactive to January 1, 2022 and January 1, 2023 for all employees employed at the time of Union ratification.

Effective 1/1/ 2024 for employees on the payroll on signing, base wages shall be increased by 4%.

Sergeants wage table shall be 113% of same step Deputy  
Lieutenants wage table shall be 120% of same step Deputy.

18.4 Effective on January 1, 1991, 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 Appendixes "B" and annual leave in Article 9.

18.5 Island County Personnel Policy and Procedures Manual (PPPM) II.8 is included by this reference and shall apply to all Bargaining Unit employees in determining the proper wage rate in Appendixes "B" and "C".

## **ARTICLE 19 GENERAL PROVISIONS**

19.1 The Employer agrees that it will repair or replace clothing, eyeglasses, and personal property needed in the line of duty, not to exceed the actual replacement value of such property, that is damaged or destroyed in the line of duty. If line of duty incident involves medical evaluation for employee under L&I, the Employer's replacement or repair costs for repairing or replacing the damaged or destroyed items may also be recouped from L&I; therefore, the packing slip, invoice or other documentation submitted by the employee should additionally note the commensurate date of incident, incident number and the phrase, DLOD (for Damaged Line of Duty).

- 19.2 The Employer agrees that at no time during the life of this agreement shall the Employer or its agent change any wages, benefits, or any conditions of employment for any employee that is classified into full-time employment.
- 19.3 To provide for the financial assistance to employees who are required by the Sheriff's Office to relocate their residence as a result of their employment, the Employer agrees to pay employees to compensate the employee for moving costs. This payment shall be made for each move from one location to another and shall be provided 30 days in advance of the move whenever practicable. In the event that an employee is required to relocate, he/she shall be notified 60 days in advance of such requirement insofar as such notification is practicable. In no event shall an employee be required to relocate with less than 21 days notice without agreement of the employee.
- 19.3.1 Effective for relocations after January 2015, three-thousand dollars (\$3,000) per move will be awarded toward invoiced moving transportation costs upon presentation of invoice with the understanding that relocation is only from Whidbey to Camano or reverse. This allowance does not apply to either re-assignment on Whidbey or Camano. Upon request one thousand five hundred dollars (\$1,500) will be advanced to assist in meeting moving costs.
- 19.3.2 For purposes of administration of this Sections 19.3 and 19.3.1 it is understood:
- B. The advance (\$1,500) and total moving cost allocation (\$3,000) is to cover only approved moving expenses, as listed in IRS "Moving Expenses" guidelines – publication 521 or successor, but without regard to any minimum mileage requirement. [see: <http://ftp.fedworld.gov/pub/irs-pdfp521.pdf>]
  - B. The advance can be requested up to 60 days prior to moving.
  - C. All itemized receipts and voucher accounting for the advanced funds must be submitted within 45 days of completion of the move.
  - D. Request for reimbursement of the relocation costs, up to \$3,000 maximum per move, must include substantiating original, itemized receipts.
  - E. Funds advanced to an employee but not accounted for according to A. through D. above shall be reimbursed to the Employer through payroll deduction.
- 19.4 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.

- 19.5. Reserve Deputies will not be used to supplant regular positions.
- 19.6 Guild members shall reside within 30 minutes of their regularly assigned precinct.
- 19.7 Guild members may commute in their Employer-assigned vehicle from their place of residence to their regularly assigned precinct. Employees must be in their precinct when their shift starts. Commute time is not paid time. The vehicle to be used by the employee will be assigned by the Employer. The December 7, 2011 MOU regarding overtime shifts on an island that is not where the employee is regularly assigned shall be maintained.

## **ARTICLE 20 MISCELLANEOUS**

- 20.1 Rules and Procedures Manual – The Employer shall furnish each employee with a copy of applicable Manual(s). New employees shall be provided with the above at the time of their appointment. The Employer shall provide the Guild with a written copy of proposed policy changes at least fourteen (14) days before the effective date of the changes and shall discharge its obligation under RCW 41.56.
- 20.2 Outside Employment – Employees wishing to engage in off duty employment must first obtain the approval of the Sheriff, which approval shall consider any conflict with the employee’s duties as their prime employment, excessive hours, or any conflict with their law enforcement duties. The Sheriff shall not unreasonably withhold approval of off duty employment. No authorization for outside employment shall permit employment for a number of hours that shall result in a requirement under any Law that the Employer pay overtime; **provided** however, the Sheriff may, on specific occasions, authorize such overtime hours.
- 20.3 Special Conferences – Upon prior notice by the Guild, the Sheriff shall assign one Island County Deputy Sheriffs Guild representative as appointed by the Guild to attend Washington State Council of Police meetings. All expenses of the appointee shall be the expense of the appointee or the Guild.
  - 20.3.1 Allowable aggregate for such duty assignments for all individuals shall not exceed three (3) working days in one (1) calendar year.
  - 20.3.2 Attendance by individual officers at these or similar functions at the express request of the Sheriff shall not be counted toward the allowable days but shall be considered and paid as a regular working day.
- 20.4 Liability Insurance-The Employer shall provide a general liability insurance policy covering all employees’ acts within their scope of employment. The Guild and employees acknowledge the policy will have normal limits and exclusions. The County is under no special obligation by virtue of this section. The Guild shall be notified prior to the County’s making a change in coverage where a material change to the limits or exclusions would increase an employee’s personal liability exposure for lawful acts in the pursuit of employment.

## **ARTICLE 21 RESERVED**

## **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 Guild's right to require the Employer to arbitrate the grievance. Provided further, nothing in this Section shall be construed as a waiver of any right that the Guild 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 AGREEMENT DURATION**

- 24.1 This agreement shall become effective January 1, 2022 and shall remain in full force and effect unless and until it or an article in it is changed through subsequent amendment, through December 31, 2024. The parties understand that noneconomic contract language changes made during these negotiations are only effective from the date of execution and are not retroactive.

## **ARTICLE 25 SAVINGS CLAUSE**

- 25.1 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.

DATED THIS 10<sup>th</sup> DAY OF October 2023

ISLAND COUNTY SHERIFF:

Rick Felt 9/25/23  
Rick Felt Date

REPRESENTING THE ISLAND  
COUNTY DEPUTY SHERIFF'S  
GUILD:

Chris Peabody 9/25/2023  
Chris Peabody Date  
Guild President

BOARD OF COUNTY  
COMMISSIONERS  
ISLAND COUNTY, WA

Janet St. Clair  
Janet St. Clair, Chair

Jill Johnson  
Jill Johnson, Member

Melanie Bacon  
Melanie Bacon, Member

ATTEST:

Jennifer Roll  
Jennifer Roll, Clerk of the Board

## Appendix A – Uniforms

Employment year one: Within thirty days of beginning employment, all new-hire Deputies *Basic Entry* or *Lateral* will receive or have ordered the indicated *Initial Issue* items. In year two, the employee's uniform allowance will be prorated, lessened 1/12 for each month beyond January 1<sup>st</sup> he/she commenced employment in their first year. Year three employees, and thereafter, will receive the full uniform allowance. The uniform allowance may be used to replace initial issue items, purchase optional items as listed and/or for items and services listed in Article 17.4 of this agreement.

### Uniform/Equipment Allowance Authorized Items<sup>2</sup>

#### Initial Issue – All New Hires<sup>3</sup>

Dress Uniform	1
Trousers	3
Long Sleeve Shirts	3
Short Sleeve Shirts	3
Tie	1
Tie Bar	1
Soft Body Armor	1
Footwear	1
Jumpsuit	1
Baseball Cap	1

Gore-Tex Jacket	1
Name Plate	1

#### Nylon Gear<sup>4</sup>

• Gun Belt	1
• Underbelt	1
• Level 2 or 3 Holster	1
• Nylon Cuff Case	1
• Nylon Magazine Pouch	1
• ASP Holder	1
• Key Holder	1
• Bio-Glove Holder	1
• Pepper Spray Holder	1

#### Equipment

• Hinged Handcuffs	2
• ASP	1
• Bio-Hazard Kit	1
• Bio Gloves	1

### Basic Entry Academy Uniform

- Trousers 3
- Short Sleeve Shirt 3
- Sweat Pants 1
- Sweat Shirt 1
- Gym Shorts 1
- T-shirts 1
- Running Shoes (\$ 100 max)1((from Guild with revision))

Other Items as required by the CJTC/BLEA

### Options Uniform/Equipment Allowance<sup>5</sup>

- Badge Wallet
- Leather Gun Belt Items
- Nylon Gun Belt Items
- Uniform Hats
- Uniform Accouterments
- Bicycle Patrol Jacket
- Leather Patrol Jacket
- Additional Practice Ammunition
- Flashlights
- Binoculars
- Law Enforcement tools
- Additional First Aid Equipment
- Duty Sunglasses
- Law Enforcement Related software/hardware
- Productivity Devices
- Cameras/Photographic Equipment
- Duty Weapons<sup>6</sup>
- Home Gun Safe/Safety Equipment
- Weapons Maintenance Equipment
- Repair/Maintenance Fees for items on this list
- Optional trainings that are relevant to position

<sup>2</sup> All items purchased with uniform allowance money must be substantially utilized in the performance of law enforcement activities.

<sup>3</sup> Style, type and quality of all uniform/equipment items are the total purview of the Sheriff and are subject to change without notice.

<sup>4</sup> Or other man-made material.

<sup>5</sup> Deputies assigned specialty units requiring non-

standard uniform items will receive an initial issue of necessary items paid for by the employer. Replacement items will be paid from the employee's uniform allowance.

<sup>6</sup> Duty weapons are subject to advance approval by the Sheriff. Any change in duty weapon must be approved by the Sheriff.



## Appendix B – Wage Provisions

2022 4.00%	Beginning First Yr	Beginning 2nd Yr	Beginning 3rd Yr	Beginning 4th Yr	Beginning 7th Yr	Beginning 10th Yr	Beginning 13th Yr	Beginning 16th Yr	Beginning 19th Yr	Beginning 22nd Yr	Beginning 25th Yr
			BASE								
	84%	92%	1.00%	1.50%	1.50%	2.50%	1.50%	1.50%	2.00%	1.50%	2.00%
10	31.74	34.76	37.78	38.35	38.92	39.90	40.50	41.10	41.93	42.55	43.41
12	35.87	39.29	42.70	43.34	43.99	45.09	45.77	46.46	47.38	48.09	49.06
13	38.10	41.72	45.35	46.03	46.72	47.89	48.61	49.34	50.33	51.08	52.10
2023 4.50%	Beginning First Yr	Beginning 2nd Yr	Beginning 3rd Yr	Beginning 4th Yr	Beginning 7th Yr	Beginning 10th Yr	Beginning 13th Yr	Beginning 16th Yr	Beginning 19th Yr	Beginning 22nd Yr	Beginning 25th Yr
			BASE								
	84%	92%	1.00%	1.50%	1.50%	2.50%	1.50%	1.50%	2.00%	1.50%	2.00%
10	33.17	36.32	39.48	40.08	40.68	41.69	42.32	42.95	43.81	44.47	45.36
12	37.48	41.05	44.62	45.29	45.97	47.12	47.83	48.55	49.52	50.26	51.26
13	39.81	43.60	47.39	48.10	48.83	50.05	50.80	51.56	52.59	53.38	54.45
2024 4.00%	Beginning First Yr	Beginning 2nd Yr	Beginning 3rd Yr	Beginning 4th Yr	Beginning 7th Yr	Beginning 10th Yr	Beginning 13th Yr	Beginning 16th Yr	Beginning 19th Yr	Beginning 22nd Yr	Beginning 25th Yr
			BASE								
	84%	92%	1.00%	1.50%	1.50%	2.50%	1.50%	1.50%	2.00%	1.50%	2.00%
10	34.49	37.78	41.06	41.68	42.30	43.36	44.01	44.67	45.57	46.25	47.17
12	38.98	42.70	46.41	47.10	47.81	49.01	49.74	50.49	51.50	52.27	53.31
13	41.40	45.35	49.29	50.03	50.78	52.05	52.83	53.62	54.69	55.51	56.63

### Additional Wage Provisions

#### B.1 Classifications

Employee classifications covered by this agreement are:

CLASSIFICATION	PAY GRADE
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Deputy	10
Sergeant	12
Lieutenant	13

#### B.2 Shift Differential

All employees shall be paid a shift differential for hours worked from 6 P.M. each night through 6 A.M. the next day. For the term of this Agreement the shift Differential shall be \$1.00 per hour worked during the designated period. Such amount shall be part of base wage and shall be included in calculations of overtime.

#### B.3 Bilingual Pay

Officers having passed a mutually agreed upon bilingual certification test are eligible for assignment as a bilingual specialist. The Sheriff will determine the number of personnel assigned to this specialty. Determination of proficiency will be made based on a testing process approved by the Sheriff. Selection of specific personnel assigned will be based on

proficiency (test scores) and the need for the particular language. Officers assigned to the bilingual specialty assignment shall receive 2% of his/her base wage in the same manner as other special assignments.

#### **B.4 Special Assignment Pay**

The Sheriff shall determine the number of employees receiving "Special Assignments" and retains the authority to make changes to such "Special Assignments" including returning employees to regular duty. It is agreed that any employee assigned to a Special Assignment listed herein shall be paid a percentage as provided below for each assignment of additional duties. Such payments shall be made in accordance with Article 18 and at the completion of each pay period wherein assignment has been made by the Sheriff by adding the percentage amount to all other compensation of the employee. Effective January 1, 2016 such amount shall be 3% for all specialties except Detectives, who shall receive 5%. Special assignment pay shall be a part of base wage and shall be included in calculations of overtime. Employees may receive more than two (2) special assignment pays with express written permission from the Sheriff.

Special Assignments are:

Detective  
Reserve Liaison Officer  
Field Training Officer (FTO) (includes assignments to work with Level I Reserve Deputies as FTO)  
Emergency Vehicle Operation Course (EVOC) Instructor  
Crisis Response Unit  
Defensive Tactics Instructor  
Firearms (Range Officer)

The Employer agrees that the Sheriff will be budgeted for at least 15 specialty assignments per year.

#### **B.5 Education Incentive**

Employees with an AA degree and higher from an accredited institution will be eligible for an educational/performance incentive, as set forth below:

Education / Performance Premium:

AA Degree	2.0%
BA/BS Degree	4.0%

It is the employee's responsibility to have their diploma or transcripts provided from an accredited institution to the Employer in order to be eligible for the incentive. The Education Incentive shall be added to the monthly rate of pay of the employee's current classification and paid in the same manner as the employee's regular wages.

## **Appendix C – Paid Time Off Provisions**

This appendix takes effect on January 1, 2020.

### **C.1 Paid Time Off Policy**

- C.1.1 The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for such needs as County-designated and floating holidays, vacation, short term personal or family illness, medical appointments, school, volunteerism, and other activities of the employee's choice. The County's goal is to reduce unscheduled absences and the need for supervisory oversight.
- C.1.2 Employees may carry over 840 hours of PTO accrued prior to January 1, 2022 and will be paid for all PTO hours over 840 that are accrued and unused, only if the employee has taken 80 hours of pre-approved time off or has submitted requests for 80 hours of pre-approved time off that the employee can show was unable to be taken. If the employee fails to meet the condition regarding pre-approved time off, the employee will not receive payment for PTO hours accrued in excess of 840 hours and will lose PTO hours accrued in excess of 840 hours. Payment for accrued and unused hours over 840 will be paid at 100% in cash in January the following year.

### **C.2 Guidelines for PTO Use**

- C.2.1 Each full-time employee will accrue PTO bi-weekly in hourly increments based on their length of service as defined below. One hour per 40 hours worked will accrue separately in compliance with Washington State Sick Leave Law, included in Chapter 49.46 RCW. A maximum of 40 hours of Washington State Sick Leave may be carried over from one year to the subsequent year.
- C.2.2 PTO is added to the employee's PTO bank when the bi-weekly paycheck is issued. PTO taken will be subtracted from the employee's accrued time bank in 30 minute increments. Temporary employees, contract employees/independent contractors, and interns are not eligible to accrue PTO.
- C.2.3 Eligibility to accrue PTO is contingent on the employee either working or utilizing accrued PTO during the bi-weekly pay period. A full work week is when an Employee actually works the number of hours for which they are scheduled or uses previously accrued PTO during a single week. For example, an Employee accrues PTO when they work the 40 hours for which they are scheduled, uses previously accrued PTO in the amount of 40 hours or some combination of the two.
  - C.2.3.1 PTO is not earned in pay periods during which unpaid leave, short or long term disability leave, or workers' compensation/L&I leave are taken unless the employee also uses PTO top-up or performs work, in which case PTO will accrue. PTO may be utilized separately from Paid Family and Medical Leave (PFMLA) at the employee's choice. PTO may be used to supplement

a Paid Family and Medical Leave absence up to 100% of the employee's usual regular pay, not including overtime.

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

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

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

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

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

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

### C.3 Paid Time Off Exceptions

- C.3.1 PTO may not be taken in excess of the PTO accrued. Time off taken in excess of accrued PTO will be unpaid. The only possible exception to this policy must be granted by the department head.
- C.3.2 PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. In other words, unpaid leave is not available to an employee who has accrued PTO to use for all or a portion of the absence.

#### C.4 Specific Eligibility for PTO

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

##### Years of Service

- 1-3: 262 working hours per year, earned at a rate of 5.03846 hours for each full work week in a calendar year.
  - 4-8: 278 working hours per year, earned at a rate of 5.34615 hours for each full work week in a calendar year.
  - 9-13: 294 working hours per year, earned at a rate of 5.65385 hours for each full work week in a calendar year.
  - 14-19: 310 working hours per year, earned at a rate of 5.96154 hours for each full work week in a calendar year.
  - 20: 326 working hours per year, earned at a rate of 6.26923 hours for each full work week in a calendar year.
  - 21-30: 342 working hours per year and an additional day for each year of employment to a maximum of 414 hours, earned at a rate of 6.57692-7.96154 hours for each full work week in a calendar year.
  - 31+: 414 working hours per year, earned at a rate of 7.96154 hours for each full work week in a calendar year.
- C.4.2 Employees are paid in the same manner as excess PTO for the PTO they have accrued at employment end, up to the 840 hour maximum. An employee may not use PTO time that has not yet accrued. Employees who give notice of employment termination may use accrued PTO for in the same month as the last day actually worked. In no event may an employee extend their employment beyond the last day actually worked by using PTO.
- C.4.4 Employees who are rehired will receive credit for former time worked and accumulate current PTO for the combined time in accordance with PPPM Section II.8.

#### C.5 Donated Leave

It is agreed that bargaining unit employees may transfer unused PTO hours at their rate of accrual from their own earned and accrued account to the depleted account of another

bargaining unit employee(s) when the recipient is unable to work for medical reasons, and has exhausted their own time off with pay benefits. Once an employee authorizes the transfer, the transferred amount will be removed from the accrual as if it were used by the transferring person and placed in a donated leave pool.

## **Appendix D – Procedures for Filling Vacant Overtime Shifts**

1. Island County (“County”) and the Island County Deputy Sheriff’s Guild – Criminal Division (“Guild”) agree that based on current staffing the following agreements regarding procedures for filling vacant overtime shifts that have not been filled voluntarily are necessary to add to the parties’ bargaining agreement.
2. Scheduled overtime (vacant overtime) that is not filled by the 15<sup>th</sup> of the prior month can be filled by the following procedures.
3. Vacant overtime should be offered to Deputies in the precinct where the overtime originated and then each of the other precincts before being assigned.
4. Vacant overtime shall be filled from least seniority to most seniority in the precinct from which the overtime originated. The overtime should be assigned to the Deputy with the least seniority available by schedule to work the overtime.
5. Supervisors shall check to see if the least senior Deputy has volunteered for overtime in the month that the vacant overtime is for. If the least senior Deputy has volunteered for overtime in that month, the vacant overtime shall be assigned to the next least senior Deputy that has not volunteered for overtime and continuing up by seniority and so on until the overtime is filled.
6. Supervisors should make an effort to ensure the vacant overtime is being assigned evenly throughout the precinct.
7. Once a person has worked a vacant overtime shift, they should not be eligible for assigned overtime until vacant overtime has been assigned through the precinct by least to most seniority for available Deputies, excluding the Precinct Supervisors.
8. Supervisors shall update the schedule using a background color to show which Deputies were assigned vacant overtime.
9. Emergency overtime (to cover unscheduled leave) should be offered to Deputies, available by work schedule, voluntarily in the precinct for which the Deputy on leave originates from first.
10. The emergency overtime should be offered to Deputies, available by work schedule, voluntarily to the other precincts before being assigned.
11. Emergency overtime will then be assigned from least to most seniority, available by schedule, in the precinct where the overtime originated and then to the least senior Deputy, available by schedule, in the other precincts.
12. Supervisors shall update the schedule using a background color to show which Deputies were assigned emergency overtime.