

COLLECTIVE BARGAINING AGREEMENT

By and Between

COWLITZ COUNTY

and

TEAMSTERS LOCAL UNION No. 58

**CORRECTIONS CLERICAL,
SECRETARY AND COOKS**

2024 - 2026

TABLE OF CONTENTS

Article 1	Union Recognition	2
Article 2	Management Right.....	3
Article 3	Hours of Work and Overtime	3
Article 4	Holidays	4
Article 5	Vacations.....	5
Article 6	Seniority	7
Article 7	Sick Leave.....	8
Article 8	Leave Sharing	9
Article 9	Leave.....	10
Article 10	Uniforms and Cleaning	11
Article 11	Equipment.....	12
Article 12	Progressive Discipline	12
Article 13	Grievance Procedure.....	12
Article 14	Health and Welfare	13
Article 15	Bereavement	14
Article 16	Retirement.....	14
Article 17	Salaries.....	14
Article 18	Non Discrimination.....	15
Article 19	Duration of Agreement	15
Article 20	Waiver Clause.....	15
Article 21	Employment Practices	15
Appendix A	Wages.....	17
Appendix B	Uniforms	17
Appendix C	Evaluation Procedures and Appeal	18

THIS AGREEMENT, made and entered into by and between the Board of Cowlitz County Commissioners hereinafter referred to as the COUNTY, and Teamsters Local Union No. 58, hereinafter referred to as the Union, governing wages, hours and working conditions of employment for clerical employees in the Jail, Secretary, and Cooks. This agreement reached 9-14-94 as the result of a petition to separate Corrections Officers from Clerks, Secretary, and cooks.

ARTICLE 1 - UNION RECOGNITION

1.1 The Union is recognized as the sole and exclusive bargaining agent for the following full time employees in the Jail: Correction Specialists and Food Service Manager.

Full time employee - defined.

A full time employee is one who works at least twenty-nine (29) hours per week for three (3) consecutive months.

Full time employees are entitled to all of the benefits of the contract:

Temporary employee - defined.

A temporary employee is one who works less than three (3) consecutive months unless extended by mutual agreement.

Temporary employees are excluded from the provisions of the contract except that they shall be paid an hourly rate based on the contract's minimum salary of the classification to which they are assigned.

Temporary employees who become full-time employees without a break in service shall be entitled to the benefits of a full time employee retroactive to the date that their work schedule became full time as defined above, except that health and welfare benefits and premium payment shall not be retroactive nor shall time as a temporary employee be counted toward the probationary period described in 1.3 of this agreement.

1.2 New employees to this bargaining unit are required to serve a probationary period of twelve months (during which they may be terminated without recourse to the grievance procedure or the discharge or suspension article 11.1). The twelve-month probationary period excludes any time worked as a temporary employee.

1.3 Upon receipt of a properly executed written authorization card signed by the employee to deduct dues, who voluntarily chooses to become a member of the Union, the Employer agrees to deduct all regular Union dues and initiation fees from the employee's pay that are uniformly required to maintain the employee in good standing in the Union. The written authorization shall provide that: a) the amount of dues deducted by the Department shall be increased upon written notification from the Union that the amount of dues increased; or b) each employee who voluntarily chooses to become a member of the Union must submit a written authorization for

the Department to deduct any increased amount of dues that the Union establishes after the date of this Agreement. Such deductions are to be transferred to the Union each month.

An employee may revoke his or her authorization for payroll deduction of payments to the Union by delivering written notice to the Employer and the Union.

1.4 The Union agrees to indemnify and hold harmless the employer, its Board members, officers, agents, and employees, from and against any and all claims, demands, actions, lawsuits or any forms of liability, monetary or otherwise (for example, claims for reinstatement or reemployment), including attorney's fees and costs arising from the application and enforcement of this article.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Except as abridged by this contract, the Director of Corrections shall retain the exclusive right to exercise the customary functions of management, including, but not limited to: directing the activities of the department; determining the methods of operation, including but not limited to the introduction of new equipment; the right to hire, layoff, transfer, promote; to discipline or discharge for just cause; to determine work schedules and assign work; to establish performance objectives; to set job standards; and to evaluate performance of employees.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.1 The work schedule may only be changed or altered by mutual agreement between the Director of Corrections and the Union. Any work schedule must produce at least Two Thousand Eighty (2080) hours per year per employee, less sick leave, vacation leave, and paid holidays, or any other authorized leave.

All employees shall be allowed a one-half (1/2) hour lunch break during their shift as workload permits; however, if not taken, no overtime shall be paid.

All employees shall be granted a fifteen (15) minute break approximately half way through the first half of their shift, and a fifteen (15) minute break approximately half way through the second half of their shift. Such breaks shall be taken without loss of pay and the employees shall not be required to make up such time.

3.2 Overtime. If an employee is required to work in excess of his/her regularly scheduled shift, or if they are required to work on a regular scheduled day off, they shall receive time and one-half pay or time and one-half compensatory time off. Compensatory time off balance cannot exceed forty (40) hours at any time. If the forty (40) hour compensatory time balance is not used the employee may request payoff by November 1 for the first payroll in December.

3.3 Call back, including call back to court, shall be paid at minimum three (3) hours pay at time and one-half. Right of first refusal for early call-ins of up to three (3) hours shall be given to oncoming shift personnel on a rotating basis and shall not affect movement of the overtime call-out card and such early call-in shall not be considered call time.

3.4 All overtime accumulated by an employee may be taken as compensatory time off by mutual agreement between the employee and his supervisor. Normally, the desire of the employee shall be observed unless such time off would cause staffing levels to drop below minimum staffing levels.

3.5 Except in emergencies (when an employee is expected to accept overtime assignments), assignments of overtime shall be rotated among qualified employees according to job assignment. In the event an employee is forced an overtime assignment on their last scheduled work day prior to vacation or floating holiday, the County will seek volunteers from other sources prior to forcing said employee. Part time reserves or temporary employees will not be used to cover short-term (fifteen 15 calendar days or less) leaves such as vacation days off, sick leave or leave of absence. If all qualified full time employees decline the overtime the Department may use any source to fill the vacancy. A record shall be kept by the supervisor of overtime worked.

3.6 Qualified defined. A qualified employee is eligible by experience and training to fulfill the requirements of a specific position as determined by the Director of Corrections or his/her designee.

ARTICLE 4 - HOLIDAYS

4.1 The following shall be recognized as designated holidays and shall be compensated for at time and one-half rate of pay or compensatory time off if assigned to work on such day. Compensatory time off or pay will be by mutual agreement between the employee and his supervisor.

HOLIDAY	DATE TO BE OBSERVED
Designated Holidays:	
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Non-designated Holiday:

Two Floating Holidays	At Employees Choice
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After completing ten (10) consecutive years of service with Cowlitz County an employee shall receive three (3) floating holidays on January 1 of each year for a total of three (3) floating holidays each year.

The floating holidays may be taken at any time after employee has completed six (6) full months of employment and when mutually agreed upon between employee and the supervisor. Floating holiday time is non-accumulative and lapses at the end of each calendar year. There is no termination pay for any floating holiday not taken.

4.2 For corrections specialists, the holiday shall be on the day designated in paragraph 4.1 except holidays occurring on a Saturday shall be observed on a Friday and holidays occurring on a Sunday shall be observed on the following Monday.

4.3 Designated holidays occurring on an employee's day off shall entitle the employee to an additional day's pay or an additional compensatory day off. Compensatory time off or pay will be by mutual agreement between the employee and his supervisor.

4.4 Vacation time shall not be charged on any holidays listed in paragraph 4.1.

4.5 Holiday schedules for the following year shall be posted no later than October 1 of each calendar year and all employees shall indicate their choice of holiday time on the schedule. The holiday schedule shall be completed by December 1 and seniority shall be given preference in the scheduling of holidays. Employees who fail to sign the holiday schedule by December 1 shall be scheduled on a first come, first served basis. Normally, an individual's holiday request shall be granted unless such request would cause an overtime that cannot be filled. The holiday schedule shall cover the period from January 1 to December 31.

ARTICLE 5 - VACATIONS

5.1 All regular employees represented by this agreement shall be granted thirteen (13) days (104) hours vacation upon the completion of the first year of continuous service. Vacation leave is not available to the employees until after having served six consecutive months of employment.

A re-employed or reinstated employee must also have six (6) months of continuous employment before being entitled to use vacation leave.

5.2 Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) continuous months.

5.3 One regular vacation day (8 hours) is credited to an employees account on the last calendar day of the month. Employees earn a day (eight hours) of vacation leave for their first month of employment if they are placed on payroll on or before the 15th day of the month and actually work continuously through the rest of that month. Terminating employees do not receive vacation leave credit for the month in which they terminate unless they actually work continuously through the 14th day of that month.

5.4 Vacation leave shall accumulate to a total of thirty-one (31) working days, after which time, if no leave is taken, no additional leave shall be credited. That is, an employee at no time

shall have more than thirty-one (31) days of accumulated vacation leave due, unless extended by the Employer.

5.5 All accumulated vacation leave shall be allowed when an employee leaves the employment of Cowlitz County for any reason, provided notice has been given. (Note exception of Item 2 above.) Adequate notice is defined as a written notice submitted to the department head at least fourteen (14) days prior to termination of employment. This notice is not required in the event of involuntary termination.

In case of death, all accumulated vacation leave shall be paid to the estate of the employee. All payments of terminal leave for the unused vacation leave shall be based on the employee's salary at the time of separation or death.

Payment of terminal leave will be made at the time of payment of the final payroll for the employee.

5.6 Authorized Leave of Absence Without Pay shall not interrupt prior or continuous service. However, the employee shall not be credited with earned vacation leave days during the period of authorized leave of absence without pay.

5.7 Vacation schedules for the following year shall be posted no later than October 1, of each calendar year, and all employees shall indicate their choice of vacation time on the schedule. The vacation schedule shall be completed by December 1 and seniority shall be given preference in the scheduling of vacations. Employees who fail to sign the vacation schedule by December 1 shall be scheduled on a first come, first served basis. Normally, an individual's vacation request shall be granted unless such request would cause staffing levels to drop below minimum staffing levels. If the shift is normally staffed at minimum level, one person shall be granted their vacation request. In the event an employee is forced an overtime assignment on their last scheduled work day prior to vacation, the County will seek volunteers from other sources prior to forcing said employee. The vacation schedule shall cover the period from January 1 to December 31.

5.8 The provisions of this Article are not applicable to persons regularly working less than twenty-one (21) hours per week, or to persons in temporary, intermittent; or occasional employment status.

BONUS LEAVE

Bonus vacation days shall be granted to the employees and credited to their account on the anniversary date of employment in accordance with the vacation schedule shown below.

VACATION SCHEDULE

Number of Years of	Vacation	Bonus	1day=8hrs Total Days of Vacation
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<u>Employment Completed</u>	<u>Earned</u>	<u>Days Earned</u>	<u>Per Year</u>
1	12	1	13
2	12	2	14
3	12	4	16
4	12	4	16
5	12	5	17
6	12	5	17
7	12	5	17
8	12	5	17
9	12	5	17
10	12	6	18
11	12	7	19
12	12	8	20
13	12	8	20
14	12	9	21
15	12	9	21
16	12	10	22
17	12	10	22
18	12	11	23
20 and over	12	12	24

ARTICLE 6 - SENIORITY

6.1 Seniority Defined. For purposes of vacation accrual seniority is defined as the employee's last date of hire with the County. For purposes of preference in days off, an employee's seniority date is the date on which he was assigned to his current classification at the Cowlitz County Jail. For holiday and vacation scheduling an employee's seniority date is the date on which he was assigned to the Cowlitz County Jail.

6.2 Seniority shall prevail in the preference of days off, vacations and holidays. In the interest of public safety, shift assignments will be made by the Department, based upon the manpower needs, experience and ability. All requests for shift changes will be given full consideration before a final determination is made. Shift changes shall not be made without first discussing the change with the affected member at least one week prior to the shift change taking place unless mutually agreed upon to occur with less than one week's notification.

6.3 The Director of Corrections may lay off any employee, after two weeks prior notice in writing without prejudice because of lack of funds, curtailment of work, or other reasons outside the employee's control which do not reflect discredit on the services of the employee. No full time employee, however, shall be laid off while there are temporary or probationary employees serving in the same class or position. Layoff due to reduction in force shall be made in inverse order of seniority by his/her classification date in the Cowlitz County Jail. For purposes of this section classifications are understood to be: Correction Specialist and Food Service Manager.

Where an employee subject to layoff within a classification has previously held a permanent position in another classification that employee shall have the right to exercise his/her seniority

in such classification provided he/she left such classification in good standing. In no event shall an employee be allowed to bump up. Bumping will only be allowed laterally or down.

Employees who are laid off shall be called back according to their seniority and classification (last laid off first recalled). No new hires shall be employed into classifications where there are laid off employees for a period of five years. Notice of recall shall be sent by registered mail to the last address the employee has provided the Director of Corrections in person or by certified mail. Any offer of re-employment is contingent on the employee to become re certified by the State and the employee must meet the original employment standards of the job. An employee offered recall rights must accept the offer within five days after the Department has been notified that the offer of recall has been delivered. Employees accepting recall must report to work within two weeks of accepting the recall. Seniority rights shall be restored to recalled employees except the period of layoff shall not be restored. Employees who are bumped to a lower classification as the result of a layoff shall have first right to return to their former classification before any other employees are promoted to that classification.

ARTICLE 7 - SICK LEAVE

7.1 It is the intent of both parties to be in compliance with the Washington Paid Sick Leave Law, but in no event will the sick leave provisions be less than the following: Sick leave is granted at the rate of one working day (eight hours) for each completed month of service and is credited to the employees account on the last day of the month. It shall accumulate and at the end of each calendar year any unused paid sick leave balances up to (1,200) will carry over to the following year. For example if you have 1,208 hours December 31, 2019 including your December accrual, effective December 31, 2019 your balance will be 1,200 hours or if you have 1,150 hours December 31, 2019 including your December accrual, effective January 1, 2020 your balance will be 1,150 hours.

7.2 Employees will be granted a day of sick leave for the first month of employment if placed on the payroll on or before the 15th day of the month and if actually working continuously through the rest of that month, but if the employee separates employment (voluntary or involuntary) prior to the end of the month the employee will accrue one (1) hour for every forty (40) hours worked.

7.3 All accumulated unused paid sick leave that was not paid out at the time of separation may be restored when a previously separated employee is re-employed within twelve (12) months of separation. Sick leave may be extended by the appointing power after all accumulated sick leave is exhausted when an employee is injured in the line of duty (except when covered by industrial insurance) or contracts a contagious or infectious disease through exposure to such disease in the line of duty.

7.4 Sick leave may be taken for any of the following reasons:

- A.** Illness or injury which incapacitates the employee to the extent that he/she is unable to perform his/her work. Pregnancy shall be treated in the same fashion as a temporary disability.

- B.** Exposure to contagious disease such as would jeopardize the health of fellow workers or the public as determined by the County Health Officer or the County Health Officer may delegate such duty to his/her Registered Nurse Physician Assistant.
- C.** Preventative care such as medical, dental, or optical appointments and/or treatments.
- D.** Care of a family member with an illness, health condition, and/or preventative care such as medical/dental/optical appointments.
- E.** 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.
- F.** If the employee or the employee's family member is a victim of domestic violence leave act, RCW 49.76.

7.5 Payment for sick leave will be made only when approved by the appointing power. Employees are allowed to use paid sick leave in increments of a tenth of an hour. One tenth hour equals six (6) minutes.

7.6 At the employee's option, vacation leave may be used as sick leave, but sick leave may not be used as vacation leave.

7.7 An employee receiving industrial insurance time-loss payments may use-vacation leave or sick leave during the period covered, provided the combined compensation cannot exceed the employee's base rate of pay.

7.8 Doctor's certificate of illness may be required by the Employer at the time the employee returns to work when he is absent because of illness or injury more than three (3) consecutive days.

7.9 An employee separated from County service due to death, retirement, or termination short of retirement age shall be compensated to the extent of fifty (50) percent of his accumulated sick leave.

7.10 A family member is defined in RCW 49.76 and includes child or parent (including biological, adopted, foster, step, or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling.

ARTICLE 8 - LEAVE SHARING

The Jail Superintendent or his designee may permit an employee to receive annual leave or sick leave donated by other County employees if:

- A. The employee has a need for five or more days that would qualify under sick leave usage, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or terminate employment; and
- B. the employee's absence and the use of shared leave are justified; and
- C. employee has depleted or will shortly deplete his or her annual and sick leave reserves; and
- D. the employee has abided by rules regarding sick leave use; and
- E. the employee has been found to be ineligible for benefits under Chapter 51.32 RCW (Workers Compensation) and ineligible to receive or is not receiving disability insurance payments; and
- F. the employee has been employed by the County for six consecutive months.

Leave shall be donated on an hour for hour basis and no monetary value shall be attached, regardless of the rates of pay of donors or recipients. A donor may not donate sick leave or vacation hours that the donor would not be able to take due to separation from County employment.

An employee who is on leave transferred under this section shall continue to be classified as a regular employee and shall receive the same treatment in respect to salary, wages and other benefits as the employee would normally receive if using accrued annual leave or sick leave.

The hours of leave transferred under this section which remain unused shall be returned to the employee or employees who transferred the leave when the employer finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. To the extent administratively feasible, hours transferred and not needed shall be returned to the donor on a pro rata basis.

Forms to accomplish this procedure shall be provided by the employer.

ARTICLE 9 - LEAVE

9.1 Family Medical Leave – Follow the County FMLA Policy and in accordance with any applicable stand and/or federal law.

9.2 Washington Paid Family and Medical Leave_– Beginning January 1, 2020, the State of Washington thru the Employment Security Department will collect a premium based on a percentage of gross wages for each employee of this bargaining group. The percentage of gross wages is defined by the State and can be adjusted annually according to the rules set by the statute. Cowlitz County will pay 37% (thirty-seven percent) of the premium and the employee

will pay 63% (sixty-three percent) of the premium which will be deducted from the employee each pay period.

Eligible employees can apply for leave for qualified family and medical events. Eligibility and benefits are defined by the applicable RCWs and WACs. Federal FMLA will run concurrently with Paid Family and Medical Leave when the qualifying event is covered by both PFML and FMLA.

9.3 Leave of Absence Without Pay for Reasons Other Than Family and Medical Leave

9.3.1 Leave of absence without pay may be granted at the discretion of the employer.

9.3.2 Request for leave of absence without pay must be submitted in writing and approved by the employer in advance of the effective date.

9.3.3 An employee on leave of absence without pay shall not be eligible for accrual of sick leave, vacation, holiday pay or seniority. The seniority date shall be moved forward in the amount equal to the duration of the leave. On return from leave of absence, an employee shall be eligible for the first available position within the employee's classification for which the employee is qualified. Returning employees shall have no right to displace an employee who has attained seniority.

9.3.4 While on such leave of absence without pay, an employee shall not be eligible for employer payment of medical insurance.

9.3.5 An employee failing to return to work upon expiration of the leave of absence may be terminated from employment with the employer.

9.3.6 New Hire Exception – The Employer may approve unpaid vacation leave prior to hire which would not affect leave benefit accruals, seniority, or employer share of health .

ARTICLE 10 - UNIFORMS AND CLEANING

10.1 The County shall furnish to all new Clerks and Secretaries sets of uniforms required by the Director of Corrections (listed in Appendix B) which shall be replaced on the basis of fair wear and tear.

10.2 Cooks shall receive uniforms which shall consist of four (4) pants, four (4) shirts and one (1) sweater/jacket which shall be replaced on the basis of fair wear and tear. (Soils and stains that are not removable are considered as fair wear and tear.) Cooks shall receive shoes on the basis of fair wear and tear, provided the shoe style is acceptable to the employer.

10.3 Employees agree to maintain all clothing, uniforms or equipment in good condition and not to subject such items to abuse not required in line of duty.

10.4 All uniform purchases must be from vendors approved by the Purchasing Department.

ARTICLE 11 - EQUIPMENT

11.1 Employees shall not be required to operate unsafe or mechanically unsound equipment.

ARTICLE 12 – PROGRESSIVE DISCIPLINE

12.1 The Director of Corrections or his/her designee may discipline any employee subject to this agreement for justifiable cause. In such cases the Director of Corrections or his/her designee will initiate a progressive discipline procedure which normally shall include the following steps: 1) oral warning, 2) written warning, 3) Suspension without pay-3 to 5 days', 4) termination. Causes of a serious nature including but not limited to conviction of a felony or acts of moral turpitude may be causes for immediate suspension without pay or termination.

The employer shall advise an employee of his/her right to union representation (shop steward or member) prior to any meeting initiated by a supervisor where disciplinary action is going to be discussed or implemented.

12.2 All terminations and suspensions shall be in writing with a copy to the Union. When an employee is notified in writing that he is to be discharged or suspended and who feels the suspension or discharge is without just cause the union may appeal the suspension or discharge within 21 calendar days of the notice of discharge or suspension to an arbitrator. In the case of arbitration, the parties shall request a list of seven arbitrators from FMCS. One will be selected by alternate striking of names. The first strike shall be determined by a flip of a coin. In any arbitration proceeding held pursuant to this agreement, the arbitrator shall have no authority to render any decision that will add to, subtract from, or alter, change or modify the terms of this agreement. The power of the arbitrator shall be limited to interpretation or application of the express terms of this agreement, and all other matters, including negotiations, shall be excluded from arbitration. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator's services shall be borne equally by the employer and the union. Each party shall bear the cost of presenting its own case. No grievance shall be subject to processing which precedes the date on which the union signs this agreement.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Any dispute that might arise over the application or interpretation of any Article of this agreement shall be handled as follows:

STEP 1 Any dispute must be taken up between the designated representative of the Director of Corrections, the employee and the Shop Steward within five (5) days after knowledge of occurrence of grievance. The grievance must include the following information:

1. Statement of grievance and relevant facts.
2. Specific provisions of the contract allegedly violated.

3. Remedy sought.

STEP 2 If no agreement is reached at step 1, the Union, within five (5) days, may request the Director of Corrections to meet with the Union and the grievant(s) to attempt to settle the dispute.

STEP 3 If no agreement is reached at step 2 The Union within ten (10) days, may submit the dispute in writing to the Cowlitz County Commissioners and the Human Resources Director.

STEP 4 If the dispute is not resolved at step 3, the union within ten days after receipt of the Commissioners findings at step 3 may appeal the dispute to an arbitrator. In the case of arbitration, the parties shall request a list of seven arbitrators from FMCS. One will be selected by alternate striking of names. The first strike shall be determined by a flip of a coin. In any arbitration proceeding held pursuant to this agreement, the arbitrator shall have no authority to render any decision that will add to, subtract from, or alter, change or modify the terms of this agreement. The power of the arbitrator shall be limited to interpretation or application of the express terms of this agreement, and all other matters, including negotiations, shall be excluded from arbitration. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator's services shall be borne equally by the employer and the union. Each party shall bear the cost of presenting its own case. No grievance shall be subject to processing which precedes the date on which the union signs this agreement.

Any and all time limits and steps specified above may be waived by mutual consent of the parties involved. If the time limits are not mutually waived, failure to meet them will constitute abandonment of the grievance.

ARTICLE 14 - HEALTH AND WELFARE

14.1 Effective January 1, 2024, the County's contribution shall be increased to a maximum of one thousand seven hundred dollars (\$1,700) per month to the Oregon Teamster Employers Trust for the GW medical plan, the D-6 dental plan, and the V-4 vision plan. Included in the employer's contribution is the Three Dollars and Forty Cents (\$3.40) for the 1104-LD life plan (\$4000). Any amount in excess of the employer's monthly contribution shall be paid by the employee through payroll deduction. Cowlitz County – Long Term Disability Insurance is an employee paid benefit. In no event shall the County's contribution exceed the total cost of the plans. The union shall have an opportunity to select an alternate lower cost Oregon Teamsters Employers Trust health plan one time during the term of this Agreement. The decision to choose an alternate health plan shall be solely the choice of the employees and shall be by majority vote in a secret ballot election. The union will need to notify the County Human Resources

Department in writing by the 15th of the preceding month to be effective the 1st of the following month.

14.2 Effective January 1, 2025, the County's contribution shall be increased to a maximum of one thousand seven hundred fifty dollars (\$1,750) per month to the Oregon Teamster Employers Trust for the GW medical plan, the D-6 dental plan, the V-4 vision plan and the Retiree's Plan R3. In no event shall the County's contribution exceed the total cost of the plans. Any amount in excess of the County's contribution shall be paid by the employee through payroll deduction. Cowlitz County – Long Term Disability Insurance is an employee paid benefit.

14.3 Effective January 1, 2026, the County's contribution shall be increased to a maximum of one thousand eight hundred dollars (\$1,800) per month. In no event shall the County's contribution exceed the total cost of the plans. Any amount in excess of the County's contribution shall be paid by the employee through payroll deduction. Cowlitz County – Long Term Disability Insurance is an employee paid benefit.

ARTICLE 15 - BEREAVEMENT LEAVE

15.1 Leave shall be granted to an employee in the event of death in the immediate family (funerals are included).

15.2 Leave for this reason shall be limited to three (3) days in any one instance but may be extended if the situation calls for it.

15.3 "Immediate family" means spouse, parent, grandparent, brother, sister, in-laws, child (including adopted children), grandchildren, aunt, uncle, niece or nephew, or any person related by blood or marriage regularly residing in the employee's household at the time of death.

ARTICLE 16 - RETIREMENT

16.1 The present retirement plans or the legally required successor plans shall be in effect for the duration of this agreement.

ARTICLE 17 - SALARIES

17.1 All employees shall be paid in accordance with Salary Appendix A of this contract. No employee's rate of pay shall exceed the maximum exhibited in the schedule on Appendix A of this contract for the classification to which the employee is assigned. All salaries are computed based on a Two Thousand Eighty (2080) hour year.

17.2 Out of Class Pay. In the event any employee is temporarily transferred to a higher paying job classification, for eight hours (one shift) or more they shall be compensated for that rate of pay.

17.3 Employees promoted to a position whose minimum salary is higher than the minimum salary of the position held just prior to promotion shall move to step 1 of the higher position or the step which would provide a minimum 5 percent increase, whichever is greater. Each year after promotion they shall move to the next step but no higher than step 7.

17.4 New Hires – The Department has the ability to place new hires with relevant experience at a step that is at least one step lower than the step she/he would have qualified for had all such experience been earned in this department as determined by the Department.

ARTICLE 18 – NON-DISCRIMINATION

18.1 The Employer and the Union agree not to discriminate against any employee because of race, religion, creed, color, national origin, marital status, sex, age, political affiliation, union membership and union related activities, sexual orientation, honorably discharge veteran or military status, or presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, or any other status protected by law.

18.2 All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

18.3 The Employer and the Union recognize the County’s Affirmative Action Plan and the procedures established therein which guarantee Equal Employment Opportunity.

ARTICLE 19 - DURATION OF AGREEMENT

19.1 This agreement shall be in full force and effect from January 1, 2024 to and including December 31, 2026, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement.

ARTICLE 20 - WAIVER CLAUSE

20.1 The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, management and the union for the duration of this Contract, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Contract.

ARTICLE 21 – EMPLOYMENT PRACTICES

21.1 The union recognizes that the Employer has the authority to change payroll dates once during the contract.

SIGNED this 9th day of January 2024

CHAUFFEURS TEAMSTERS AND
HELPERS LOCAL #58



BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

DocuSigned by:
Richard Dahl
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Richard R. Dahl, Chairman

DocuSigned by:
Arne Mortensen
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Arne Mortensen, Commissioner

DocuSigned by:
Dennis P. Weber
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Dennis P. Weber, Commissioner

DocuSigned by:
Kelly Dombrowsky
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ATTEST: Kelly Dombrowsky
Clerk of the Board



APPENDIX A

Effective 1/1/2024 includes the wage increase defined below:

CLASSIFICATION	Step 1 (85%)	Step 2 (87.5%)	Step 3 (90%)	Step 4 (92.5%)	Step 5 (95%)	Step 6 (97.5%)	Step 7 (100%)
FOOD SERVICE MANAGER	4541	4675	4808	4942	5075	5209	5342
CORRECTION SPECIALIST III	4428	4558	4688	4818	4949	5079	5209
CORRECTION SPECIALIST II	4208	4332	4456	4580	4703	4827	4951
CORRECTION SPECIALIST I	4000	4118	4235	4353	4471	4588	4706

Effective 1/1/2025 includes the wage increase defined below:

CLASSIFICATION	Step 1 (85%)	Step 2 (87.5%)	Step 3 (90%)	Step 4 (92.5%)	Step 5 (95%)	Step 6 (97.5%)	Step 7 (100%)
FOOD SERVICE MANAGER	4701	4838	4976	5115	5254	5391	5529
CORRECTION SPECIALIST III	4582	4717	4852	4987	5121	5256	5391
CORRECTION SPECIALIST II	4355	4484	4612	4740	4868	4996	5124
CORRECTION SPECIALIST I	4140	4262	4384	4506	4627	4749	4871

Effective January 1, 2024, Step 7 listed in Appendix A has been increased by five percent (5%).

Effective January 1, 2025, Step 7 listed in Appendix A has been increased by two percent (3.5%).

Effective January 1, 2026, Step 7 listed in Appendix A has been increased equal to 100% of the CPI-West Class B/C (June to June) with a floor of 1% and a ceiling of 3.5%.

APPENDIX B

CLERKS, SECRETARIES, and COOKS

Uniform Quality and Standards to be Approved by the Director of Corrections

- 4 pair pants (wash and wear)
- 4 Shirts
- 1 sweater/jacket

APPENDIX C

EVALUATION PROCEDURES AND APPEAL

Evaluations will be conducted by the employee's immediate supervisor; providing that the employee has been working under his/her supervision for at least ninety (90) days prior to the evaluations. Employees on shift for less than 90 days will be evaluated by their previous supervisor.

Evaluations will consist of written evaluation by the supervisor, a self evaluation, and an interview with the supervisor to compare and discuss the evaluations. Both evaluations will be maintained in the employee's file.

If a disagreement should arise, the employee has the right to appeal the supervisor's evaluation through the following steps:

1. Advise the supervisor that you wish to appeal the evaluation.
2. The supervisor will arrange a review of the evaluation with the Director of Corrections, and the supervisor who wrote the evaluation.
3. If a satisfactory agreement cannot be reached, the Director of Corrections will conduct an informal investigation by gathering peer evaluations and past evaluations.
4. If further appeal is necessary, the employee may follow formal grievance procedures through the Union.

**Memorandum of Understanding
between
Cowlitz County and Cowlitz County Teamsters Local 58 Correction Clerical,
Secretary and Cooks**

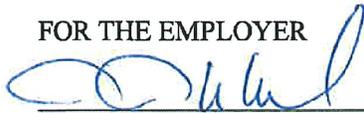
This agreement is between Cowlitz County and Cowlitz County Teamsters Local 58 Correction Clerical, Secretary and Cooks for the purpose of implementing House Bill 1087, 1323, 1732 and 1733 adding a new voluntary option as an alternative to the Long Term Care State Plan.

Beginning July 1, 2023 the State of Washington through the Employment Security Department will collect a new employee paid premium as defined in House Bill 1087, 1732 and 1733. The employee paid payroll premium will fund the program for a new Long Term Care state benefit administered through Employment Security Department.

House Bill 1323 passed in 2021 and House Bill 1733 allows for an "Exempt Employee" and that employee must demonstrate the listed exemption to the Employment Security Department.. Once approved by Employment Security Department the employee must provide the approval to the Human Resources Department to be exempt from the employee premium assessment.

The County will offer a new voluntary long term care benefit option effective July 1, 2021. For anyone who applies and is approved through the vendor, the County will take the benefit deductions through payroll. The County reserves the right to start, stop, or change the vendor or the payroll deduction but will provide written notice of any of these actions to the Bargaining Representative at least 30 calendar days prior to the action(s) taking effect.

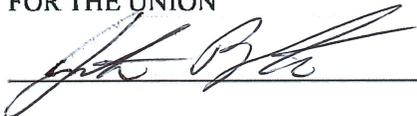
By entering into this MOU, neither party is waiving any bargaining rights, either now or in the future. The parties also hereby agree that this MOU should not be accorded any precedential value whatsoever in any future disputes that may arise between the parties except to enforce this MOU.

FOR THE EMPLOYER


Date

11/16/2024

Date

FOR THE UNION


Date

1/18/2024

Date