

COLLECTIVE BARGAINING AGREEMENT

By and Between

COWLITZ COUNTY

and

TEAMSTERS LOCAL UNION No. 58

CORRECTIONS SERGEANTS

2022-2024

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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 Corrections Sergeants

ARTICLE 1 - UNION RECOGNITION

1.1 The Union is recognized as the sole and exclusive bargaining agent for Corrections Sergeants.

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 Sergeant - defined.

An OIC who is scheduled to work in the position of sergeant for a period of fifteen calendar days or longer during a sergeant's leave of absence or reassignment

Temporary sergeants are excluded from the provisions of the contract except that they shall be paid an hourly rate based on the contract's minimum salary for the classification to which they are assigned. All other provisions of their employment shall be in accordance with the labor agreement covering their permanent assignment. If an employee serves in excess of (1) one year in the temporary assignment, that employee shall be promoted to the second (2) step of the salary progression as contained in the sergeant/County labor agreement.

Temporary sergeants who become permanent sergeants without a break in service shall be entitled to a seniority date retroactive to the date they were first assigned temporary sergeant status.

1.2 New Sergeants are required to serve a probationary period of 2080 work hours excluding any hours on light duty prior to completing this probationary period they may be terminated without recourse to the grievance procedure or the progressive discipline article. Sergeants who are unwilling or unable to perform satisfactorily during the probationary period may be allowed to return to their former position in the Cowlitz County jail with the approval of the Director

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 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 increases 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 new 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's designated officer 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 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

Except as abridged by this contract, the Executive 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 - FIREARMS

All personnel promoted to Sergeant after March 5, 1994, must be firearms qualified at time of promotion. A minimum of four (4) Sergeants in the bargaining unit shall be required to maintain firearms qualifications at all times. However, Sergeants will be allowed to opt out of maintaining their firearms qualification based upon their seniority within the Sergeants bargaining unit providing a minimum of four (4) Sergeants maintain their firearms qualifications. In the event less than four (4) Sergeants desire to maintain their firearms qualification the least senior Sergeant or Sergeants shall be forced by inverse seniority to maintain their firearms qualification in order to fulfill the minimum requirement of four (4) firearms qualified Sergeants within the bargaining unit.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1 Personnel shall work the schedule that was in effect on September 3, 1997. This schedule may only be changed or altered by mutual agreement between the Executive 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 coffee break approximately half way through the first half of their shift, and a fifteen (15) minute coffee break approximately half way through the second half of their shift. Such coffee breaks shall be taken without loss of pay and the employees shall not be required to make up such time.

4.2 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. Employees called at home will be compensated overtime in increments of tenths of an hour for actual time on the phone. One tenth hour equals 6 minutes. Compensatory time off balance cannot exceed forty-eight (48) hours at any time. If the forty-eight (48) hour compensatory time balance is not used the employee may request payoff by November 30 for the first payroll in December.

4.3 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.

4.4 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. In a calendar year employees may schedule (24)-hours from their compensatory time off bank, such time off will be granted even if the request causes staffing levels to drop below minimum staffing levels.

4.5 Except in emergencies (when an employee is expected to accept overtime assignments), assignments of overtime shall be rotated among qualified Sergeants. If a sergeant does not take the overtime voluntarily, a qualified OIC that is assigned to that shift will be placed in the sergeants position. If there are no qualified OIC's assigned to that shift, it will then be offered by rotation to designated or qualified OICs. If all OICs refuse the overtime, the sergeant in front of the forced overtime box shall not be forced to work beyond 18 hours in a 24 hour period. Temporary Sergeants 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. A record shall be kept by the supervisor of overtime worked. Sergeants must have a minimum of six (6) hours off between shifts, unless an emergency is declared by the County Corrections Director.¹

Sergeants and Corrections Officers who are weapons qualified will have their overtime cards jointly rotate through the armed detail overtime box.

¹ Bargaining Note: The parties agree the eight (8) hour Sergeants will not be forced overtime on any calendar day that is a full shift scheduled time off. The twelve (12) hour Sergeants will not be forced overtime six (6) hours before or after a full shift scheduled time off. Scheduled time off includes vacation, comp, sick, floaters, bereavement and Kelly Days. Training days will be excluded from this provision.

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

ARTICLE 5 - HOLIDAYS

5.1 Effective on January 1st of each year all full time employees shall receive forty-four (44) non accruable floating holiday hours for that calendar year. However, floating holiday hours may be used in either four (4), six (6), eight (8) or twelve (12) hour increments by any bargaining unit member. A new Sergeant, who is hired after January 1st, shall have the forty-four (44) floating holiday hours pro-rated from hire date to December 31st. The floating holiday hours 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. Once a Floating holiday has been approved by the Director or their designee, it can only be changed by mutual agreement between the employee and Director or their designee. 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.

5.2 Full-time employees shall receive eight (8) hours pay per month, which is included in their base pay designated in Appendix A in lieu of eight (8) holidays.

ARTICLE 6 - VACATIONS

6.1 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.

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

6.3 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.

6.4 Vacation leave shall accumulate to a total of two hundred and forty eight hours (248), 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 two hundred and forty eight hours (248) of accumulated vacation leave due, unless extended by the Employer.

6.5 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.

6.6 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.

6.7 Vacation schedules for the following year shall be posted between September 1 and 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. 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. The vacation schedule shall cover the period from January 1 to December 31.

All Sergeants and Corrections Officers (by department seniority) will be assigned one (1) day during this period to schedule his/her vacation leave for the following year. If this day happens to fall on an employee's day off, the employee will not be entitled to overtime or compensatory time for scheduling his/her vacation days. If an employee is unable to make it on his/her scheduled day and has a justifiable reason as determined by the Captain, he/she must call the Captain to make arrangements for an alternate day. Once an employee's day is over, that employee may not make any changes to his or her vacation leave requests until the window period is closed. Once the window period has closed, vacation will be granted on a first come, first served basis.

Extensions shall be granted by the Director or their designee because of an unforeseen circumstance.

6.8 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 will be granted to the employees and credited to their account on the last day of the month in accordance with the vacation schedule shown below.

VACATION SCHEDULE

<u>Year of Employment</u>	<u>1 day = 8 hrs Vacation Earned</u>	<u>Total Days of Bonus Days</u>	<u>Vacation Earned Per Month</u>
1	12	1	8.66 hrs
2	12	2	9.33 hrs
3	12	4	10.66 hrs
4	12	4	10.66 hrs
5	12	5	11.33 hrs
6	12	5	11.33 hrs
7	12	5	11.33 hrs
8	12	5	11.33 hrs
9	12	5	11.33 hrs
10	12	6	12.00 hrs
11	12	7	12.66 hrs
12	12	8	13.33 hrs
13	12	8	13.33 hrs
14	12	9	14.00 hrs
15	12	9	14.00 hrs
16	12	10	14.66 hrs
17	12	10	14.66 hrs
18	12	11	15.33 hrs
22 and over	12	12	16.00 hrs

ARTICLE 7 - SENIORITY

7.1 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.

7.2 Seniority shall prevail in the preference of days off and vacations. 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.

7.3 The Executive Director of Corrections may lay off any Sergeant 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 Sergeant, however, shall be laid off while there are temporary or probationary Sergeants employed. 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: Corrections Sergeant.

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 in person or by certified mail. Any offer of reemployment is contingent on the employee to become recertified 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.

ARTICLE 8 - SICK LEAVE

8.1 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 (one thousand two hundred) hours will carry over to the following year. For example if you have 1,208 hours December 31, 2018 including your December accrual, effective January 1, 2019 your balance will be 1,200 hours or if you have 1,150 hours December 31, 2018 including your December accrual, effective January 1, 2019 your balance will be 1,150 hours.

8.2 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 1 (one) hour for every 40 (forty) hours worked.

If the employee starts after the 15th of the month the employee will accrue 1 (one) hour of paid sick leave for every 40 (forty) hours worked until the end of that month.

If an employee separates employment (voluntary or involuntary) prior to the end of the month the employee will accrue 1 (one) hour for every 40 (forty) hours worked in that month.

8.3 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 12 (twelve) 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.

- 8.4 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 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, injury, 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.

8.5 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 tenth of an hour. One tenth hour equals 6 (six) minutes.

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

8.7 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.

8.8 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.

8.9 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.

8.10 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 9 - SICK LEAVE/VACATION TRANSFER PROGRAM

The Union agrees to follow Cowlitz County sick leave/vacation transfer program policy.

ARTICLE 10 - LEAVE

10.1 Family Leave - An employee is entitled to twelve (12) workweeks of family leave during any twenty four (24) month period to: A) Care for a newborn child or adopted child of the employee who is under the age of six (6) at the time of placement for adoption or B) To care for a child of the employee under eighteen (18) years of age who has a terminal health condition. Leave under A shall be completed within twelve (12) months after the birth or placement for adoption as applicable. Leave under B applies once for any given child. If both parents of a child are employed by Cowlitz County they shall together be entitled to a total of twelve (12) workweeks of family leave during any twenty-four (24) month period, and leave shall be granted to only one (1) parent at a time.

Family leave shall be unpaid leave and benefits shall be handled as described in Section 2 of this article.

An employee planning to take family leave shall provide their Department Head and Human Resources with written notice at least thirty (30) days in advance of the anticipated date of delivery or placement for adoption, stating the dates during which the employee intends to take family leave. The employee shall adhere to these dates unless:

- a) The birth is premature.
- b) The mother is incapacitated due to birth such that she is unable to care for the child.
- c) The employee takes physical custody of the newly adopted child at an unanticipated time and is unable to give thirty (30) day's notice in advance.

In the event that a, b or c occurs the employee agrees to notify the employer as soon as possible to reestablish the dates of the leave.

10.2 Federal Family and Medical Leave

A. An employee is eligible for Federal Family and Medical Leave if he/she has worked for the County at least twelve (12) months and has worked at least twelve hundred fifty (1250) hours in the twelve (12) month period before the FMLA leave is to begin.

B. Allowable reasons for FMLA leave are: birth and care of the employees newborn child within twelve (12) months after the date of the child's birth; placement of a child (under eighteen (18) years of age or over eighteen (18) years of age if they are incapable of self care due to a physical or mental disability) with the employee for adoption or foster care within twelve (12) months after the date of placement; to care for the employee's spouse, child or parent with a serious health condition; when

the employees own serious health condition prevents him/her from performing his/her job.

C. A serious health condition is defined as: any physical or mental condition that involves a) in patient care; b) incapacity for more than three (3) calendar days that involves continuing treatment by a health care provider; c) continuing treatment by a health care provider for a long term incurable condition which if not treated, would likely result in a period of incapacity for more than three (3) days or for prenatal care. A health care provider is defined as a: doctor of medicine or osteopathy; podiatrist; dentist; clinical psychologist; optometrist; nurse practitioner; nurse midwife; or Christian Science practitioner.

D. Employees may take up to twelve (12) work weeks of unpaid (paid if on accrued sick leave) FMLA leave in a twelve (12) month period measured forward from when the employee's last FMLA leave began. An employee's FMLA leave entitlement will run concurrent with the Family Leave entitlement under State law as described in Section 1. If an employee and employee's spouse both work for the County they are entitled to a combined total of twelve (12) work weeks of FMLA leave for the birth or placement of a child or to care for a parent or a child with a serious health condition.

E. Employees who know in advance that they will need to use FMLA leave shall obtain, complete and return a Request for Leave Form to Human Resources thirty (30) calendar days before the leave is to commence. When the need is not foreseeable thirty (30) calendar days before it is to commence the employee will give the employer notice of his/her intent to take FMLA leave as soon as practicable after the employee learns of the need for the leave. In case of an emergency, the employee or a responsible person must call the Human Resources Department to make the request, and must fill out a Request For Leave Form as soon as possible. Any request for an extension of FMLA leave must be made by the employee before the initial leave expires.

F. Employees who request FMLA leave because of their own serious health condition or the serious health condition of their spouse, parent, or child must obtain a certification that the serious health condition exists from a health care provider. Forms can be obtained from Human Resources. The certification must be returned no later than fifteen (15) days after the County requests certification. The County reserves the right to request a second opinion from a health care provider of their choice at County expense. If there is disagreement between the employee's health care provider and the County's health care provider, the employee and the County shall choose a third health care provider (at County's expense) whose opinion shall be binding on both the County and the employee. Failure by the employee to cooperate in the selection of a third health care provider shall result in the second health care provider's opinion to be final and binding.

A fitness for duty report is required from an employee's health care provider before they may return to work from leave for their own serious health condition. Fitness for Duty Report Forms are available in the Human Resources office.

G. Employees are entitled to intermittent or reduced schedule leave for their own serious health condition or the serious health condition of their child, spouse or parent if a health care provider certifies that the intermittent or reduced schedule is medically necessary. The provisions

for second and third health care provider opinions are the same as stated in subsection F above. The County may temporarily transfer employees on intermittent or reduced schedule leave to another job without reducing pay or benefits.

H. If an employee has accrued sick leave they must use that sick leave concurrent with FMLA leave.

I. The County will continue to pay their share of the health insurance premiums for the duration of the FMLA leave if the employee is enrolled in the County's plan immediately prior to the FMLA leave. The employee is required to pay their share of the premium. If an employee does not return to work from FMLA leave he/she must reimburse the County for the payments made during the leave.

J. Employees on vacation or sick leave during FMLA leave will continue to accrue vacation, sick leave, and holidays if they occur during the leave and they will continue to accrue seniority. If the leave is unpaid the employee will not accrue vacation, sick leave or holidays that occur during the leave nor will they accrue seniority. Bonus days will continue to accrue if the leave is for disability reasons and anniversary date for vacation accrual will not be affected. Bonus days will not continue if the leave is for non disability reasons and the anniversary date will be moved forward equal to the duration of the leave.

K. If an employee accepts other employment or becomes self employed during the leave the leave will be canceled.

L. Employees returning from leave shall be reinstated to their former job or a job with equal pay and benefits and working conditions, provided an employee shall have no greater right to a job when they return than if they had continued working during the leave period.

10.3 Washington Paid Family and Medical Leave

It is the intent of both parties to be in compliance with the Washington Paid Family and Medical Leave, which is a statewide insurance program for employees to care for themselves and/or their family members administered by the Employment Security Department.

Beginning January 1, 2019 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 on January 1, 2019 is 0.04% of gross wages paid and can be adjusted annually after 2020 by the Employment Security Department according to the rules set by the statute. Cowlitz County will pay 37% of the premium and the employee will pay 63% of the premium which will be deducted from the employee each pay period.

Beginning January 1, 2020 eligible employees can apply for leave for qualified family and medical events. Eligibility and benefits are defined by the applicable RCWs and WACs.

When a qualifying event is covered by both Paid Family and Medical Leave and FMLA

(Washington State FMLA and/or Federal FMLA), the leave available in both programs is taken concurrently.

**Leave Of Absence Without Pay
For Reasons Other Than Disability of The Employee**

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

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

10.6 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.

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

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

ARTICLE 11 - UNIFORMS AND CLEANING

11.1 For any Sergeant the County shall furnish such items of equipment or apparel deemed necessary by the Executive Director of Corrections (itemized in Appendix B). Such uniforms and/or clothing shall be replaced on the basis of fair wear and tear when such items are returned to the Employer.

11.2 In the event an employee leaves the Department, all uniforms and equipment purchased by the County shall be returned to the County. The burden of proof as to who purchased the items shall be on the County.

11.3 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.

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

ARTICLE 12 - EQUIPMENT

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

ARTICLE 13 - PROGRESSIVE DISCIPLINE

13.1 The Executive Director of Corrections or his designee may discipline any employee subject to this agreement for justifiable cause. In such cases the Executive Director of Corrections or his designee will initiate a progressive discipline procedure which normally shall include the following steps: 1) oral warning, 2) written warning, 3) Suspension without pay, 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.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 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 Executive Director of Corrections, the employee and the Shop Steward within fifteen (15) 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 fifteen (15) days, may request the designated representative of the Executive 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 Arbitration.

- A. Within seven (7) calendar days of Employer's receipt of the request for arbitration for any Disciplinary Grievances, the Employer and Union shall submit a request to the Executive Director of PERC to assign an arbitrator from the Law Enforcement Arbitrator Roster. Disciplinary Grievances are defined as a dispute or disagreement regarding any disciplinary action, discharge, or termination decision arising under this collective bargaining agreement.
- B. Within seven (7) calendar days of Employer's receipt of the request for arbitration, for any other grievances, the Employer and Union will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an

arbitrator, and within seven (7) calendar days of the date of the Union request to refer the grievance to arbitration, the Union will mail a request for panel of five (5) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon from the American Arbitration Association. Within ten (10) calendar days of receiving the list, the parties will alternately strike names from the list, with the moving party to strike the first name, until one name remains, and he/she shall serve as arbitrator. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and on all employees subject to this Agreement, but the arbitrator will confine his/her decision to the interpretation and application of the specific provisions of this Agreement which have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.

Each party will pay one-half (½) of any fee to obtain the arbitration panel, but will bear its own costs and expenses in any such arbitration proceeding. The losing party (to be designated by the arbitrator) will pay the full cost of the arbitrator's fees and any out-of-pocket or per diem expenses. The cost of all reporting and transcript fees shall be the responsibility of the party making the request unless the other party requests the opportunity to inspect and/or use the transcript for any purpose other than confirming its accuracy, in which event the cost shall be equally divided.

Exclusive Remedy. It is specifically understood and agreed that the grievance procedure established in this Article 14 is the exclusive procedure for use by all bargaining unit employees and the Union for bringing or asserting any claim allegedly arising under any provision of this Agreement, but shall not waive an employee's right to bring claims under any applicable federal or state law.

Time Limits. Failure to file or appeal a grievance within the time limits (or any mutually agreed written extension) will waive all right to relief. Failure by the employee or the Union to submit the grievance in accordance with these time limits shall constitute an abandonment of the grievance. Failure of Employer to respond within the time limits (or any extension mutually agreed to in writing in advance) will cause the grievance to automatically be referred to the next step of the grievance procedure unless earlier withdrawn by the Union.

Settlements. Settlement of any grievance at Step 1 will be final and binding but will not be precedential as to any of the issues involved in the grievance, nor can it be used by either party to establish a past practice or interpretation of the relevant contract provisions in any future grievance. The Union shall have the right to appeal any proposed grievance settlement at Step 1

ARTICLE 15 - HEALTH AND WELFARE

15.1 Effective January 1, 2021, the contribution will be a 95%/5% (ninety-five percent/five percent) split of the increases or decreases (if any) for the FW Medical Plan, D-6 Dental Plan, and V-4 Vision Plan on the prior plan year as compared to the new plan year. For

example if the prior plan year the County is paying \$1,000 per month for premiums and the new plan year premium increases \$100 the County will contribute an addition \$95 for a total of \$1,095 a month. In this scenario, if the premium decreases \$100, then the County will reduce its contribution by \$95, for a total contribution of \$905 a month. Any amounts in excess of that shall be paid by the employee through payroll deduction.

ARTICLE 16 - BEREAVEMENT LEAVE

16.1 Immediate Family. Upon the death of an “immediate family” member, employees will be allowed up to twenty-four (24) hours off with pay to grieve, assist in making arrangements and attend the services. “Immediate family” means spouse, parent, grandparent, brother, sister, in-laws, child (including adopted children), grandchild, aunt, uncle, niece or nephew, or any other person related by blood or marriage regularly residing in the employee’s household at the time of death. Employees who require additional time off may request personal leave.

16.2 Other Relatives/Friends. Upon the death of other relatives or friends, employees will be allowed up to one (1) unpaid day of bereavement leave to attend the funeral or services or one day from leave that is available at the time of the funeral or service; vacation, floater or compensatory time.

16.3 Pay and Benefit. If an employee is on vacation leave, the employee may change his vacation leave to bereavement leave. Employees granted bereavement leave under Section 16.1 may additionally use any earned floating holiday time and then any remaining earned vacation time. Pay will be based upon the straight-time hours of work (at the employee’s regular base wage rate) actually scheduled and missed as a result of the bereavement.

ARTICLE 17 – RETIREMENT

17.1 The County shall continue to participate in the PERS retirement program for the duration of this agreement. The present retirement plans or the legally required successor plans shall be in effect for the duration of this agreement.

ARTICLE 18 – SALARIES/LATERAL ENTRY

18.1 Effective January 1, 2008, all employees shall be paid in accordance with Salary Schedule in 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.

18.2 New Sergeants shall start at step one of their respective classification and shall advance to the next higher step on the first day of the month closest to their anniversary date provided they achieve and maintain the standards set forth in Appendix C.

18.3 Lateral Entry Employees. Qualified lateral entry applicants may be hired providing: (1) their

department seniority starts with their first day of employment; and (2) they satisfactorily complete a twelve (12) month probationary period.

New lateral entry employees who have between one (1) and three (3) years of experience shall start at step 2 of the salary schedule on Appendix A of this contract; those who have between three (3) and six (6) years of experience shall start at step 3 of the salary schedule on Appendix A of this contract.

NO LATERAL ENTRY EMPLOYEE SHALL HAVE A STARTING SALARY BEYOND STEP 3 OF THE SALARY SCHEDULE ON APPENDIX A OF THIS CONTRACT.

Lateral entry employees shall advance to the next higher step on the first day of the month closest to their anniversary date.

18.4 For each eight (8)-hour shift an employee is assigned to work and works in a higher rank or classification in the Cowlitz County Jail, that employee shall be paid per Article 18.5. Employees who serve in a classification not covered by this labor agreement in a temporary status but in excess of thirty (30) days shall be allowed to return to this bargaining unit without loss of seniority provided such return is within one (1) year of leaving this bargaining unit. Seniority shall not accrue within this bargaining unit while an employee is serving in a capacity outside the bargaining unit.

18.5 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% increase, whichever is greater. Each year after promotion they shall move to the next step but no higher than step 3.

18.6 If a Corrections Sergeant is demoted due to a disciplinary situation, voluntarily demotes, or he/she does not pass probation, as determined by the County and the County approves the Sergeant reverting back to Corrections Officer, he/she shall maintain his/her current seniority date for bidding purposes.

ARTICLE 19 - NON-DISCRIMINATION

19.1 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, or because of disabled or developmentally delayed status.

19.2 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.

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

ARTICLE 20 - DURATION OF AGREEMENT

This agreement shall be in full force and effect from January 1, 2022 to and including December 31, 2024, 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 21 - WAIVER CLAUSE

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 22 – EMPLOYMENT PRACTICES

23.1 The Union recognizes that the Employer has the authority to change payroll dates. The Department agrees to notify the Union at least sixty (60) days prior to such change.

23.2 The Union agrees to follow Cowlitz County Active Duty Continued Health Care Benefits Policy.

ARTICLE 23 – UNION BUSINESS

23.1 Negotiating Committee – The Union may select from its members a committee of two (2) to serve with representatives in negotiating with the Employer. Negotiations shall be conducted at mutually agreed times and places.

23.2 Payment of Wages While Negotiating – Two (2) members of the bargaining unit negotiating team will be paid their usual wage whenever negotiations are scheduled during normal working hours.

23.3 Union Representatives – The Union shall keep the employer informed of the names and positions of Union Officers and representatives.

23.4 Union Meetings – With prior approval by the Director or Designee, the Union may hold Union meetings on the premises of the County’s facilities on employee’s own time, subject to availability.

ARTICLE 24 – 12 HOUR SHIFTS

24.1 Schedule. For Clarification purposes, the Cowlitz County Corrections Sergeants qualify for the exemption under section subsection 7(k) of the federal Fair Labor Standards Act

(“FLSA”) and 29 CFR § 553.201 as law enforcement personnel, specifically as “security personnel in correctional institutions.” If at any time, the Corrections Sergeants are found by a competent court or agency not to be eligible under Section 7(k) or if the County discontinues the twelve (12) hour shift/twenty-eight (28) day work period, both parties will convene to discuss the transition of Corrections Sergeants who are working a twelve (12) hour shift/twenty-eight (28) day work period to a schedule of eight hour shifts worked on five (5) consecutive days followed by two (2) consecutive days off.

For a portion of the Corrections Sergeants staff, excluding those assigned to specialty positions, a twelve (12) hour shift/twenty-eight (28) day work period shall be instituted. The work schedule shall consist of three (3) or four (4) twelve (12) hour shifts to be worked during a calendar week, and eligibility for overtime pay, if any, shall be determined based on a twenty-eight (28) day work period as provided by FLSA § 7(k), with the exception that overtime shall be paid for hours in excess of one hundred sixty (160) worked during any twenty-eight (28) day work period. Overtime also shall be paid for any time worked in excess of a regularly scheduled [12-hour] shift.

Twelve (12) hour shifts shall be bid by seniority whenever possible.

The parties anticipate the following schedule based on a twenty-eight (28) day work period:

Work 14 days in each 28 day work period cycle.
14 days x 12 hours per shift = 168 hours
Plus 4 training hours per 28 day work period = 172 hours
Minus 12 hour lottery day = 160 hours worked
160 hours x 13 28-day work period cycles = 2080 hours per year

24.2 Lottery Days. Employees assigned to a twelve (12) hour schedule will be credited with one twelve (12) hour lottery day in each twenty-eight (28) day work period cycle. This time will be credited to each employee’s balance at the end of the twenty-eight (28) day work period. Lottery days must be scheduled during the window period for the upcoming year. Scheduling for the lottery days will be by seniority and must be approved by a supervisor. This lottery day may not create a scheduled overtime unless the shift is normally staffed below minimum standards. Any changes to scheduled lottery days must be approved by a supervisor.

24.3 Training Days. Employees will be scheduled to work four (4) hours of training, as determined by the department, in each twenty-eight (28) day work period. Supervisors will notify employees of their scheduled four (4) hour training day at least ten (10) calendar days in advance. This four (4) hour block of training is a part of the normal work schedule. Leave banks may be accessed to take training time off unless the training is designated as mandatory.

24.4 Breaks. Employees on twelve (12) hour shifts shall be allowed two (2) one-half (1/2) hour meal breaks. The first meal break shall begin no less than four (4) hours, nor more than five (5) hours, after the beginning of the shift. The second meal break shall begin no less than four (4)

hours, nor more than five (5) hours, after the end of the first meal break. Meal breaks shall be taken as workload permits; however, if not taken, no overtime shall be paid.

All employees on twelve (12) hour shifts shall be granted three (3) ten (10) minute rest breaks. Each ten (10) minute rest break shall be taken approximately midway through each four (4) hours of work.

24.5 Comp Time. Employees may accrue compensatory time up to a balance of forty-eight (48) hours.

In a calendar year employees may schedule twenty-four (24) hours from their compensatory time off bank. Such time would be granted even if the request causes staffing levels to drop below minimum.

24.6 Year End Lottery Day. For bookkeeping and auditing reasons the Employer is required to close out its annual fiscal responsibility on December 31 of each calendar year and the last twenty-eight (28) day cycle leaves one (1), or two (2) days (in a leap year) remaining each year. In order to ensure that all employees' interests are protected and to facilitate the commencement of a twenty-eight (28) day cycle on January 1 of each new calendar year the employer will close out the ending of the calendar year in accordance with accounting requirements. A new twenty eight (28) day cycle shall commence on January 1, of each successive calendar year.

One (1) or two (2) days (in a leap year) will not be part of either the last twenty-eight (28) day cycle of the year or the first twenty-eight (28) day cycle of the following year and will not appear on either schedule.

For scheduling purposes, these one (1) or two (2) days at the end of the year will be considered a continuation of the previous cycle, and those employees who would normally be scheduled to work, will be the ones to work these days.

Employees who work these "non-scheduled" days shall receive a like amount of "lotto time" off to be requested, scheduled, and taken within the next calendar year. Scheduling "lotto time" off is to be by approval of the Director or designee of the Director. Once scheduled, it may only be denied in the event of an emergency endangering or substantially impairing County services to the public, or in situations which may have developed beyond the control of the County. Employees who fail to schedule this time off in a timely manner may have the time scheduled off by the County.

Overtime shall be computed for the aforementioned days based upon all hours worked in excess of twelve (12) hours in a workday. Employees who are off duty on the aforementioned days shall not be debited sick, vacation, compensatory time, or other leave.

24.7 Holidays. Sergeants receive forty-four (44) non-accruable floating holiday hours for each

calendar year. Floating holiday hours may be utilized in either four (4), six (6), eight (8), or twelve (12) hour increments, depending on the schedule the sergeant is on. Holidays will be treated as any other day, as per current collective bargaining agreement.

24.8 Leave Accrual. For Corrections Sergeants who are working a twelve (12) hour shift, holiday, vacation and sick leave accruals shall continue to accrue at the rate of eight (8) hours per month. Bonus vacation hours shall continue to accrue per the collective bargaining agreement. To take a full shift off, twelve (12) hours of appropriate leave must be used. Employees shall be compensated for holidays per the collective bargaining agreement. No employee on a twelve (12) hour shift shall be entitled to any benefits greater than the employees who work an eight (8) hour per day, forty (40) hour per week schedule.

Employees shall be allowed up to twenty-four (24) hours of bereavement leave. Bereavement leave shall be granted per Article 16 of the Collective Bargaining Agreement.

24.9 Vacation Time. Vacation will be granted with the same guidelines as used when on eight (8) hour shifts. If a vacation day causes a force it will not be approved if it was requested on short notice, (12 hours).

In the event the Corrections Officers revert back to eight (8) hour shifts and the Sergeants remain on twelve (12) hour shifts, vacation will be granted with the same guidelines as current practice with an exception for the period of 0600-1800. If the time off does not create overtime from 0800-1600 hours, the vacation would be granted even if it created overtime from 0600-0800 or 1600-1800 hours.

24.10 Overtime Assignments. Corrections Sergeants may work up to eighteen (18) hours consecutively and must have at least six (6) hours off in between shifts. If a shift does not have a sergeant scheduled to work, the first step will be to determine the overtime needed.

Overtimes will initially be offered to all Sergeants available to work at least 6 hours of the overtime. If a Sergeant is available to take all 10, or 12 hours he/she may do so, or he/she may take 6 hours of the overtime and the remaining hours will continue to be called for in its entirety. Example: If you have a 10 hour block of overtime to be offered, the Sergeant has the option of either accepting all 10 hours of the overtime or he/she may take 6 or 4 hours of the overtime. Overtime, 6 hrs or less will initially be offered to all Sergeant available to work it in its entirety. If you are unsuccessful in filling the overtime, the block of time remaining will then be offered to all those who expressed interest in working partial increments when you initially called for the overtime. Any increments less than 3 hours must be offered as an early call and/or holdover.

8 hour overtimes can be offered as either an eight hour block, or two 4 hour blocks. An exception is made for any 8 hour overtime from 1600 to 0000. In this circumstance, you can offer the first two hours (16-18) to the oncoming 12 hour, or off-going 8 hour personnel. The other 6 hours (18-00) can be filled as a 6 hour block to anyone eligible to work. If an employee is eligible to work all 8 hours,

and elects to do so, he/she may take the entire block.

If, at the time the overtime is being called, there exists two overtimes equaling eight consecutive hours (i.e. 16-18 and 18-00) – those overtimes should first be combined and called as an eight hour block. However, this does not apply to overtimes longer or shorter than eight hours total (i.e. 12-18 and 18-00 is not called as one 12 hour block).

If the shift cannot be filled voluntarily by sergeants or OIC's, then a sergeant would be forced to take the overtime.

Procedure for forcing sergeants: Forced overtime cards shall be placed in a box in reverse seniority. The sergeant in the front of the box shall be forced, provided they have not worked or will not have worked in excess of eighteen (18) hours in a twenty-four (24) hour period. Their card will then be moved to the back of the box.

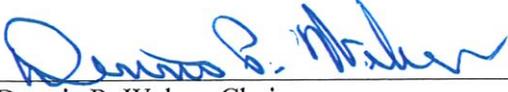
24.11 Termination of Agreement. The Cowlitz County Corrections Department and the Corrections Sergeant – Teamsters Local #58, hereby reserves the right to unilaterally discontinue this practice at any time for any reason. If discontinued, the Corrections Sergeants will revert back to the eight (8) hour shift schedule that was worked prior to the twelve (12) hour schedule.

SIGNED this 31st day of May, 2022

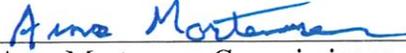
CHAUFFEURS TEAMSTERS AND HELPERS
LOCAL #58


Justin Baptista, Business Representative

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON


Dennis P. Weber, Chairman




Arne Mortensen, Commissioner


John Jabusch, Commissioner

ATTEST:


Tiffany Ostreim, Clerk of the Board

APPENDIX A
TEAMSTERS LOCAL 58 AND COWLITZ COUNTY
CORRECTIONS DEPARTMENT
SERGEANTS SALARY SCHEDULE

Effective January 1, 2022 all classifications listed in Appendix A will be increased by 5.5% (five and one-half percent). The breakdown of this increase is as follows: three percent (3%) General Wage Increase and a two and one-half percent (2.5%) increase for salary reclassification.

Effective January 1, 2023, all classifications listed in Appendix A will be increased by 3%.

Effective January 1, 2024, all classifications listed in Appendix A will be increased by 2.5%.

If a Correction Sergeant is not firearms qualified or becomes non firearms qualified at any time for any reason the top step for the non-firearm qualified Correction Sergeant will be Step 3. Correction Sergeants will move thru the steps as outlined in Article 18.

LONGEVITY PAY

Bargaining unit members who have completed 120 months in Corrections for Cowlitz County will receive each month, in addition to all other compensation that they receive from the County, longevity pay in an amount equal to 2.0% percent of their monthly base wage.

Bargaining unit members who have completed 180 months in Corrections for Cowlitz County will receive each month, in addition to all other compensation that they receive from the County, longevity pay in an amount equal to 3.0% percent of their monthly base wage.

Bargaining unit members who have completed 240 months in Corrections for Cowlitz County will receive each month, in addition to all other compensation that they receive from the County, longevity pay in an amount equal to 4.0% percent of their monthly base wage.

Bargaining unit members who have completed 300 months in Corrections for Cowlitz County will receive each month, in addition to all other compensation that they receive from the County, longevity pay in an amount equal to 5.0% percent of their monthly base wage.

All of a bargaining unit member's service time within the County's Corrections Department will be counted when the amount of longevity pay that the member is entitled to receive is being determined. Thus, time spent in both bargaining unit and non-bargaining unit positions within the Corrections Department will be counted for this purpose. In addition, if a bargaining unit member has had a break in service with the County's Corrections Department, time spent in the Corrections Department before the break in service will also be counted when the amount of longevity pay that the member is entitled to receive is being determined (this provision is intended to include all time spent as a Corrections Officer, Sergeant or Captain only).

Effective 01/01/2022

<u>Steps</u>	<u>1</u> (92.5%)	<u>2</u> (95%)	<u>3</u> (97.5%)	<u>4</u> (100%)
Sergeant (Arms Qual)	6107	6272	6437	6602
Sergeant (AQ) 120 mo. Longevity – 2% 10 YRS	6229	6397	6566	6734
Sergeant (AQ) 180 mo. Longevity – 3% 15 YRS	6290	6460	6630	6800
Sergeant (AQ) 240 mo. Longevity – 4% 20 YRS	6351	6523	6694	6866
Sergeant (AQ) 300 mo. Longevity – 5% 25 YRS	6412	6586	6759	6932

Effective 01/01/2023

<u>Steps</u>	<u>1</u> (92.5%)	<u>2</u> (95%)	<u>3</u> (97.5%)	<u>4</u> (100%)
Sergeant (Arms Qual)	6290	6460	6630	6800
Sergeant (AQ) 120 mo. Longevity – 2% 10 YRS	6416	6589	6763	6936
Sergeant (AQ) 180 mo. Longevity – 3% 15 YRS	6479	6654	6829	7004
Sergeant (AQ) 240 mo. Longevity – 4% 20 YRS	6542	6718	6895	7072
Sergeant (AQ) 300 mo. Longevity – 5% 25 YRS	6605	6783	6962	7140

Effective 01/01/2024

<u>Steps</u>	<u>1</u> (92.5%)	<u>2</u> (95%)	<u>3</u> (97.5%)	<u>4</u> (100%)
Sergeant (Arms Qual)	6447	6622	6796	6970
Sergeant (AQ) 120 mo. Longevity – 2% 10 YRS	6576	6754	6932	7109
Sergeant (AQ) 180 mo. Longevity – 3% 15 YRS	6640	6821	7000	7179
Sergeant (AQ) 240 mo. Longevity – 4% 20 YRS	6705	6887	7068	7249
Sergeant (AQ) 300 mo. Longevity – 5% 25 YRS	6769	6953	7136	7319

APPENDIX B

CORRECTIONS SERGEANTS

- 2 shirts (wash and wear) with all patches, badges, and names
- 2 polo shirts (wash and wear) with badges and names
- 3 pair pants (wash and wear)
- 1 heavy winter coat
- 1 jacket
- 1 dress belt
- 1 pair footwear
- 1 handcuff case
- 1 pair handcuffs
- 1 key holder
- 1 O/C holder
- 1 can of O/C (once certified)
- 1 2-way radio with holder
- 1 ear piece or mic
- 1 suicide knife w/ holder
- 1 CPR mask (once certified) & kit
- 1 pipe holder
- 4 belt keepers

Personnel who are firearms qualified shall be issued the following additional items:

- 1 gun belt
- 1 handcuff case
- 1 key holder
- 1 O/C holder
- 1 Magazine holder
- 1 Ballistic Vest
- 1 Firearm holster

Per each Corrections Sergeant a “one-time only” purchase of 1 external vest carrier with molle attachments and the attachments that allow for Taser, Magazine pouches and radio pouches.

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, and the supervisor who wrote the evaluation.
3. If a satisfactory agreement cannot be reached, the Executive 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.

**LETTER OF UNDERSTANDING
BETWEEN:
COWLITZ COUNTY
AND
TEAMSTERS LOCAL UNION No. 58
CORRECTIONS SERGEANTS**

This agreement is between Cowlitz County and Cowlitz County Teamsters Local 58 Correction Sergeants for the purpose of clarifying the current practice of approving time off requests.

Schedules for the upcoming month will be posted no later than the 25th of each month. Prior to the schedules being posted two (2) people will be allowed to be scheduled off each shift. An officer at the academy will not count as one of those people.

After the schedule has been posted, all time off requests will be granted/denied based on their respective articles of the current collective bargaining agreement. An officer at the academy will not count as a person scheduled off their shift.

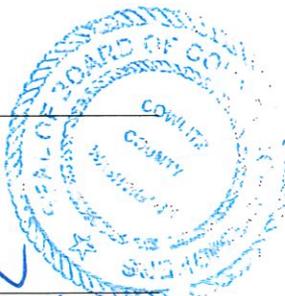
Cowlitz County and Teamster Local #58 hereby reserves the right to unilaterally discontinue this practice at any time for any reason.

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

Dated: 5-31-22

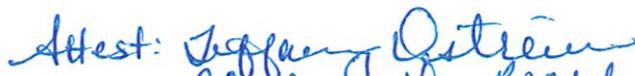


Teamster Local Union No. 58





Cowlitz County Dennis P. Weber, Chairman

Attest: 
Clerk of the Board

**Memorandum of Understanding
between
Cowlitz County and Cowlitz County Teamsters Local 58 Correction Sergeants**

This agreement is between Cowlitz County and Cowlitz County Teamsters Local 58 Correction Sergeants for the purpose of implementing House Bill 1087, 1323, 1732, and 1733 and 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. Employment Security Department must accept these applications for exemption and 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 offered 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

Dennis P. Weber
Dennis P. Weber, Chairman Date

FOR THE UNION

[Signature] 5/19/22
Date

Attest: Jeffrey Peterson 5-31-22
Date Date

