

COLLECTIVE BARGAINING AGREEMENT

By and Between

COWLITZ COUNTY,

SHERIFF BRADLEY W. THURMAN

and

SHERIFF DEPUTIES/SERGEANTS GUILD

2023 - 2025

COWLITZ COUNTY SHERIFF'S AGREEMENT

1/1/23- 12/31/25

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THIS AGREEMENT, made and entered into by and between the Board of Cowlitz County Commissioners and the Sheriff of Cowlitz County, hereinafter referred to as the COUNTY, and The Cowlitz County Deputies Guild, hereinafter referred to as the Guild, governing wages, hours and working conditions of employment for employees of Cowlitz County Sheriff's Office;

ARTICLE 1 - GUILD RECOGNITION

- 1.1 The Guild is recognized as the sole and exclusive bargaining agent for all full time and regular part time Deputies through the rank of Sergeant of the Cowlitz County Sheriff's Office, excluding supervisors, confidential employees, and all other employees.
- 1.2 All employees shall have the voluntary choice of whether or not to become a member of the Guild.
- 1.3 Upon receipt of a properly executed authorization card signed by the employee who voluntarily chooses to become a member of the Guild, the Office agrees to deduct all regular Guild dues and initiation fees from the employee's pay that are uniformly required to maintain the employee in good standing in the Guild. Such deductions are to be transmitted to the Guild each month.

The written authorization shall provide that: a) the amount of dues deducted by the employer shall be increased upon written notification from the Guild that the amount of dues has increased; or b) each employee who voluntarily chooses to become a member of the Guild establishes after the date of this Agreement.

- 1.4 An employee may revoke his or her authorization for payroll deduction of payments to the Guild by delivering written notice to the Employer. Every effort will be made to end the deduction effective the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written notice.
- 1.5 The Guild 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 any attorney's fees and costs, arising from application and enforcement of this article.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 Except as abridged by this contract, the Sheriff shall retain the exclusive right to exercise the customary functions of management, including, but not limited to: directing the activities of the office; 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. Provided, the Cowlitz County Commissioners shall retain the authority to determine all items with budgetary impact such as rates of pay, amount of vacation, sick leave and holidays,

health insurance, life insurance, overtime rate, call back rate, and uniform allowance. Provided, nothing contained herein shall be deemed to be a waiver of the Guilds right to bargain concerning changes in mandatory subjects of bargaining.

- 2.2 Nothing in this Agreement prohibits finger printing work, processing/issuing gun permits, and court security work from being performed by non-bargaining unit members all as determined by the Sheriff.
- 2.3 Marked patrol cars will be assigned after the Deputy has successfully completed the Basic Law Enforcement Academy (BLEA). Newly hired Deputies who have not completed the Basic Law Enforcement Academy (BLEA) will be provided an unmarked vehicle as soon as practicable as determined by the Sheriff.

ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 Guild officials time off - A Guild official who is an employee in the bargaining unit (Guild board member or member of the negotiating committee), shall be granted time off with pay while conducting contract negotiations or grievance resolutions on behalf of the employees in the bargaining unit provided:
 - A. They notify the Employer at least forty eight (48) hours prior to the time off; and
 - B. The Employer is able to properly staff the employee's job duties during the time off; and
 - C. No more than three (3) members of the bargaining unit on paid time may participate in negotiations.
- 3.2 Guild investigation and visitation privileges - A maximum of two representatives of the Guild may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement: provided however he/she shall not interfere with the operation or normal routine of any office.
- 3.3 Storage - The employer shall provide suitable physical space as determined by the Sheriff for the posting of Guild bulletins and storage of Guild documents and materials.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.1 Patrol Dayshift will be 0600 to 1630 or 0800 to 1830. Nightshift will be either 1630 to 0300 or 1930 to 0600. Sergeants will work 0700 to 1730 or 1600 to 0230. The Sheriff or his designee may move employees from one shift to another of the described shifts.
 - four (4) days on then three (3) days off;
 - four (4) days on then three (3) days off;
 - four (4) days on then four (4) days off;
 - six (6) days on then four (4) days off;
 - four (4) days on then three (3) days off;

four (4) days on then three (3) days off;
four (4) days on then six (6) days off

After two (2) complete cycles, a day shift to night shift & night shift to day shift rotation will occur at the end of the six days off.

The Sheriff or his designee will assign and schedule the days of work and the work hours for the deputy assigned to the PacifiCorp Contract. The administrative supervisor for this position will be assigned by the Sheriff.

4.2 Employees assigned to non patrol positions shall work 7:00 am to 5:00 pm Monday through Thursday or Tuesday through Friday. The task force deputy will work Monday through Thursday or Tuesday through Friday 10:00 am through 8:00 pm. In order to equalize hours of work with patrol an average calculation of the annual hours of work will occur. This number of hours will be calculated by averaging the number of hours scheduled for patrol teams AC and BD, then adjusting the hours of non patrol personnel to match that average. Non patrol personnel by January 1st will submit a schedule of desired days off to their sergeant for approval. Once approved the schedules will be submitted to the Sheriff's administration. Such days off must be used within the year earned. The adjusted days off may be used at anytime within the year earned. However, if an assignment change occurs any extra days used and not yet earned will be deducted from the employee's vacation account, compensatory account, or result in loss of pay if no time-off balances are present. These extra days off may be moved within the calendar year by mutual consent. Such movement shall not create any overtime nor cause the employee any loss of pay or benefit. If unused days off exist during the last two weeks of the year, the employee must use them or lose them. Such loss will not generate compensatory time or overtime. An extension of extra days into the next year may be granted with administrative approval.

4.3 The hours of work set forth in Section 4.1 and 4.2 shall not be modified except by mutual consent between the Sheriff (or designee) and the employee. No mutual consent agreement shall violate the remaining subsections in this Article.

The details of any change in hours of work by mutual consent shall be put in writing and both the Sheriff (or designee) and the employee shall receive a copy of that agreement. Any change of work hours due to mutual consent shall be considered temporary and either party may terminate the agreement (in writing) at any time. The employee will then return to the regular hours of work at the end of the current agreed upon work week unless mutually agreed otherwise.

The willingness, or lack thereof, of the employee to engage in a mutual consent schedule shall not be used as a criteria in the following: a Deputy's probationary period, any promotional process, and/or any specialty assignment process.

4.4 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.

- 4.5 Overtime. All overtime must be approved by the shift supervisor. Overtime shall be defined as all hours worked beyond forty (40) in a work week or in excess of the hours in an employee's scheduled work shift.

Compensatory time. At the time overtime is worked the employee has the option to request either (a) paid overtime compensation, or (b) compensatory time subject to the restrictions that an employee may not accrue more than a total of seventy-two (72) hours of compensatory time at any time under any circumstances. Whenever an employee works any overtime that would result in the employee's exceeding a total of seventy-two (72) hours of accrued compensatory time, the employee shall immediately correct the entry in the payroll program to eliminate the hours in excess of the seventy-two (72) hour maximum compensatory time.

Overtime that is funded from outside the Sheriff's Office budget shall be compensated as paid overtime, and not eligible for compensatory time. Non-exclusive examples of outside funding are: Boat Safety, Traffic Safety, PacificCorp patrols, Road Department, Seattle to Portland bike ride, and Weyerhaeuser patrols. Exceptions to this will be by approval of the Sheriff.

- 4.6 All call time, which includes court time, shall be approved by the shift supervisor. Call time shall be paid at a minimum three (3) hours pay at time and one-half; thereafter all overtime to be paid for at actual time based on fifteen (15) minute increments. Call time occurs when an employee leaves work at the end of his regular shift and is called back thirty (30) minutes after the end of his regular shift but before the start of his next regularly scheduled shift. Provided, early call ins of up to two (2) hours shall not be call time but shall be compensated for at the overtime rate if the provisions of 4.4 are met.

Overtime for court shall be compensated when the Deputy is not advised of cancellation at least 24 hours before trial/hearing provided the deputy calls the Sheriffs Office or Prosecutors office or the court or other good faith effort to determine if the court is still going ahead.

- 4.7 Except in emergencies (when an employee is expected to accept overtime assignments), assignment of overtime shall be rotated among regular employees according to job assignment. A record shall be kept by the supervisor of overtime worked.
- 4.8 Training Days. Every effort will be made to schedule training at least (14) fourteen or more days in advance of occurring. Training which is posted (14) fourteen or more days before it occurs shall be considered the employee's assigned shift for that day. If such scheduled training is cancelled within (14) fourteen days of occurring and no other training is substituted, the employee has the option, with approval of affected supervisors, of either

working the scheduled training hours for that day (usually 0700-1700) or move back to their regular shift hours.

- 4.9 Short Notice of Shift Change - Deputies who are not notified of a change in shift hours at least by the end of their last scheduled working week shall not be required to adjust their shift without mutual agreement or compensation at the time and one half rate for extra hours worked.
- 4.10 a. The parties understand and agree that Cowlitz County Sheriff's Office Deputies and Sergeants as law enforcement personnel are exempt from the general overtime provision of the Fair Labor Standards Act (29 U.S.C. § 207(a)) and RCW 49.46.130(1), and instead are subject to the terms set forth in 29 U.S.C. § 207(k) of the Fair Labor Standards Act, 29 CFR §§ 553.230.233, and RCW 49.46.130(5) for the purpose of calculating overtime.
- b. Starting sometime after December 1, 2009, but before January 1, 2010, the work period for purpose of calculating overtime under 29 U.S.C. § 207(k), 29 CFR §§ 553.230.233 and RCW 49.46.130(5) will be 28 days. Overtime pay, if any, shall be paid for any hours worked in excess of 171 hours in the 28 day work period as provided by 29 U.S.C. § 207(k) and 29 CFR §§ 553.230.233. Notwithstanding any other language in this agreement, Cowlitz County Sheriff's Office Deputies and Sergeants will be paid overtime for hours worked in excess of their regular scheduled daily hours of work (for example, a deputy or sergeant who is scheduled to work ten and one-half (10 1/2) hours and actually works twelve (12) hours will receive one and one-half (1 1/2) hours of overtime), unless mutually agreed otherwise.
- c. The Sheriff, in his sole discretion, will determine when the twenty eight (28) day work period shall begin and end.
- 4.11 Training and travel time shall be compensated at straight time, including meal periods. Overtime, if any, will be paid pursuant to this section.
- 4.12 Employees assigned to the basic law enforcement academy (BLEA) shall work the BLEA work schedule, and are exempt from the training and travel provision in 4.11.

ARTICLE 5 - HOLIDAYS

5.1 The employer recognizes the following paid holidays on the date specified for eligible employees:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)

Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving
Christmas Day (December 25)
Two (2) Floating Holidays

- 5.2 The floating holiday may be taken at any time after an 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. Once a floating holiday has been approved it can only be changed by mutual agreement between the employee and approver.
- 5.3 For employees that work a regular day shift, Monday through Thursday, or Tuesday through Friday, when a legal holiday falls on a Saturday, the previous Friday shall be considered the holiday, and whenever a legal holiday falls on a Sunday, the following Monday shall be considered the holiday.
- 5.4 Employees shall receive an additional eight (8) hours of wages at their regular rate of pay whenever an actual holiday falls on the employee's scheduled day off. Employees cannot move the holidays to another designated day and therefore receive any additional compensation.
- 5.5 An employee scheduled to work on any of the above-named holidays shall be paid at time and one-half (1.5) for all hours worked on the holiday, in addition to eight (8) hours of holiday pay. Holidays, when not worked, are not "hours worked" for the purpose of calculating overtime for that workweek.
- 5.6 Holiday hours will be from 0600-0600 beginning at 0600 on the day of the holiday. If the shift starts on the holiday, then the entire shift counts as the holiday. (Example – July 4th holiday will begin at 0600 on the 4th and end at 0600 on the 5th.)
- 5.7 When an employee is scheduled to work on a holiday and it is requested off, compensatory time and/or vacation must be used to cover the remainder of the shift after 8 hours.

ARTICLE 6 - VACATIONS

- 6.1 All regular employees in the Sheriff's Office shall be granted forty-eight (48) hours vacation credit upon the completion of six (6) months of continuous service. Vacation leave is not available to the employee until after having served six consecutive months of employment. Thereafter, vacation shall be earned and credited as described in the vacation schedule below. 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 Employees earn a day 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 time may accumulate to a maximum total of two hundred forty-eight (248) hours. An employee who has accumulated a total of two hundred forty-eight (248) hours of vacation, with or without prior notice by the Employer, shall not accrue or be credited with any additional vacation until the employee has reduced his/her total accrual to less than two hundred forty-eight (248) hours by using some or all of the accrued vacation time. Vacation time that does not accrue or is not credited under the preceding sentence will not be restored or credited under any circumstances.

An employee who has accumulated, or is about to accumulate, two hundred forty-eight (248) hours of vacation may submit a written request to the Employer for an extension of up to ninety (90) days during which the employee may use some or all of the accrued vacation while continuing to accrue vacation above the limit of two hundred and forty-eight (248) hours. The written request:

- a. Must be signed by the employee,
- b. Must request a definite time limit for using the excess accrued vacation, and
- c. Must include the employee's proposed time off schedule for the employer to use in determining any potential detriment.

The Employer may approve or deny such a request for an extension at its sole discretion, with the understanding that extensions generally will be denied only if the employee's using the excess accrued leave at or around the time of the extension request could potentially be detrimental to the Employer. An employee is limited to one extension request every twelve (12) months. If a subpoena to appear in court on duty for the employer prevents an employee from taking vacation scheduled in an approved extension plan, the extension plan shall be revised and/or further extended to reschedule the affected vacation days.

- 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 6.2 above.) Adequate notice is defined as a written notice submitted to the Sheriff at least fourteen (14) days prior to termination of employment. In case of death, all accumulated vacation leave shall be paid to the estate of the employee. All payments for the unused vacation leave shall be based on the employee's hourly rate at the time of separation or death. Payment for accrued but unused vacation leave will be made at the time of payment of the final payroll for the employee.

- 6.6 After January 1 of each calendar year, employees may request vacation time for that year. Prior to April 1, preference in scheduling vacations shall be given by seniority by classification and assignment. Employees who request vacation time after April 1 shall be scheduled on a first-come, first-served basis.

The Sheriff's Office administration will allow up to two (2) employees on a patrol team off on vacation when the vacation is scheduled prior to April 1 of each calendar year. The administration, in its sole discretion may allow more than two (2) employees off on vacation.

After April 1, the Sheriff's Office administration will allow up to two (2) employees off work on a patrol team at any given time, regardless of the number of employees assigned to the team. The administration, in its sole discretion may allow more than two (2) employees off work. For the purposes of this article, employees shall be considered off work if they are absent from work for any reason, including, but not limited to, vacation, floating holidays, compensatory time off, training, extraditions, sick leave, disability leave, bereavement leave, Family Medical Leave Act (FMLA), administrative leaves of absence, suspensions, leaves of absence approved by the Sheriff and/or the Civil Service Commission, and military leave. An employee on leave for more than fourteen (14) calendar days, with the exception of vacation leave, shall not count as an employee off work after the 14th consecutive calendar day missed. An employee who is re-assigned temporarily to another patrol team for any reason will be considered as an employee off work from his/her original team.

Once approved by the administration, scheduled vacation and floating holidays will not be cancelled absent an emergency.

- 6.7 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.

VACATION SCHEDULE

Number of Years of Employment <u>Completed</u>	Hours of Vacation Earned Per <u>Month</u>
1	8.67
2	9.33
3	10.67
4	10.67
5	11.33
6	11.33
7	11.33
8	11.33
9	11.33
10	12.0

11	12.67
12	13.33
13	14.0
14	14.5
15	15.0
16	15.5
17	16.0
18	16.0
22 & over	18.0

It is understood that a vacation day is eight (8) hours pay or leave, whichever is applicable. In one year the minimum accrual is 104 hours per year; maximum accrual is 216 hours.

ARTICLE 7 - SENIORITY

- 7.1 "Seniority" as used in this Agreement shall accrue from an employee's seniority date which shall be the first compensated working day from his most recent date of hire as a Deputy within the Cowlitz County Sheriff's Office. Within a classification and/or assignment, seniority shall prevail in the preference of days off and holidays off and vacation bidding.
- 7.2 In the event of a layoff, all extra and part-time employees shall be laid off prior to any regular employees being laid off. In the event it becomes necessary to layoff regular employees, such employees shall be laid off in reverse order of seniority by classification. That is, the regular employee within each class with the least seniority shall be laid off first. All regular employees who are laid off due to reduction in forces shall be called back to work in reverse order of their layoff. Any dispute concerning seniority shall be taken up with the proper Guild officials who shall endeavor to reach a settlement. It is the responsibility of the Guild to inform the Sheriff in writing of who the proper Guild official is. In the event a satisfactory settlement cannot be made, the matter shall become subject to the provisions of Article 13, Grievance Procedure. Permanent employees laid off within a classification shall be permitted to bump the least senior employee in any classification for which the senior employee has previously held permanent status.

ARTICLE 8 - SICK LEAVE

- 8.1 Sick leave is available for employees to care for their health and the health of their family members. Any discrimination or retaliation against an employee for exercise of sick leave rights is not allowed. Employees will not be disciplined for the use of sick leave as outlined in this section.
- 8.2 Sick leave is granted at the rate of one (1) working day for each completed month of service. A working day for sick leave accrual is eight (8) hours. If an employee works more than 320 hours in a month, they will accrue one (1) additional hour of sick leave for every 40 hours worked thereafter in that month.
- 8.3 There is no cap on the number of sick leave hours that may be accrued in a year. At the end

of the sick leave accrual year, unused sick leave balances of 1200 hours or less will carry over to the following year. Unused sick leave balances of more than 1200 hours will be reduced to 1200 hours if unused by the end of the sick leave accrual year. A sick leave accrual year is defined as January 1 to December 31.

- 8.4 Sick leave begins to accrue at the start of employment and employees are eligible to use sick leave upon accrual.

Employees will be granted one (1) working day of sick leave for the first month of employment if placed on the payroll on or before the 15th day of the month. If the employee starts after the 15th of the month the employee will accrue one (1) hour of sick leave for every 40 hours worked until the end of that month. If the employee is separated from employment (voluntary or involuntary) prior to the 15th of the month, the employee will accrue 1 hour of sick leave for every 40 hours worked during the last month of employment. If the employee is separated from employment (voluntary or involuntary) after the 15th of the month, the employee will accrue one (1) working day of sick leave.

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

- A. An employee's mental or physical illness, injury, or health condition.
- B. Preventative care such as a medical, dental, or optical appointments and/or treatment
- C. Care of a family member with an illness, injury, health condition and/or preventative care such as medical/dental/optical appointment.
- D. 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.
- E. Quarantine as the result of exposure to contagious disease such as would jeopardize the health of fellow workers or the public as determined by the Public Health Officer or Physician.
- F. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking as defined by the domestic violence leave act, RCW 49.76

A family member is defined in RCW 49.76 and includes children or parents (including biological, adopted, foster, step, or legal guardian), spouses, registered domestic partners, spouse's parents, grandparents, grandchildren and/or siblings.

- 8.6 Payment for sick leave will be made only when approved by the appointing power. Only working days are charged and at the rate of one hour of leave for each one hour of absence. Sick leave hours will be compensated at an employee's regular rate of pay.
- 8.7 At the employee's option, vacation leave may be used as sick leave, but sick leave may not be used as vacation leave.
- 8.8 An employee receiving Washington State industrial insurance time-loss payments or the employer's self-insured equivalent may use vacation leave or sick leave during the period

covered provided the combined compensation shall not exceed the employee's base rate of pay.

- 8.9 For absences exceeding three consecutive days, an employer may require verification that an employee's use of sick leave is for an authorized purpose. If an employer requires verification, verification may be provided to the employer within a reasonable time period during or after the leave. An employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.
- 8.10 An employee separated from County service due to death, retirement, or termination short of retirement age shall be compensated for accrued and unused sick leave at the following rate: twenty percent (20%) up through ten (10) years; forty percent (40%) eleven (11) years through nineteen (19) years; sixty percent (60%) twenty (20) years and over.
- 8.11 If an employee leaves employment and is rehired within 12 months of separation, any accrued, unused sick leave that was not paid out at separation will be reinstated to the employee's sick leave balance and will be available for use.
- 8.12 Leave Sharing -- Recipient request and approval. An employee may request to receive donated sick leave or vacation. Such request must be made in writing to the appointing authority of the receiving employee. If the appointing authority finds that the receiving employee meets the eligibility requirements described in this policy such appointing authority may approve the receiving employee's request and forward to the Auditor's office for implementation and send a copy to Human Resources.

Donor request and approval

An employee may request to donate sick leave or vacation leave to another County employee who has been authorized to receive such sick leave or vacation. Such request to donate sick leave or vacation leave shall be made in writing by the donor employee to his/her appointing authority. If the donor employee's request meets the conditions described in this policy such request may be approved by the donor employee's appointing authority and forwarded to the Auditor's office to be matched with the approved recipient's request and implemented.

Acknowledgement that transfer is a gift

The donor employee and the receiving employee shall file with the Auditor (copies to Human Resources for permanent record in their medical file) their personal declaration that such sick leave/vacation transfer is intended to be a gift and has been or will be accomplished for no, or without the exchange of any, compensation or consideration whatever.

Request forms

The Department of Human Resources shall prescribe forms to be used by County employees for the purpose of requesting to receive or donating sick leave/vacation.

Sick leave/Vacation - Receipt and Donor value

All sick leave/vacation being donated shall be donated on an hourly basis regardless of the donor's rate of pay and the recipient shall use it on an hourly basis regardless of the recipient's base rate of pay i.e., the donor donates it at his rate of pay and the recipient uses it at his rate of pay.

Use of donated sick leave/vacation

A recipient may use donated sick leave/vacation for: Personal Illness or injury. Illness or injury of the recipient's child, spouse or parent requiring the presence of the recipient. A recipient may only use donated sick leave/vacation to cover absences caused by the above and in no event shall donated sick leave/vacation be compensatory at time of termination.

Eligible recipient

An employee may receive sick leave/vacation from another County employee under the following conditions:

- A. The employee is employed by Cowlitz County. Probationary employees are eligible to receive donated sick leave/vacation from another employee.
- B. The employee has exhausted all of his/her accrued sick leave and vacation.
- C. The employee is not receiving or eligible to receive Workers Compensation or other disability income.
- D. The employee, the employee's child, the employee's spouse, or the employee's parent is suffering from an illness, injury, impairment, or mental or physical condition and such condition has caused or is likely to cause the employee to go on leave without pay or to leave County employment.
- E. The appointing authority has received satisfactory evidence from a qualified medical authority that the physical or mental condition exists.

Status of recipient of donated sick leave/vacation

The status of a recipient of donated sick leave or vacation shall be the same as if he/she were using his/her own sick leave/vacation.

Eligible Donor

An employee may donate sick leave/vacation to an eligible recipient under the following conditions: A donor employee with at least 6 months of consecutive Cowlitz County employment may donate any amount of accrued and unused vacation leave; provided any deferred vacation leave cannot be donated.

A donor employee may donate a minimum of 8 accrued and unused sick leave hours up to a maximum of any amount of hours provided the donation does not exceed fifty percent of the donor's accrued and unused balance.

A donor employee may not donate sick leave or vacation hours that the donor would not be able to take due to a separation from County employment.

- 8.13 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 on January 1, 2019 is 0.4% (four tenths of a percent) 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% (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.

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.

ARTICLE 9 - ABSENCE WITHOUT PAY – FOR REASONS OTHER THAN DISABILITY OF THE EMPLOYEE.

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

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

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.

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

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

The provisions of this article shall apply to involuntary absences without pay.

If an employee is on workers' compensation, the employee shall continue to accrue sick leave, vacation leave, holiday pay and seniority without a reduction or proration of accruals under the CBA.

ARTICLE 10 - UNIFORMS AND EQUIPMENT

- 10.1 For any newly hired commissioned deputy, the County shall furnish complete uniforms and equipment as listed on Appendix B, of this agreement. During such employee's first year of employment, he shall be entitled to receive a prorated portion of the annual \$675 clothing allowance for the remainder of that calendar year.
- 10.2 In the event a probationary employee is not retained beyond the probationary period, all uniforms and equipment shall be returned to the Sheriff.
- 10.3 The unscheduled change of duty assignment of a deputy that may occur after January 1st, in which the deputy's uniform allowance has already been distributed as follows. The change in duty assignment is limited to those individuals moving between a uniformed and plain-clothes assignment, and vice versa. If the deputy's duty assignment changes between January 1st and November 1st, without prior notice, the deputy will be compensated up to \$300 in reimbursable clothing and equipment expenses. Deputies on a scheduled rotation are considered to have prior notice.

An unscheduled change in duty assignment means:

- A. Notice of the assignment change was not known prior to January 1st, and the assignment change was made before November 1st of that same year.
- B. The duration of the duty assignment is stated to be more than 90 days.

Deputies moving from an exempt position, not subject to a clothing allowance, to a non exempt position will receive a reimbursable clothing allowance at a pro-rated monthly amount based upon the contracts monetary terms. This pro-rated amount will be calculated beginning with the first month after the transfer through December.

In no event shall a deputy receive an additional clothing & equipment allowance more than once in a calendar year.

No additional clothing & equipment allowance shall be granted if the deputy initiates the request for an unscheduled assignment change.

- 10.4 On or about January 10, employees of this agreement shall receive a uniform and equipment allowance check of six hundred seventy-five dollars (\$675). The purpose of this allowance is to purchase replacement items and maintain such items. The Sheriff shall create and maintain a list of required uniforms and equipment. It will be each member's responsibility to be appropriately dressed in neat and well maintained attire as prescribed by the sheriff. This section does not apply to employees on their 1st year of employment (see section 10.1).

- 10.5 Uniform and equipment items listed in Appendix B, damaged in the line of duty outside of reasonable wear and tear, will be replaced by the County at no expense to the employee. For members assigned to detectives this shall also include their plain clothes attire.
- 10.6 Employees agree to maintain all clothing, uniforms and equipment in good condition and not subject such items to abuse.
- 10.7 Up to Threat Level IIIA ballistic vest and one (1) external carrier and one (1) internal cover shall be issued and replaced on an "as needed" basis when approved by the Sheriff if less than every five years. Cowlitz County will pay up to a cost of one thousand, four hundred dollars (\$1,400.00) per ballistic vest, carrier and cover Deputies will provide proof of purchase of vest panels and will have the option to purchase additional ballistic armor, vest covers, or carriers if the total amount does not exceed one thousand, four hundred dollars (\$1,400). Any ballistic vest related purchases in excess of one thousand four hundred dollars (\$1,400.00) shall be at the employee's personal expense.
- 10.8 In the event of a dispute concerned with methods, problems, place of purchase, or items of purchase, a committee composed of two members appointed by the Guild and two members appointed by the Employer shall meet and confer and make appropriate recommendations to the Sheriff.
- 10.9 At time of separation from the Sheriff's Office the employee shall return to the Sheriff, all identifying uniforms and equipment except footwear purchased in the last 18 months prior to separation, pursuant to the terms of this article.

ARTICLE 11 - EQUIPMENT

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

ARTICLE 12 - DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged except for just cause. The Sheriff or his designee shall notify the employee and the Guild of his intent to discipline an employee. Provided that employees during their initial probationary period shall not be covered by this article.

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. Any grievable action or potentially grievable action shall be preceded by a good faith effort on the part of the Guild and the Sheriff to establish the basic facts of the event, and the Parties shall meet within fourteen (14) calendar days after knowledge of the event giving rise to the grievable action to attempt a settlement prior to the formal filing of a grievance.

13.2 If the Parties are unable to resolve the matter informally per Article 13.1, then the dispute must be stated in writing and shall include the following information:

1. Statement of grievance and relevant facts.
2. Specific provisions of this contract alleged to have been violated.
3. Remedy sought.

STEP 1 The dispute in the above form then shall be taken up between the Sheriff or the designated representative of the Sheriff, the employee and the Guild representative within seven (7) calendar days after the close of the informal dispute resolution process called for in Article 13.1. The parties then have seven days, from the date the written grievance was received by the Administration, in which to attempt settlement of the dispute. If no agreement is reached the employee and Guild representative may proceed to step 2. The employee and Guild representative have seven (7) calendar days, from the date of the step 1 impasse, to present written notice to the Cowlitz County Commissioners and the Director of Human Resources of their intent to proceed to step 2.

STEP 2 If the grievance is not resolved at Step 1, and unless the County and the Guild agree otherwise, within 14 days of the notice of the intent to proceed, the Guild shall schedule a meeting with the Board of County Commissioners; the meeting to be held within 28 days of the notice of the intent to proceed. The Board shall respond in writing within fourteen (14) calendar days from the date of the meeting. The guild has seven calendar days, from the date of the step 2 written response, to present written notice to the Cowlitz County Civil Service Commission or FMCS for arbitration.

STEP 3 A. Non-Disciplinary Grievances: The employee and Guild representative will submit the dispute to either the Cowlitz County Civil Service Commission or an arbitrator selected from FMCS at the preference of the employee.

B. Disciplinary Grievances: The parties will comply with RCW 41.58.070 when processing disciplinary grievances. Disciplinary grievances are defined as a dispute or disagreement regarding any disciplinary action, discharge, or termination decision arising under this collective bargaining agreement.

Any or all time lines may be waived by mutual consent of the parties.

13.3 The Civil Service Commission or arbitrator in rendering its decision shall have no authority to render any decision that will add to, subtract from, or alter, change or modify the express terms of this agreement. The power of the Commission or arbitrator shall be limited to interpretation or application of the express terms of this agreement, and all other matters, including negotiating, shall be excluded. The decision of the Commission or arbitrator shall be made in writing within thirty (30) calendar days after the conclusion of testimony and

arguments. The decision of the Commission or arbitrator shall be final and binding on both parties. Each party shall bear the cost of presenting its own case. Any and all time limits specified above may be waived by mutual consent of the parties involved. Grievances not processed within the time limits set forth above shall be deemed waived and null and void.

- 13.4 At the time the grievant submits the matter to the Civil Service Commission or arbitrator he shall have elected his remedy and waives his right to seek resolution by other legal remedies.

ARTICLE 14 - HEALTH AND WELFARE

- 14.1 Effective January 1, 2020 the County's contribution shall be up to a maximum of one thousand eight hundred fifteen dollars and twenty-eight cents (\$1,815.28). Any amount in excess of the sum computed under this section shall be paid by the employee through payroll deduction.

Effective January 1, 2021 the County shall continue to pay up to the sum of the amount computed for the year 2020 plus ninety-five percent (95%) of any premium increase that has been or will be made effective for coverage in 2021 under the "Plan Q" historically offered by the County toward the cost of the monthly premium for eligible employees for medical, dental and life insurance. Any amount in excess of the sum computed under this section shall be paid by the employee through payroll deduction. This calculation will continue to be in effect for the subsequent years of this agreement.

- 14.2 Insurance coverage for new employees hired on or after January 9, 2015, shall be made effective on the first day of the calendar month following their first day of employment under this collective bargaining agreement.
- 14.3 Employee/Insurer Disputes. The Guild and/or the employee will indemnify and hold the County harmless from any and all claims made against, any and all suits instituted, against any insurance carrier regarding any disagreement with said carrier relating to claims and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Guild and/or the employee.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.1 Upon the death of an "immediate family" member, employees will be allowed up to three (3) days 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 the appropriate leave.

ARTICLE 16 - RETIREMENT

- 16.1 The present retirement plan for all employees shall be in effect for the duration of this

agreement.

ARTICLE 17 - SALARIES

17.1 All employees shall be paid in accordance with the salary schedule on 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.

17.2 Entry and Lateral Employees.

New deputies, who are not lateral entry deputies, shall start at step one, on the deputy pay scale, and shall advance to the next higher step on the first day of the month closest to their anniversary date.

Lateral Entry Deputies: Qualified lateral entry applicants may be hired providing; (1) their office seniority starts with their first day of employment; (2) lateral entry deputies shall receive credit for placement in the pay scale on a year to year basis for each year of consecutive full time service as a law enforcement officer.

Lateral Entry Employees shall advance to the next higher step on the first day of the month closest to their anniversary date. For lateral entry employees advancement to longevity pay of 2%, 3%, and 4% are discretionary steps with the Sheriff's approval based on the number of years of fulltime law enforcement employment (excludes reserve and volunteer time) verified by the Sheriff. All employees hired prior to January 1st, 2017 shall not see a reduction in pay based on this article.

17.3 Out-of-Class Pay. In the event any employee is temporarily assigned to a sergeant's position, they shall be compensated for the sergeant's rate of pay.

17.4 Additional Specialty Assignment Incentive Premiums

Employees assigned to one (1) or more of the special duty assignments listed below in category A shall receive premium pay of two (2%) percent. Category A assignments are full-time assignments and incentive pay will be paid as a percentage of base pay full-time.

Employees assigned to the special duty assignments in Category B, shall receive 6% additional premium pay for time spent while performing the duty.

- | | | |
|----|---|--|
| A. | K-9 Officer | (Full-time pay incentive while assigned) |
| | Detective | (Full-time pay incentive while assigned) |
| B. | FTO (certified, non-certified and/or Coordinator) | (While performing) |
| | Instructors | (While performing) |
| | SWAT Assignments | (While performing) |

The number of employees on each specialty team is in the Sheriff's or designee's discretion

and may be changed by the Sheriff or designee at any time.

17.5 Educational Incentives - Effective January 1, 2020

AA or AS Degree - 1.75% of the applicable base monthly salary in Appendix A

BA or BS Degree – 3.5% of the applicable base monthly salary in Appendix A

These premiums may not be added together or pyramided. The AA, AS, BA or BS degree must be from an accredited educational institution recognized by the U.S. Department of Education. Eligible employees must submit degree verification before becoming eligible to receive the premium. Degree verification is accomplished by the employee causing delivery of a sealed, official school transcript to the Sheriff or his designee.

ARTICLE 18 - BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to the protections of what shall hereinafter be termed the "Deputy Sheriff's Bill of Rights", which shall be part of the current agreement between the Cowlitz County Sheriff's Office and the Cowlitz County Deputies Guild

The wide ranging powers and duties given to the office and its members involve them in all manner of contacts and relationships with the public. And from these contacts questions may arise concerning the actions, or inactions, of members of the Sheriffs Office. The questions often require immediate investigation by superior officers designated by the Sheriff. In an effort to insure that these investigations are conducted in a manner that is conducive to good order and discipline, the following principles are promulgated:

- A. Every regular employee who becomes the subject of an Administrative Internal Investigation shall be advised in writing of:
 - 1. The general nature of the complaint against them.
 - 2. The Sheriff's designee who will be conducting the investigation.
 - 3. That the results of the investigation may lead to disciplinary action, up to and including termination.
- B. The employee shall also be advised whether they are a witness or a suspect before any interrogation commences, including the names of the complainants, and any other necessary information to reasonably apprise them of the allegations of such complaint.
- C. Any interrogation of an employee shall be at a reasonable hour preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. When practicable, the interrogation shall be scheduled for the daytime.

- D. The interrogation (which shall not violate the employee's constitutional rights) shall take place at the Sheriff's office, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing or with anyone else whom he/she wishes to confer before being interrogated. An attorney of his/her own choosing and/or a representative of the Cowlitz Deputies' Guild may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.
- E. The questioning shall not be overly long and the employee shall be entitled to such intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- F. The employee shall not be subjected to any offensive language, nor shall they be threatened with dismissal, transfer, or other disciplinary action as a guise to attempt to obtain his/her resignation; nor shall they be intimidated in any other manner. No promises or rewards shall be made or offered as an inducement to answer questions.
- G. No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions which he/she might otherwise invoke the protections of any constitutional right against self incrimination; nor to answer questions for which he/she might otherwise invoke the protection of any constitutional right against self incrimination. The employee shall be accorded the same protection as any other citizen.
- H. Any employee can waive, in writing, Guild representation.

ARTICLE 19 – PAYROLL DATES

The Guild recognizes that the County has the authority to make one change of payroll dates during the term of this agreement so long as the change is made to standardize payroll dates for all employees.

ARTICLE 20 - DURATION OF AGREEMENT

This agreement shall be in full force and effect from January 1, 2023, to and including December 31, 2025.

SIGNED this 27 day of December, 2022.

DEPUTY SHERIFFS GUILD

BOARD OF COUNTY COMMISSIONERS,
COWLITZ COUNTY, WASHINGTON



Brady Spaulding, President

Absent - excused

Dennis P. Weber, Chairman



Riley McNeal, Vice President

Arne Mortensen

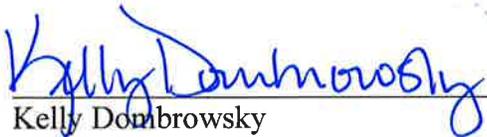
Arne Mortensen, Commissioner



Richard Dahl, Commissioner

ATTEST:

COWLITZ COUNTY SHERIFF



Kelly Dombrowsky
Clerk of the Board

Bradley W. Thurman

Bradley W. Thurman, Sheriff

APPENDIX A

**SALARY SCHEDULE
DEPUTY SHERIFFS GUILD**

Effective January 1, 2020 and thereafter, the Sheriff Sergeant’s pay scale shall be established at fifteen percent (15%) above base pay of the top step Sheriff Deputy.

Signing Bonus: All employees covered under this agreement at the time of ratification shall receive a one-time signing bonus of one thousand (\$1,000) dollars paid no later than on the second payroll check in February 2023.

Effective 1/1/2023

“The steps outlined in Appendix A are defined as following in terms of years completed as a deputy.”

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0 years	1 year	2 years	3 years	4 years	5 years

Sheriff Deputies/Sergeants: To be conformed to 6 steps, maintaining a minimum of 3.5% difference between each step. Conversion starts with current step 9 becoming new top step 6 for Deputies and then applying the 3.5% step differential down to step 1. (Table then to be conformed to reflect the agreement of the parties on wage increases). Sergeant pay will be reflected as a separate step 1. Employees on current steps 1 through 6 will automatically be placed on the same step on the new scale. In no case shall an employee be placed at a step representing a decrease in their current pay. Employees currently on steps 7, 8 and 9 will automatically be moved to step 6 of the new scale.

Effective January 1, 2023, all classifications listed in Appendix A will be increased 7%. The breakdown of this increase is as follows: 5% General wage increase and 2% increase for salary reclassification.

Deputies:

<u>Step 1</u> 82.5%	<u>Step 2</u> 86.0%	<u>Step 3</u> 89.5%	<u>Step 4</u> 93.0%	<u>Step 5</u> 96.5%	<u>Step 6</u> 100.0%
6284	6551	6818	7084	7351	7617

Sergeants:

<u>Step 1</u>
8760

Effective 1/1/2024

Effective January 1, 2024, all classifications listed in Appendix A will be increased 5%

Deputies:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
82.5%	86.0%	89.5%	93.0%	96.5%	100.0%
6599	6878	7158	7438	7718	7998

Sergeants:

<u>Step 1</u>
9198

Effective 1/1/2025

Effective January 1, 2025, all classifications listed in Appendix A will be increased 4%

Deputies:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
82.5%	86.0%	89.5%	93.0%	96.5%	100.0%
6862	7154	7445	7736	8027	8318

Sergeants:

<u>Step 1</u>
9566

LONGEVITY PAY

Bargaining unit members who have completed 120 months employment in the Cowlitz County Sheriff’s Office 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 employment in the Cowlitz County Sheriff’s Office 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 employment in the Cowlitz County Sheriff’s Office 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.

All of a bargaining unit member's service time within the Cowlitz County Sheriff’s Office 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 full-time positions within the Sheriff’s Office will be counted for this purpose. In addition, if a bargaining unit member has had a break in service with the Cowlitz County Sheriff’s Office, time spent in the Sheriff’s Office 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 Sheriff’s Deputy or Sergeant).

**APPENDIX B
UNIFORM AND EQUIPMENT LIST
INITIAL LIST**

3 pair of approved uniform pants (wash and wear) includes 1 class A pants
2 or 3 approved long sleeve shirts (wash and wear) includes 1 class A shirt - See options below.
2 or 3 approved short sleeve shirts (wash and wear) – See options below.
1 DI hat and rain cover
1 or 2 agency approved Jumpsuit See options below.
1 OC spray holder
1 key holder
1 uniform holster
1 concealment or pack holster
1 baton ring or impact weapon carrier (basketweave)*
1 bullet proof vest – with two covers – one (1) external cover and one (1) internal cover
1 shirt badge
1 flat badge
1 I.D. case
4 belt Keepers
1 folding knife and case
1 clipboard
1 raincoat or jacket with shoulder patches - lined or unlined
2 single or 1 double handcuff case*
2 magazines and magazine case*
1 tie tack
1 approved uniform coat with shoulder patches – Weather resistant
2 or 3 approved uniform ties – See options below.
1 black watch cap with Sheriff on it
2 approved ball caps/weather resistant, wool, or cotton with Sheriff on it.
4 cloth badges
1 hat badge
2 metal name plates
1 pair black shoes or boots
1 dress belt
1 flashlight ring or holder*
1 baton or approved impact weapon*
2 pair handcuffs
1 gun belt
1 pair black uniform gloves
1 radio holster nylon or basket weave
1 “stinger” style flashlight (small rechargeable) with holder*
1 patrol bag
1 duty handgun stipend***

*Deputies may choose nylon or basket weave where basket weave is designated but may not mix basket weave and nylon items.

** At no cost to the deputy, newly assigned K-9 handlers will receive (3) three approved jumpsuits

which shall include shoulder patches, cloth name tag, and cloth badge patch sewn on with no cost to deputy.

***Each new hire will receive \$700 to purchase a duty handgun one time only from an approved list after they complete their initial probationary period. Rehires or new hires who have previously received this allowance from Cowlitz County are not eligible.

Employees will pick one of the following two options:

Option 1 – All shirts and jumpsuit include shoulder patches and if requested, cloth badge, and cloth name tapes

3 approved long sleeve shirts includes 1 class A shirt
3 approved short sleeve shirts
2 ties
1 approved Jumpsuit
2 Pre-academy Charcoal grey polo
 1 short sleeve
 1 long sleeve
1 set of shirt stays

Option 2 – All shirts and jumpsuit include shoulder patches and if requested, cloth badge, and cloth name tapes

2 approved long sleeve shirts includes 1 class A shirt
2 approved short sleeve shirts
2 ties
2 approved Jumpsuit
2 Pre-academy Charcoal grey polo
 1 short sleeve
 1 long sleeve
1 set of shirt stays

APPENDIX C

FAMILY LEAVE

Family Leave - An employee is entitled to twelve (12) work weeks 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 Elected Official 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.

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 first 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.
- F. 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.
- G. 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 Human Resources.

- H. 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.
- I. If an employee has accrued sick leave they must use that sick leave concurrent with FMLA leave.
- J. 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.
- K. 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.
- L. If an employee accepts other employment or becomes self employed during the leave the leave will be canceled.
- M. 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.

APPENDIX D

K-9 MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by the following parties: (a) Cowlitz County, (b) Sheriff Bradley W. Thurman, and (c) a deputy sheriff in the Cowlitz County Sheriff's Office. The deputy has volunteered to serve as a dog handler as part of his duties as deputy sheriff. The dog is housed at the deputy's home, and the deputy is required to perform additional responsibilities for the normal and customary caring for the dog, and program documentation. The purpose of this agreement is to specify the compensation the deputy will receive for performing those additional responsibilities.

THE PARTIES AGREE THAT:

1. As additional compensation for the normal and customary care of the K-9, at the discretion of the K-9 handler will receive ten hours compensatory time or ten hours overtime pay per month. These ten hours will be calculated at the overtime rate. If the K-9 handler's actual time spent on the normal and customary care of the K-9 exceeds the ten hours per month, the K-9 handler shall inform the Sheriff (or Sheriff's designee) in writing, specifying the reasons, within seven calendar days of occurrence. Such compensatory time off shall be in addition to the compensation to which the deputy is entitled under the applicable collective bargaining agreement. It is understood that the ten hours of compensation or ten hours of overtime pay is an acceptable standard for our comparable counties that work a 2080 hour annual schedule.
2. The deputy agrees to limit the accrual of all compensatory time, at any one time, to a maximum of seventy-two (72) hours. Prior administrative approval may extend the accrual limit.
3. The deputy shall submit an approved monthly K-9 activity report. This K-9 report shall document all related community service, training, in-service activity, with dispositions, performed by the dog during the month. Specific areas of concern or progress about the dog are to be included in the activity report. The purpose of the activity report is to document K-9 calls for service, the effectiveness of the team, and the merits of the program in general.
4. By the 15th of each month following the reporting period the compensatory time or overtime pay shall be entered into the payroll system and K-9 activity reports are to be submitted via the chain of command to the Chief Criminal Deputy
5. Such compensatory time off or overtime pay shall be full compensation for K-9 documentation and all normal and customary functions of dog care, which include, but are not limited to nutrition, exercise, health, grooming, transporting for medical care, etc.
6. The dog is the property of the Cowlitz County Sheriff's Office. The Sheriff's Office will pay for food and medical expenses the dog incurs. Medical expenses, which could be considered extraordinary, require administrative approval.

7. The deputy agrees to follow all Sheriff's Office policies on K-9 related activities.

8. Additionally, the parties recognize that allowing the dog to be housed at the deputy's home confers valuable benefits on the deputy, in that while the dog is "off duty" it is able to be a family pet, and the dog offers some measure of protection for the home. While such benefits cannot be quantified, the parties recognize that they are actual benefits the deputy will receive. Such benefits are further consideration for the deputy's additional responsibilities in caring for the dog.

**Memorandum of Understanding
between
Cowlitz County and Cowlitz County Sheriff's Deputies and Sergeants Guild**

This agreement is between Cowlitz County and Cowlitz County Sheriff's Deputies and Sergeants Guild 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 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.

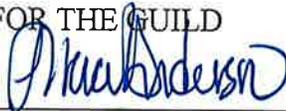
The County will offer a new voluntary long term care benefit option effective July 1, 2021. For anyone who applies and is approved through the vendor, the County will take the benefit deductions through payroll. The County reserves the right to start, stop, or change the vendor or the payroll deduction 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

FOR THE GUILD

Date



11.22.22

Date



12-29-2022

Date

Date