

COLLECTIVE BARGAINING AGREEMENT

By and Between

COWLITZ COUNTY

and

COWLITZ COUNTY SHERIFF SPECIALISTS GUILD

2024 - 2026

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PREAMBLE

This Agreement is entered into by and between the Cowlitz County Board of Commissioners and the Sheriff of Cowlitz County (hereafter referred to as “County” or “Employer”) and the Cowlitz County Sheriff Specialists Guild (hereafter referred to as “Guild”).

ARTICLE 1 **PURPOSE**

1.1 Purpose. The purpose of this Agreement is to establish hours of work, pay rates, benefits, working conditions and other terms and conditions of employment under which employees covered by this Agreement will be employed during its term.

1.2 Guild Recognition and Representation. Employer recognizes the Guild as the sole collective bargaining representative of all regularly scheduled full-time employees in the following classifications; Support Specialists and Administrative Secretary, excluding supervisors, confidential employees, trainees, temporary employees and all other employees. A full-time employee is one who is scheduled to work forty (40) hours per week.

1.2.1 Articles that are not specific to Records Division also apply to the Administrative Secretary.

ARTICLE 2 **GUILD DUES**

2.1 Payment of Dues and Service Fees.

2.1.1 Upon written authorization by an employee, Employer agrees to deduct from the wages of each employee who is a voluntary member of the Guild the sum certified by the Guild as the initiation fee and/or dues each month and forward the sum to the Guild’s designated account.

2.2.2 The written authorization shall provide that the amount of dues deducted by the Office shall be increased upon written notification from the Guild that the amount of dues has increased. Such deductions are to be transferred to the Guild’s designated account each month.

2.2.3 If any employee does not have a check coming or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month.

2.2.4 All requests to cancel dues deductions shall be in writing to Employer and the employee shall simultaneously notify the Guild.

2.2 Indemnification of Employer. 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 other forms of liability, monetary or otherwise (for example, claims for reinstatement or reemployment), including any attorneys’ fees and costs, arising from the application and enforcement of this Article 2.

ARTICLE 3 NONDISCRIMINATION

3.1 Discrimination. Both parties agree that there shall be no discrimination against any employee of the bargaining unit because of race, religion, creed, color, national origin, marital status, sex, age, political affiliation, union membership, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, or any other status protected by law.

3.2 Harassment. Employer will provide a working environment free from all forms of unlawful harassment.

3.3 Claims of Discrimination and Harassment. An employee who believes he/she is subjected to any violation of Sections 3.1 or 3.2 is strongly encouraged to promptly report the matter to the Sheriff or Employer’s Director of Personnel so that Employer can discharge its legal obligation to timely conduct an appropriate investigation.

3.4 Terminology. The words “he” or “she” are used in this Agreement for explanatory purposes only and do not refer to the actual gender (sex) of any person.

ARTICLE 4 GRIEVANCE PROCEDURES

4.1 Grievance Defined. For purposes of this Agreement, a “grievance” is defined as a complaint or dispute between an employee or the Guild and Employer concerning the interpretation, application or enforcement of specific provisions of this Agreement.

4.2 Procedures and Time Limits. Except as otherwise provided in this Agreement, all grievances arising during its term will be submitted according to the following procedures and time limits:

Grievance Steps – Grievance shall be processed in the following manner and within the stated time limits unless by mutual consent of the Sheriff or designee and the Guild any or all time limits as specified in the grievance procedures are waived. Any grievance shall be stated in writing and signed by the employee(s) and/or a Guild representative. The written statement shall contain the following information:

- A. A general statement explaining conditions and actions, which require remedy.
- B. The remedial actions requested and the employee or class of employees eligible to receive the remedy.
- C. The Article(s) and Section(s) alleged to be improperly administered or violated.

Step 1: An employee or the Guild will meet with the Sheriff or designee and attempt to informally resolve the grievance within fourteen (14) calendar days from the date on which the employee or the Guild knew or reasonably should have known of the occurrence giving rise to the grievance. The Sheriff or designee will respond in writing within fourteen (14) calendar days.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the employee or the Guild may appeal the grievance. The appeal must be in writing and must clearly state the facts, the identity of the allegedly aggrieved employee(s), the specific provisions of the Agreement alleged to have been violated and the requested remedy, and provided to the Sheriff and/or designee and the Director of Human Resources within fourteen (14) calendar days from the receipt of the Step 1 answer. The Sheriff or designee will deliver a written answer to a Guild representative within fourteen (14) calendar days after the appeal is received. The answer will be final and binding on Employer, the Guild and all employees subject to this Agreement unless the Guild exercises its rights at Step 3.

Step 3: If the grievance is not settled in Step 2 above to the Guild's satisfaction, it shall be forwarded by the Guild within fourteen (14) calendar days from the date the Sheriff or designee's response is received, to the County Commissioners with a copy to the Human Resources Director. After receipt of the grievance, the County Commissioners shall waive Step 3 at their discretion or render a written decision within twenty-one (21) calendar days. The County Commissioners shall have the option to meet with all the parties and/or Guild. The grievant shall be allowed to have a Guild representative present at the meeting.

Step 4: If the grievance is not satisfactorily resolved by the Step 3 answer, the Guild may refer any grievance arising during the term of this Agreement to either the Cowlitz County Civil Service Commission or an arbitrator by submitting its written request to the Director of Human Resources within fourteen (14) calendar days after its receipt of the Step 3 answer (or the date the Step 3 answer was due in the event Employer failed to timely respond).

4.3 Civil Service. The decision of the Commission shall be made in writing within thirty (30) calendar days after the conclusion of testimony and arguments.

4.4 Arbitration. Within fourteen (14) calendar days of Employer's receipt of the request for arbitration, Employer and Guild 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 fourteen (14) calendar days of the date of the Guild request to refer the grievance to arbitration, the Guild will mail a request for a panel of nine (9) members with their principal place of residence in Washington or Oregon from the Federal Mediation & Conciliation Service or to the Public Employment Relations Commission (PERC). Within fourteen (14) 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.

4.5 Decision. The decision of the arbitrator or Civil Service Commission shall be final and binding on the parties, and on all employees subject to this Agreement, but the arbitrator or Civil Service Commission 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.

4.6 Cost. Each party will pay one-half (1/2) of any fee to obtain the arbitration panel or fee from the Civil Service Commission, but will bear its own costs and expenses in any such arbitration or Civil Service Commission proceeding. 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.

4.7 Exclusive Remedy. It is specifically understood and agreed that the grievance procedure established in this Article 4 is the exclusive procedure for use by all bargaining unit employees and the Guild 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.

4.8 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 Guild 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 Guild.

4.9 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 Guild shall have the right to appeal any proposed grievance settlement at Step 1 which it believes should be resolved on a precedential basis by timely appealing to Step 2. Except as otherwise agreed by Employer and Guild, settlement of any grievance at Step 2 will be final, binding and precedential.

ARTICLE 5 DISCIPLINE AND DISCHARGE

5.1 Probationary Employees. Probationary employees may be disciplined or discharged at any time in the County's sole discretion without recourse to the grievance procedure. New bargaining unit employees shall be placed on a probationary period of twelve (12) months and will automatically be extended by the number of scheduled workdays in excess of twenty (20) (or one-hundred-sixty (160) hours, whichever is less) the employee is unable to work, regardless of the reason or cause. The Employer may extend this initial probationary period, in writing, for up to an additional six (6) months at the Employer's discretion.

5.2 Just Cause for Discipline. No regular (i.e., nonprobationary) employee will be disciplined or discharged except for just cause. Conduct or behavior which provides just cause for discharge for a first offense are: any form of dishonesty (including theft or possession, without proper prior permission, of Employer property or the property of others) in any way connected with

employment; severe incidents of unlawful discrimination or harassment; possession, use or being under the influence of any intoxicating liquor while on duty; possessing, using, transferring, offering, sharing, attempting to sell or obtain, or being under the influence of any illegal drug or controlled substance while on duty; fighting or conduct which is likely to provoke or cause bodily injury or property damage; proven recklessness resulting (or which could have resulted) in physical harm to any person or damage to equipment or property; possessing firearms of any type while on duty; refusing to perform job assignments or to comply with supervisory requests or instructions except when there is a reasonable belief that serious injury might result; using abusive or threatening language or behavior in any job-related circumstance; immoral, indecent or criminal conduct while on duty or in other circumstances which might adversely reflect upon Employer; or other conduct or behavior which is similar in its seriousness and/or impact. Employer may take whatever disciplinary action it deems appropriate for any of these violations including, but not limited to, discharge; and the only issue reviewable through the grievance procedure will be whether the employee committed the violation.

5.3 Discharge or Suspension Procedures. Regular employees will not be subject to suspension or discharge without being offered an opportunity to respond to the charges or reasons such action is under consideration.

5.4 Disciplinary Investigations. Prior to interviewing an employee suspected of conduct or behavior which may lead to disciplinary sanctions, Employer will advise the employee that that interview could result in discipline. The employee will have the right, if such employee so requests at that time, to have one Guild representative present. The representative, if an on-duty employee, must inform the supervisor of the need to cease work and shall suffer no loss of straight-time wages for the actual duration of such meeting plus a maximum of fifteen (15) contiguous minutes. The Guild representative shall be present only to assist the employee and shall not act in obstruction of the investigation. Nothing in this provision shall prevent a Guild representative who is off-duty from being present if it will not unduly delay the meeting.

5.5 Review of Discipline. Employees may request removal of any disciplinary document maintained in the Official Personnel file after 24 months from the issue date of the document. The decision to remove a disciplinary document from the official Personnel file rests solely with the Sheriff or their designee.

ARTICLE 6 VOLUNTARY TERMINATION PROCEDURE

6.1 Resignation. An employee desiring to voluntarily separate from employment must give fifteen (15) calendar days' written notice prior to the proposed last day of work (which shall be identified). Employer shall have the right to waive part or all of the notice without compensation or liability as to a probationary employee or a regular employee who resigns in circumstances constituting cause for termination. Regular employees otherwise providing such notice normally will be allowed to work the notice period, but Employer may provide any combination of pay and notice in lieu of accepting some or all of the notice. Except in unusual or emergency circumstances, failure to comply with this provision may render the employee ineligible for future reemployment.

6.2 Retirement. An employee desiring to retire from employment must give fifteen (15) calendar days' written notice, or such greater period as is possible under the circumstances, prior to the proposed last day of work (which shall be identified). Employer shall have the right to waive part or all of the notice without compensation or liability as to a probationary employee or a regular employee who resigns in circumstances constituting cause for termination. Regular employees otherwise providing such notice normally will be allowed to work the notice period, but Employer may provide any combination of pay and notice in lieu of accepting some or all of the notice. Except in unusual or emergency circumstances, failure to comply with this provision may render the employee ineligible for future reemployment.

6.3 Position Abandonment. An employee who is absent from work for three (3) consecutive scheduled workdays without advance notice to the Sheriff or their designee, or has three (3) separate no-call, no-show absences in any twelve (12) month period, will be considered to have abandoned the position, regardless of the employee's motivation or intent, unless the failure(s) to notify was clearly beyond the employee's control. A notice of presumption of abandonment will be mailed to the last address given Employer by the employee.

ARTICLE 7 GUILD ACCESS AND COMMUNICATIONS

7.1 Guild Representatives. The Guild will notify Employer in writing of the names of its representative(s) and officers assigned to the bargaining unit, and thereafter will notify Employer in writing of any changes within ten (10) calendar days. Employer shall not in any way be held responsible for using any Guild representative designated by the Guild under this section in any interviews held under Section 5.4.

7.2 Guild Access. The Guild representative(s) designated in Section 7.1 will be allowed reasonable access to the worksite during regular working hours for the purpose of adjusting disputes, investigating working conditions, and monitoring compliance with this Agreement, provided, however, that the representative(s) must have advance permission (which shall not be unreasonably refused) from the Sheriff or their designee, must observe all of Employer's security rules, and there must be no interruption of work or of employees who are or should be working.

7.3 Negotiations and Grievance Processing. Except as mutually agreed otherwise, all collective bargaining negotiations and grievance processing, including any arbitration hearings, will be held during Employer's normal business hours. Employer recognizes Guild's right to bring such employees as it deems appropriate for the purpose of meeting with Employer to negotiate a successor agreement. Employer shall not be required to allow one or more employees time off from scheduled work if it would present operational or service problems and/or would require Employer to mandate another employee to serve as a replacement. Employer agrees to compensate up to four (4) employees at a straight-time rate of pay for negotiations which occur during the employee's normal scheduled working hours.

The guild is to notify the Sheriff or their designee fourteen (14) calendar days prior to negotiations for the need of coverage for an employee requiring time off from scheduled work. If the

notification is not requested fourteen (14) calendar days prior, it will be the responsibility of the employees to find a replacement to cover the scheduled shift.

7.4 Guild Business During Working Hours. Except as specifically authorized by Sections 7.2 and 7.3, employees may not engage in any Guild activities or business during their working hours (which shall not include breaks and meal periods).

7.5 Guild Bulletin Board. Employer will provide two (2) bulletin board or wall space for the Guild to use in communicating with members of the bargaining unit. The Guild shall be responsible for all notices posted on its bulletin boards or wall spaces, and will keep the wall space or bulletin board orderly. The Guild understands that material which Employer deems profane, obscene, defamatory, or in violation of Employer's policy against unlawful discrimination or harassment, may be removed by Employer without notice, but Employer agrees to discuss the issue with any on-shift Guild officer or steward prior to doing so.

7.6 Arbitration and PERC Hearings. For Arbitration hearings one Guild Representative and up to one Grievant may have their schedule adjusted (as determined by the Sheriff or designee) if the Arbitration is scheduled on the employee(s) regular workday. If the Arbitration is scheduled on the employee(s) regular day off there will be no adjustment of their schedule. For PERC hearings one Guild Representative may have their schedule adjusted (as determined by the Sheriff or designee) if the PERC hearing is scheduled on the employee(s) regular workday. If the PERC hearing is scheduled on the employee(s) regular day off there will be no adjustment of their schedule. The schedule adjustment shall include adjustments to other regularly scheduled employees who share similar days off. A dayshift employee may be required to temporarily adjust their work week schedule to nights or days to provide adequate coverage on both shifts.

The guild is to notify the Sheriff or their designee fourteen (14) calendar days prior to arbitration or hearing for the need of coverage for an employee requiring time off from scheduled work. If the notification is not requested fourteen (14) calendar days prior, it will be the responsibility of the employee to find a replacement to cover the scheduled shift.

ARTICLE 8 MANAGEMENT RIGHTS

8.1 Management Rights. The Guild recognizes that the County has the responsibility and authority to advance to the fullest extent possible the economy of operation of the Office and to protect the primary interests of the citizens the Office exists to serve. Thus, except as clearly and expressly limited by specific provisions of this Agreement, the rights of Employer in all respects to manage its operations, affairs and work force shall be totally unimpaired.

8.2 Scope of Rights. Subject to Section 8.1, and by way of illustration rather than limitation, examples of management rights exclusively reserved to Employer are the rights:

1. To establish qualifications for employment and to hire employees from any source;

2. To determine and supervise the Office's mission, policies, and all standards, levels and priorities of service offered to the public;
3. To determine the need for any reduction or increase in the work force, whether a vacancy exists for purposes of staffing, the scope and content of each job, and/or reporting relationships within the Office;
4. To create and administer budgets and control expenditures including, but not limited to, partial or complete closures, liquidations, relocations and/or reorganizations of operations and/or facilities;
5. To schedule overtime work (subject to Article 10) in a manner most advantageous to the County and the citizens of Cowlitz County;
6. To transfer (subject to Section 8.5), assign and/or distribute work to or among other bargaining unit, non-bargaining unit and/or non-employees;
7. To establish, revise and implement standards for quality and quantity of work, public and public employee safety, and related aspects of employment and operations;
8. To manage and direct the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; fitness for duty; the right to supervise, transfer or assign employees; and the right to dispose of, purchase, and/or assign equipment or supplies;
9. To take such action as may be necessary to carry out services in extraordinary circumstances or emergencies without regard to seniority provisions of this Agreement.

8.3 Employer Policies and Rules. Employer may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, federal and state family leaves, personal appearance, performance evaluations, code of conduct, conflicts of interest, visitors, outside employment, smoking, gratuities, loans and gifts, confidentiality and confidential information, alcohol and drugs (but any form of testing shall be based upon individualized reasonable suspicion), and use of vehicles on Employer business. Employer will provide the Guild with copies of such policies and rules (or any changes) at least fourteen (14) calendar days prior to implementation, but the Guild shall be provided the opportunity to discuss and provide input prior to implementation. The Guild may request such opportunity at any time within the fourteen (14) calendar days, and the meeting shall be held within fifteen (15) calendar days of the request. Employer shall delay implementation until after the meeting unless earlier implementation is mandated by federal, state or local legislation or regulations. The Guild shall have ten (10) calendar days after implementation to file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are unreasonable or inconsistent with any specific provision of this Agreement.

8.4 Use of Excluded Employees. Nothing in this Agreement prohibits bargaining unit work from being performed by non-bargaining unit employees or (in emergency situations) unpaid volunteers, provided it does not cause the layoff of any bargaining unit employee, and such persons shall not become subject to the terms and conditions of this Agreement. It is expressly understood and agreed that this includes, but is not limited to, assigning a supervisory employee to perform bargaining unit duties for purposes of relief for breaks and meal periods.

8.5 Transfers of Work. Employer will have the exclusive right to determine if and when it is necessary or desirable to transfer (assign, reassign, contract out, subcontract, lease, etc.) work or operations which are or might otherwise have been covered by this Agreement, provided that except in extraordinary or emergency circumstances Employer will give the Guild at least thirty (30) calendar days' advance notice of the effective date of any such action. Upon request within seven (7) calendar days after the Guild's receipt of the notification, the parties will meet to negotiate any effect of the transfer on bargaining unit employees. If the parties do not reach agreement within thirty (30) calendar days of that meeting, an otherwise eligible employee whose position is eliminated or straight-time hours reduced by such actions will have the layoff and recall rights established in Section 23.3.1. The notice provisions of this section shall not apply in the event of any strike, work stoppage, sick-out, slowdown or other disruption or restriction of work and Employer shall have the exclusive right to determine if and when it is desirable to transfer work or operations of any kind and to do so for any period of time and on such terms as it deems appropriate, and no alleged violation of this right will be subject to Article 4.

ARTICLE 9 WAGES, OVERTIME AND OTHER COMPENSATION

9.1 Wage Rates. Wage rates shall be as set forth in Appendix A, and hours worked shall be paid in increments of tenths of an hour. One tenth hour equals 6 minutes.

9.2 Temporary or Permanent Wage Rate Adjustments.

9.2.1 Step Assignments and Increases. New employees normally will begin at Step 1. On the first of the month following one (1) full year from the anniversary date the employee shall advance to the next step and continue to advance to the next step each year thereafter until they have reached top step. The Sheriff or designee may place a new hire with relevant experience at such step of the progression as he/she deems appropriate.

9.2.2 Promotions. A promotion is defined as an employee's permanent reclassification or reassignment to a job classification with a higher minimum salary. A promoted employee will receive the greater of the minimum salary of the higher classification or the step closest to a five-percent (5%) increase, provided a five-percent (5%) increase is not greater than the top step of the new classification. Each year after the promotion they shall move to the next step but no higher than top step.

9.2.3 Temporary Assignments. Employees who are temporarily assigned to a job classification with a higher minimum salary will receive the greater of the minimum salary of the higher classification or a five-percent (5%) increase, provided a five-percent (5%) increase is no greater than the top step of the new classification. This provision shall only apply to hours worked, and not to

vacation, sick leave or holidays occurring during the temporary assignment. A temporary assignment to a lower job classification shall cause no change in salary.

9.2.4 Demotions. A demotion is defined as an employee's permanent reclassification or assignment to a job classification with a lower minimum salary. An employee who is demoted will move to the step in the new range closest to the salary of the job held prior to demotion.

9.3 Overtime.

9.3.1 Daily Overtime. An employee will be compensated at the rate of time and one-half the employee's regular straight-time rate of pay for authorized hours worked in excess of their regular shift in the employee's designated workday. All overtime must be authorized by the Sheriff or their designee. The workday for all employees will be the twenty-four (24) hour period beginning at the employee's scheduled start time. Daily overtime shall be paid in the same manner as time worked (see Section 9.1).

9.3.2 Weekly Overtime. An employee will be compensated at the rate of time and one-half the employee's regular straight-time rate of pay for authorized hours worked in excess of forty (40) hours in the employee's designated workweek. All overtime must be authorized by the Sheriff or their designee. The workweek for all employees will be the seven (7) day period beginning at 12:01 a.m. Sunday and ending at 12:00 a.m. (midnight) on the following Saturday.

9.3.3 Holiday Work. An employee who is scheduled or requested to work on the day any recognized holiday is observed under Section 14.2 will receive one and one-half times his/her regular hourly rate for all hours worked with the exception of those that fall under Section 14.4.

9.3.4 Compensatory Time Option. An employee may elect to accrue any hours required to be paid at an overtime rate as compensatory time off at the time and one-half rate to a maximum accrued balance of fifty (50) hours, to be scheduled (in accordance with Fair Labor Standards Act requirements) at a time mutually approved by the employee and the Sheriff or their designee, and to be used in increments of tenths of an hour, and will be calculated and reported in the same manner as Section 9.1.

At the time of the overtime when the employee selects the compensatory option the employee will be subject to the restrictions that an employee may not accrue more than a total of fifty (50) 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 fifty (50) hours of accrued compensatory time, the employee shall be paid for that overtime at the overtime rate (as provided by applicable federal and state laws), whether or not the employee had advance notice of the amount of compensatory time the employee had accrued.

9.4 Transfers. A transfer is defined as an employee's movement from one job classification to another job classification with the same minimum salary. An employee's salary will not change as the result of a transfer.

9.5 Call-In Pay. An employee who has been called in from home (or similar location) to begin work prior to his/her scheduled starting time, or to return to work after completing a full shift, will be guaranteed a minimum of three (3) hours pay at time and one-half from the time the employee reports to work; provided such call in is approved by the Sheriff or their designee. This provision does not apply when the employee elects to waive the three (3) hours pay at time and one-half or either comes in early or works over the regular shift as long as there is no break in service in excess of thirty (30) minutes. See Appendix B for Sheriff Support Employees.

Overtime for court shall be compensated at three (3) hours pay at time and one-half when the Specialist is not advised of cancellation at least 24 hours before trial/hearing provided the Specialist calls the Sheriff's Office or Prosecutors Office or the court or other good faith effort to determine if the court is still going ahead.

9.6 Lead Pay. Lead employee(s) will receive an additional 5% above current salary. The selection of Lead employees and their continued service will be at the discretion of the Sheriff or designee.

9.7 No Duplication or Pyramiding. Except for purposes of calculating an employee's hourly rate for overtime purposes (when the highest rate required by federal or state wage and hour laws shall be used), an employee who qualifies for pay under two or more provisions of this Article 9 and/or any of the other provisions of this Agreement shall be paid as required under each of those provisions. However, under no circumstances other than any required by federal or state wage and hour laws will the same hours be counted twice, directly or indirectly, for overtime purposes.

9.8 Trainer Pay. Employees who are assigned to perform training as defined by the Department for a minimum of one hour shall receive a five (5%) increase above their current base salary for all hours worked while performing training duties.

ARTICLE 10 HOURS OF WORK - GENERAL

10.1 Workday. The normal hours of work for regular full-time employees schedule will consist of ten (10)-hour or eight (8)- hour days that total forty (40)-hours in the designated workweek. Employees on a shift schedule will receive one-half (1/2) hour paid lunch and all other employees will receive one-half (1/2) hour unpaid lunch. Other arrangements may be made by mutual agreement between the employee and the Sheriff or his/her designee in writing with copies forwarded to Human Resources and the local Guild official.

10.1.1 Records Division employees with a paid lunch shall remain in the department, including any smoking areas so designated by the department, shall return to work if requested to do so, and shall not receive additional compensation for doing so.

10.1.2 One Hour Gaps. Any employee who has a gap of one hour or less between stop and start times will be paid for that time whether voluntary or mandatory and the employee will work the one hour or less. Article 9.5 Call-in pay does not apply.

10.2 Schedule Changes. The County retains the right to schedule hours of work within the employee's designated workweek including, but not limited to, starting and stopping times, days-on/days-off sequences, rotation of shifts and days off, frequency of changes, and the creation of overlapping shifts. Except in cases of emergency or situations beyond the County's control, the County will notify the employee and the Guild at least seven (7) calendar days prior to the effective date of any change, and will consider any employee or Guild suggestions or objections received prior to the announced effective date.

10.3 Overtime. Records Division overtime will be rotated after accepting a shift of three (3) or more hours. A new employee will be placed at the bottom of the list after being released from training.

The Front Office Staff overtime book will have a page for each Front Office Staff employee. Except in emergencies (when an employee is required to accept overtime assignments), assignments of overtime shall be rotated among qualified employees according to their rotation in the overtime book. Pages are in the order of who has taken voluntary overtime and rotated to the back of the book after accepting a shift. A new employee's page will be placed in the back of the overtime book.

RECORDS DIVISION

10.4 Trades. Employees in Records are not limited in number of shift trades upon approval of the Sheriff or their designee. Voluntary and mandated overtime hours can be traded between employees with mutual consent, but must be approved by the Sheriff or their designee. Scheduled vacation blocks can be traded, or added if all weeks were not chosen at the time of vacation selection for open weeks with the approval of the Sheriff or designee. Trades or additional weeks must be submitted and approved before the monthly posting of the requested scheduled vacation leave.

10.5 Work Schedules. Schedules will be posted by September 1st for the schedule bidding process. Employees in a probationary status shall not participate in the days off and/or vacation selection process. Only when released from probationary status shall they participate in the bidding process.

10.6 Time off Requests for Monthly Posting. Unscheduled time off requests made by December 31st shall be awarded by seniority. All requests made on or after January 1st shall be granted by first come first serve.

10.7 Scheduled Overtime. The posting for the upcoming month(s) will be posted or put into the electronic scheduling system no later than the 1st of each month showing the overtime for the following month(s) that needs to be filled. Time off requests put in after the posting will not be filled until monthly overtime has been awarded by the Sheriff or designee. Overtime that comes up after the initial posting or remains after the above selection process, will be done in the electronic scheduling system by the employee requesting time off.

Records Division employees will enter all time off into the electronic scheduling system and payroll system. Time off must be turned in by the last day of the month prior to be sent out in monthly overtime coverage (Example: Time off in February will need to be put in electronic scheduling system and PeopleSoft by December 31st.) Monthly overtime will be sent out to employees for selection in electronic scheduling system. Responses must be received by the 7th of the month to be considered for the overtime. Overtime will be assigned by the 15th of the month or the following business day if the 15th is a weekend or holiday.

Time off requests put in after the posting will not be sent in monthly overtime selection. Overtime that comes up after the initial posting will be initiated in electronic scheduling system by the employee requesting time off, unless the employee will not be back to work within 24 hours of the overtime occurrence. Unscheduled time off that remains uncovered will be denied time off. Scheduled vacation leave, bereavement leave and sick leave will be mandated for shift coverage following Article 10.9.

10.8 Early call-ins/Hold overs. Overtime blocks of 3 hours or less will be offered to employees whose schedule is attached to the overtime by seniority as a hold over or early call-in and will not be moved. If no one accepts the overtime as an early call-in or hold over, overtime will be initiated in the electronic scheduling system offering overtime to all employees not on sick leave, scheduled training and bereavement leave. If an employee volunteers for a hold over or early call in that is 3 hours or less and the time is extended beyond 3 hours for the same person, the employee will move to the bottom of the overtime list.

10.9 Mandatory Overtime Callout Procedure. The mandatory overtime list shall be utilized when time off for sick, bereavement, military, jury duty, scheduled training, shifts due to personnel vacancies and scheduled vacation hours are unable to be filled with voluntary overtime. If mandatory overtime is within 24 hours, and an early call in, or is before the employee will be at work again, the supervisor or designee will contact the employee to verbally confirm that they are mandated and the hours that the mandate is for. If shift is a holdover or a shift after employee will be at work prior to overtime shift, the electronic scheduling system may be used as a notification to give the employee notice that they will have an extension to their shift or an extra shift to work. If the mandatory overtime falls on an employee's day off then the full overtime shift of consecutive hours that cannot be voluntarily covered will be filled by that employee. If more than one unconnected block of uncovered time exists, a separate employee will be mandated for each unconnected block of time.

Employees on previously scheduled sick, bereavement, vacation, comp, military, jury duty, scheduled training, or floater time shall be exempt from mandatory overtime callouts. Employees on scheduled vacation shall be exempt from mandates on regular days off that are consecutive with scheduled vacation. If an employee calls in to volunteer to take the overtime after a mandate is given, the mandated employee has the right, but is not obligated, to allow the volunteer to work the mandated hours. If an employee gives up the mandate to the volunteer, they will be put back in the same place on the mandate list.

10.10 Overtime and Exemptions. The Records Manager will be given the opportunity to work any unfilled overtime prior to the employee being denied time off or before going to the mandatory call out procedure. Employees on time off who would like to still be called for overtime

opportunities during their time off shall make a highlighted note on their callout page with days they would still like to be called. Employees can elect to give back their time off and come to work, but will be paid their regular straight time for those hours they are no longer taking off. Employees on sick leave, bereavement leave, or attending a scheduled training as determined by the Sheriff or designee shall be exempt from an overtime callout to cover hours during their time off. Employees will also be exempt if the hours to be filled will exceed 16 hours worked in a row, 18 hours worked in a 24 hour period or they have not had 10 hours off after a 16 hour consecutive shift.

10.11 Use of Unscheduled Time Off. All paid time off other than vacations, sick leave and bereavement leave shall be considered unscheduled time off. Unscheduled time off must be approved by the Sheriff or their designee. Requests may be scheduled at any time, but approval is not guaranteed or final until the requests have been signed by the Sheriff or their designee and returned to the employee. If time off has overtime needing coverage, time off will not be approved until coverage is made. The Sheriff or designee will notify employee if time off is not approved as soon as it is known. If there is no posted overtime for the date requested, time off shall be approved.

ARTICLE 11 MEAL PERIODS AND BREAKS

Meal periods and breaks will be provided in compliance with WAC 296-126-092, or any superseding provision of Washington law. If an employee wishes to waive their lunch meal period, they must make the request in writing in accordance with the State of Washington Department of Labor and Industries Employment Standards Administrative Policy (ES.C.6.1(8)). Employees may opt for a 30 minute or 60 minute lunch as long as it meets the needs of the department with the approval of the employee's supervisor.

Employees required to work or monitor their radio to respond to calls during their meal period, in accordance with wage and hour laws shall remain in paid status.

ARTICLE 12 INSURANCE COVERAGE AND BENEFITS

12.1 Eligibility and Plans. Employer agrees to provide group health, vision, and dental insurance coverage, long term disability insurance (effective the first of the month after ratification), and life insurance coverage in the amount equal to annual salary rounded to the next highest \$1000 for all full-time employees and (except for life insurance) their eligible dependents.

12.2 Coverage. Eligible employees desiring group health, vision, dental, long term disability, or life insurance coverage must sign up for coverage during the periods and according to the procedures established by the plans.

12.3 Premiums. Effective January 1, 2024, the Employer agrees to pay up to one thousand eight hundred and fifty dollars (\$1,850) toward the cost of the monthly premium for eligible employees for the plans described in Section 12.1, with the excess amount to be paid by the employee through payroll deductions. For any option that the monthly premium is less than one thousand eight hundred and fifty dollars (\$1,850), the County will pay the total amount of that monthly premium

option. Premiums for each type of health care plan type can be split between the employer and employee as determined by the employer.

The 2024 employer contribution towards VEBA will be a flat seven hundred fifty dollars (\$750) per month for eligible employees who select the VEBA option.

For the employees who select the Kaiser HSA \$1600/\$3200 option the employer contribution will be \$100 per month to the employee's HSA.

Effective January 1, 2025, Employer agrees to pay up to one thousand nine hundred dollars (\$1,900) toward the cost of the monthly premium for eligible employees for the plans described in Section 12.1, with the excess amount to be paid by the employee through payroll deductions. For any option that the monthly premium is less than one thousand nine hundred dollars (\$1,900), the County will pay the total amount of that monthly premium option. Premiums for each type of health care plan type can be split between the employer and employee as determined by the employer.

The 2025 employer contribution towards VEBA will be a flat seven hundred fifty (\$750) per month for eligible employees who select the VEBA option.

For the employees who select the Kaiser HSA \$1600/\$3200 option the employer contribution will be \$100 per month to the employee's HSA.

Effective January 1, 2026, Employer agrees to pay up to one thousand nine hundred and fifty dollars (\$1,950) toward the cost of the monthly premium for eligible employees for the plans described in Section 12.1, with the excess amount to be paid by the employee through payroll deductions. For any option that the monthly premium is less than one thousand nine hundred and fifty dollars (\$1,950), the County will pay the total amount of that monthly premium option. Premiums for each type of health care plan type can be split between the employer and employee as determined by the employer.

The 2026 employer contribution towards VEBA will be a flat seven hundred fifty \$750 per month for eligible employees who select the VEBA option.

For the employees who select the Kaiser HSA \$1600/\$3200 option the employer contribution will be \$100 per month to the employee's HSA.

In the event the lowest cost plan decreases, or the cost of dental plan premiums decrease, Employer's contribution will decrease by ninety-five percent (95%) of the amount of the decrease. In no event will Employer's contribution ever exceed the total cost of health, dental, long term disability or life insurance premiums.

12.3.1 The parties agree that while the following employee continues to elect VEBA, the Employer contribution to VEBA will be a flat \$1,328.80 per month.

*Caterine Nagorski

Once the employee leaves employment due to termination (voluntary or involuntary), layoff, or elects a medical plan, any future VEBA contribution will be at the amount set forth in Article 12.3.

12.4 Disputes. The Union 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 relating to claims and/or coverage. All disputes, complaints and questions, and any and all other issues arising out of or in any way connected with the underlying insurance policies or plans or their interpretation or administration shall be exclusively resolved in accordance with the underlying plan procedures and ERISA, and shall not be subject to Article 4 of this Agreement.

12.5 Continuation of Insurance. Except as otherwise required by law, Employer will continue paying its normal share of the cost of premiums for health insurance coverage for the balance of the month in which an employee suffers an accepted on-the-job injury or illness and/or begins a leave of absence qualifying under the federal Family and Medical Leave Act, and for up to a cumulative total of three (3) additional month(s) in any twelve (12) month period, regardless of the number or type of such injuries or illnesses or leaves.

12.6 Unpaid Time Off. Except as provided in Section 12.5, Employer's share of premium costs will be prorated in any month in which an employee has any unpaid time off.

12.7 Changes. The County shall determine which insurance programs and benefits may be continued or implemented periodically. If there are changes in the insurance programs, the County will notify the Guild. Such notification shall not diminish the right of the County to change the benefit structure, benefit level, and/or premium level, nor the right of the Guild to demand to bargain over the impacts of the change. If the insurance company or companies providing the above-referenced benefits notifies the County of changes in the premium structure and/or benefit levels, then and in that event the Guild and employees shall comply with such changes if requested to do so by the County.

ARTICLE 13 VACATION

13.1 Eligible Employees. All employees are eligible to earn paid vacations.

13.2 Vacation Accrual Rates.

13.2.1 Vacation Accrual. Eligible employees accrue and/or earn vacation at the rate of eight (8) hours for each continuous month of completed service after the last day of the month.

13.2.2 New Hires. New hires who are placed on the payroll on or before the fifteenth (15th) day of the month and actually work continuously through the last day of the month will accrue the full eight (8) hours for that month. New hires hired after the fifteenth (15th) will have no accrual for that month. Accrued vacation time for new hires does not become usable or payable until the employee has accumulated six (6) months of vacation accruals.

13.2.3 Rehired Employees. All employees who have terminated employment with Employer, voluntarily or involuntarily, and thereafter are rehired shall be treated the same as a new

hire under Section 13.2.2. This provision shall not apply to an employee involuntarily terminated as a result of a layoff and rehired within one (1) year of the separation, and any such employees shall be reinstated (for vacation accrual purposes only) to their prior years of service in effect at the time of the layoff and shall be allowed to use time as it is accrued.

13.2.4 Maximum Vacation Accruals. Earned vacation may be accumulated up to a maximum of two hundred forty-eight (248) hours at any time and shall be paid when an employee leaves the employment of Employer. If the employee is unable to take vacation leave due to the work requirements of the Office, the employee will be allowed to request a deferral (in writing) of such leave for a time set certain. The Sheriff will review such requests for approval.

13.3 Scheduling of Accrued Vacation. Vacation requests for employees not on shift work shall be submitted by December 31st and will be approved and granted by seniority. Employees who fail to submit a vacation schedule by December 31st shall be scheduled on a first come, first served basis. The vacation schedule shall cover the period from January 1 to December 31.

13.3.1 Records Vacation Scheduling. Vacation leave requested before December 31 will be approved and granted by seniority within the records division. In order to assist in the orderly requesting of time off, a vacation schedule for the following year will be given to the senior person by November 1 of the preceding year. The employee is only eligible to bid for the amount of vacation and floating holiday hours the employee would be eligible to accrue in the upcoming year.

Employees can overlap no more than 2 days in any given week for scheduled vacation, with the week defined as Sunday to Saturday. Only two employee's vacation schedules can overlap on one single day. During the time periods of the third week of November through November 30th and the third week of December through December 31st, employees may overlap scheduled vacation leave no more than one day in any given week.

Step 1 – Each employee will have up to two (2) of their working days to select up to two (2) weeks (eighty (80) hours) of annual leave in up to forty (40) hour blocks. Employees with 20 consecutive years or more of service within the Department on January 1st of each year will have up to two (2) of their working days to select up to three (3) weeks (120 hours) of annual leave in up to forty (40) hour blocks of time. The vacation schedule must pass on to the next most senior employee until the selection process is complete.

Step 2 – After step 1 is completed, the selection process then starts over (second round) with the senior person. Each employee will have up to two (2) of their working days to select up to 80 hours of scheduled vacation leave. Employees may break up 80 hours of scheduled leave in a day at a time of scheduled vacation leave. Employees who choose to take this leave in a day at a time increments may only elect up to four of the consecutive regular scheduled weekends to be protected as defined in Article 10.9.

For step 1, the entire forty (40) hour block does not have to be used, but the block will still be counted towards the employee's choice. Forty (40) hour blocks do not have to be consecutive blocks but must be consecutive days. Any forty (40) hour blocks that are subsequently canceled can be moved to an

open forty (40) hour block at the discretion of the Sheriff or their designee. Scheduled vacation blocks may be traded, or added if all weeks were not chosen at the time of vacation selection for open weeks with the approval of the Sheriff or designee. Trades or additional weeks must be submitted and approved before the monthly posting of the requested scheduled vacation leave.

13.4 Bonus Vacation Days. Bonus vacation days shall be granted to the employees and credited to their account on their anniversary date of employment as follows:

| Number of Consecutive Years of Employment Completed | Vacation Hours | Bonus Hours | Total Hours |
|--|-----------------------|--------------------|--------------------|
| 1 | 96 | 8 | 104 |
| 2 | 96 | 24 | 120 |
| 3 | 96 | 32 | 128 |
| 4 | 96 | 32 | 128 |
| 5 | 96 | 40 | 136 |
| 6 | 96 | 40 | 136 |
| 7 | 96 | 40 | 136 |
| 8 | 96 | 40 | 136 |
| 9 | 96 | 40 | 136 |
| 10 | 96 | 48 | 144 |
| 11 | 96 | 56 | 152 |
| 12 | 96 | 64 | 160 |
| 13 | 96 | 64 | 160 |
| 14 | 96 | 72 | 168 |
| 15 | 96 | 72 | 168 |
| 16 | 96 | 80 | 176 |
| 17 | 96 | 80 | 176 |
| 18 - 19 | 96 | 88 | 184 |
| 20 and over | 96 | 96 | 192 |

Bonus hours will be paid on a pro rata basis to employees who separate on other than their anniversary date.

13.5 Payment of Earned Vacation. Employees (or, in the event of death, the employee's estate) who separate from employment will be paid for all earned vacation time up to the maximum established in Section 13.2.4.

13.6 Calculation of Vacation Time and Pay. Except as otherwise allowed by law, earned vacation must be used in one-tenth of an hour increments to be calculated and reported in the same manner as Section 9.1, with the number of hours in their assigned shift for that day to be charged for each full day's absence. Eligible employees will receive pay at their regular hourly rate at the time the vacation is taken (or cashed out under Section 13.5) for the number of vacation hours used.

ARTICLE 14 HOLIDAYS

14.1 Eligible Employees. All employees are eligible to earn paid holidays.

14.2 Recognized Holidays. 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)

Employees not on a shift schedule the holiday shall be on the day designated above except holidays occurring on a Saturday shall be observed on a Friday and holidays occurring on a Sunday shall be observed on the following Monday.

14.3 Floating Holiday. In addition to the holidays recognized under Section 14.2, eligible employees will also receive two (2) floating holidays starting in the calendar year in which the employee completes the probationary period and shall earn two (2) floating holidays as of January 1 of each calendar year thereafter. Floating holidays are, equivalent to a scheduled day, to be scheduled in the same manner as a vacation day, must be used in the year credited, cannot be carried over or accumulated under any circumstances, and any unused floating holidays are not paid out upon any separation from employment.

14.4 Holiday Pay Rate. There is no compensatory time option for any type of holiday pay.

Employees Whose Schedule Requires Them to Work the Day a Holiday is Observed:

- Employees Who Work the Full Scheduled Shift
 - ▶ These employees receive holiday pay at time and one-half for all hours worked in addition to regular pay.
 - ▶ If the shift starts on the holiday, then the entire shift shall be paid at the holiday rate.
- Employees Who Work Only Part of the Scheduled Shift
 - ▶ These employees receive holiday pay for hours worked at time and one-half in addition to the regular pay. Time not worked on the holiday is considered “holiday off” and the employees bank (comp, sick or vacation) is not charged.
- Employees Who are Scheduled to Work and Do Not Work Any Part of the Scheduled Shift
 - ▶ These employees receive the regular pay and the time not worked is considered “holiday off” and the employees bank (comp, sick or vacation) is not charged.

Employees Whose Schedule Does Not Require Them to Work the Day a Holiday is Observed:

- ▶ These employees receive eight (8) hours of holiday pay at straight time.

“Overtime” Work on the Day a Holiday is Observed:

- ▶ Since overtime and/or premiums are not compounded or pyramided, these employees would receive time and one-half for any overtime hours worked on the day a holiday is observed.

14.5 Holiday Pay Rate. Holiday pay will be prorated in any month in which an employee has any unpaid time off.

ARTICLE 15 SICK LEAVE

15.1 Eligible Employees. All employees are eligible to earn paid sick leave.

15.2 Sick Leave Accrual Rates.

15.2.1 Sick Leave Accrual. Eligible employees accrue sick leave at the rate of eight (8) hours for each continuous month of completed service after the last day of the month.

15.2.2 New Hires. New hires who are placed on the payroll on or before the fifteenth (15th) day of the month and actually work continuously through the last day of the month will accrue the full eight (8) hours for that month. New hires hired after the fifteenth (15th) will accrue one (1) hour of paid sick leave for every forty (40) hours worked. Accrued time for new hires is usable upon accrual.

15.2.3 Rehired Employees. All employees who have terminated employment with Employer, voluntarily or involuntarily, and thereafter are rehired shall be treated the same as a new hire under Section 15.2.2. An employee is rehired within one (1) year of the separation, and accrued, unused paid sick leave that was not paid out at separation will be reinstated to the employee's paid sick leave balance.

15.2.4 Maximum Sick Leave Accruals. At the end of each calendar year any unused paid sick leave balances up to a maximum of twelve hundred (1200) hours will carry over to the following year.

15.3 Scheduling Sick Leave. An employee who knows in advance that he/she will be using sick leave (for example, for surgery, maternity, treatment of an injury, etc.) shall give the Sheriff or their designee notice as soon as the need is known. An employee who experiences an unforeseen need to use sick leave shall give the notice as soon as the need is known.

15.4 Use of Sick Leave. Sick leave must be used in one-tenth (1/10) hour increments, and will be calculated and reported in the same manner as Section 9.1, with the total number of hours of the employees scheduled shift to be charged for each full day's absence. Sick leave cannot be used until it has been accrued and may be used, charged and compensated only for periods of absence falling within the employee's normal scheduled work hours, and only for the following reasons:

- a. Any period of mental or physical non-occupational disability, including one caused by pregnancy, miscarriage, abortion or childbirth, incapacitating the employee from performing one or more of the essential functions of the employee's regular job;
- b. Any period of occupational disability incapacitating the employee from performing one or more of the essential functions of the employee's regular job, provided that only such sick pay can be used as is necessary, when added to the amount of any state industrial insurance time-loss payments, to bring the employee's pay to one hundred percent (100%) of normal straight-time earnings. An employee who opts not to use sick leave in this manner shall so state in writing to the Office payroll person by the twentieth (20th) of the month, and such option is irreversible after the twentieth (20th) of the month;

- c. Any exposure to contagious disease that would jeopardize the health of coworkers and/or the public;
- d. The employee's own preventative care such as medical, dental, or optical appointments or treatment that cannot reasonably be scheduled outside of normal working hours;
- e. Illness, injury, impairment, physical or mental condition, or preventative care of a member of an employee's family member requiring the presence of the employee.
- f. 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.
- g. 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.

An otherwise eligible employee may not use sick leave to cover time missed when Employer had work available (for example, modified or light-duty work) and/or offered an accommodation which would allow the employee to perform the essential functions of the job which the employee refused to accept, provided the work was compatible with the employee's current medical restrictions. Employees qualifying for the use of sick leave must use accrued sick leave prior to going on unpaid status. Misuse or abuse of sick leave will be grounds for disciplinary action, up to and including termination.

15.4.1 For absences exceeding three consecutive days, the employer may require verification that the employee's use of sick leave is for an authorized purpose. Verification may be provided to the employer within a reasonable period before, during or after the leave. The 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 established by law.

15.5 Family Member. A family member is defined in RCW 49.46 and includes children or parents (including biological, adopted, foster, step, in loco parentis, or legal guardian), spouses, registered domestic partners, spouse's parents, grandparents, grandchildren, and/or siblings.

15.6 Pay in Lieu of Sick Leave. An employee separated from County employment shall be compensated to the extent of fifty (50) percent of their accumulated unused sick leave to a maximum of 360 hours.

15.7 Sick Leave Pay Rate. Eligible employees will receive pay at their regular hourly rate at the time the sick leave is taken (or cashed out under Section 15.6) for the amount of earned sick leave used, to be calculated and reported in the same manner as Section 9.1, with eight (8) hours to be charged for each full day's absence or the actual number of scheduled work hours.

15.8 Use of Accrued Sick Pay Leave. If an employee has exhausted sick leave, vacation leave may be used as sick leave, but sick leave may not be used as vacation leave. If an employee is on vacation leave and the employee would otherwise be eligible to use sick leave under Section 15.4, the employee may change vacation leave to sick leave for those days/hours.

15.9 Sick Leave Donations. The Sheriff or their designee may allow an employee to receive annual leave or sick leave donated by other County employees if:

- a. The employee has a need for five (5) or more days that would qualify under sick leave usage, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or terminate employment;
- b. The employee has depleted or will shortly deplete his or her annual and sick leave reserves;
- c. The employee's absence and use of donated leave are justified;
- d. The employee has abided by all rules regarding sick leave use;
- e. The employee has been found to be ineligible for time-loss benefits under any form of disability plan, including workers' compensation; and
- f. The employee has been employed by Employer for one (1) consecutive year.

Leave shall be donated on an hour-for-hour basis and no monetary value shall be attached, regardless of the pay rates of the donor(s) or recipient. Upon the recipient's return to work, and to the extent administratively feasible, any unused donated time will be returned to the donor (or on a pro rata basis if multiple donors).

ARTICLE 16 LEAVE FOR REASONS OTHER THAN FAMILY AND MEDICAL LEAVE

16.1 Eligibility. Regular employees are eligible for an unpaid personal leave of absence for up to a cumulative total of sixty (60) calendar days in any eighteen (18) month period. Among the factors which determine whether a leave will be allowed are the reason for the request; the employee's overall length of service; the employee's performance, safety, and disciplinary (including any discipline for attendance, tardiness or call-in problems) history and/or records; any previous leaves of absence (and the length/purpose of such leaves); the employee's job and pending (or projected) job assignments; the employee's commitment to return to work immediately following the leave; the availability of a temporary replacement; and the potential impact on Employer.

16.2 Application for Personal Leave or Extensions. The Sheriff or their designee may grant unpaid personal leave for up to five (5) days, but unpaid personal leave for longer periods or extensions of five (5) day personal leaves must be requested from the Director of Personnel. Extensions must be requested prior to the expiration of the original leave and must be deemed appropriate under the standards set forth in Section 16.1.

16.3 Pay and Benefits. Personal leaves are unpaid, and employees must exhaust all accrued and available sick leave (if otherwise eligible to use it) prior to going on unpaid status. No new benefits accrue while an employee is on unpaid personal leave.

16.4 Reinstatement. All requests for reinstatement after a leave exceeding five (5) days must be made to the Director of Personnel. An employee returning from personal leave will be eligible for the first available position within the employee's classification. Returning employees shall have no right to displace regular employees.

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

ARTICLE 17 FAMILY AND MEDICAL LEAVES OF ABSENCE

17.1 Eligibility. All eligible employees will be granted family leave in accordance with any applicable state and/or federal law. An employee not eligible for family leave under such law may apply for personal leave under Article 16.

17.2 Pay and Benefits. Family leaves are unpaid, and an employee may designate the order in which any accrued and available paid time off may be used by notifying the Office payroll person prior to the payroll cutoff date, but employees are required to exhaust all accrued and available sick leave (if otherwise eligible to use it) prior to taking unpaid time off. Employees who qualify for workers' compensation time-loss payments may (but are not required to) use any available sick leave to supplement such payments as allowed by Section 15.4. No new benefits accrue while an employee is on unpaid family and parental leave.

17.3 Washington Paid Family and Medical Leave – Beginning January 1, 2020, the State of Washington thru the Employment Security Department will collect a premium based on a percentage of gross wages for each employee of this bargaining group. The percentage of gross wages is defined by the State and can be adjusted annually according to the rules set by the statute. Cowlitz County will pay 37% (thirty-seven percent) of the premium and the employee will pay 63% (sixty-three percent) of the premium which will be deducted from the employee each pay period.

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

ARTICLE 18 JURY DUTY

18.1 Jury Duty Leave. Employees who are required to serve on a jury under some form of subpoena or court order may obtain a paid leave of absence for the period of time covered by the initial subpoena or court order and any involuntary extensions. Employees who are scheduled for the swing or graveyard shift on the day of jury duty service will be excused from work for the shift either prior to or after the day they serve. An employee called for jury duty who is excused from attendance at

a time which would allow him/her to return to work during normal scheduled hours must immediately contact the supervisor for instructions.

18.2 Advance Notice. An employee who will require jury or witness duty leave must provide a copy of the summons or subpoena to the Sheriff or their designee on the first scheduled working day following its receipt.

18.3 Pay and Benefits. Employer will reimburse employees for scheduled work lost for jury duty leave or for testifying as a court witness to provide information derived as a result of on-duty employment. 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 jury or witness duty obligation, and the employee must reimburse Employer for any jury duty fees (excluding any per diem or travel allowances). An employee who qualifies for witness duty leave but is not entitled to compensation under this provision may use any accrued floating holiday or vacation time and may retain any compensation received from responding to the subpoena or court order.

ARTICLE 19 MILITARY LEAVES OF ABSENCE

All eligible employees will be granted military leave in accordance with any applicable state and/or federal law, and shall be required to provide such advance notice of the need for leave or any request for reinstatement according to the statutory procedures and time limits, and reinstatement shall be as required by law.

The parties agree to incorporate into their collective bargaining agreement the following County policy in effect as of the date when this Agreement becomes fully executed by both parties:

- Cowlitz County Active Duty Continued Health Care Benefits Policy.

ARTICLE 20 BEREAVEMENT LEAVES OF ABSENCE

20.1 Immediate Family. 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 personal leave.

20.2 Other Relatives/Friends. Upon the death of relatives not listed in Section 20.1 or friends, employees will be allowed up to one (1) day of bereavement leave without pay. Employees may use accrued leave time available before taking bereavement leave without pay under this section.

20.3 Pay and Benefits. An employee who is eligible for bereavement pay under Section 20.1 and is on vacation leave at the time of the death may change vacation leave to bereavement leave. Employees granted bereavement leave under Section 20.1 may additionally use any accrued floating holiday or 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 21 SENIORITY

21.1 Seniority Defined. As provided by the Cowlitz County Civil Service Commission Rules in effect or as amended, the Sheriff may lay off an employee(s) after 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 permanent employee, however, shall be laid off while there are provisional or probationary employees serving in the same class or position. Layoff due to reduction in force shall be made in inverse order of seniority in the class involved. The classes are those listed in Appendix A – Administrative Secretary, Records Specialist, and Support Specialist.

21.2 Seniority Dates.

21.2.1 Department Seniority Date. Upon an employee's successful completion of any new hire or new position trial period in the initial or a new department, the first day of that assignment will become the Department seniority date. The assignment of such date shall automatically supersede and extinguish an employee's seniority date in any other Department(s). Employee will retain seniority date if transferring positions within the Guild.

21.2.2 Seniority Disputes. Seniority will be established by the Sheriff or his/her designee if two (2) or more employees were employed on the same date.

21.3 Adjustments in Seniority Date. An employee who is absent from work without pay, excluding all periods on military leave, will have his/her seniority dates (and step-increase date) moved forward by the number of calendar days equal to the duration of the entire absence. For purposes of this Section 21.3, an absence of four (4) hours or more in any scheduled workday shall be counted as a full-day of absence.

21.4 Loss of Seniority and Employment. Seniority and employment will be lost by any resignation; any termination of a probationary employee, or of a regular employee for just cause; failure to report to work on the first workday following the end of an approved leave of absence unless the employee has earlier received the Sheriff's or his/her designee's written approval for an adjusted return date; absence from work for more than a cumulative total of twelve (12) months in any eighteen (18) month period regardless of the reason or cause; seeking or accepting employment of any kind, including self-employment, while on a leave of absence without obtaining the Sheriff or their designee's advance written permission (which shall not be unreasonably withheld) and (in the case of any disability leave) the treating physician's advance written permission; for other legitimate reasons or as otherwise allowed by other provisions of this Agreement.

ARTICLE 22 PERFORMANCE OF DUTIES

22.1 No Strikes. During the term of this Agreement, the Guild and its agents, representatives and officers, and all employees covered by this Agreement, as individuals and as a group, will not initiate, authorize, participate, assist in or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any other disruption or restriction of work at Employer’s premises or at any other location where Employer performs services or Employer representatives are present on official business. This specifically includes “sympathy” strikes and the observance of picket lines, signs, or appeals from any labor or other organization to engage in any such prohibited activities, but excludes any form of “informational” or “free speech” picketing and leafleting conducted on employees’ nonworking time.

22.2 No Strike Violations. Any employee engaging in any activity in violation of Section 22.1 shall be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

22.3 No Waiver. Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

ARTICLE 23 TRAINING AND DEVELOPMENT

23.1 Purpose. The County agrees to encourage and promote training opportunities to increase and sustain the effectiveness of the Office’s work force.

23.2 Mandatory Training. The Sheriff or their designee may require the attendance of an employee at any and all school and/or training sessions as he/she deems appropriate, provided that except in cases of emergency or other circumstances warranting shorter notification, seven (7) calendar days prior notification of training time and dates will be provided to the affected employee(s).

23.3 Voluntary Training. All training must be approved by the Sheriff or their designee. Employees will be given a minimum of (7) calendar days’ notice with any shift/day off adjustments, or with mutual agreement with management and employee for training if less than 7 days notice.

23.4 Compensation for Time. An employee attending mandatory training will be pursuant to Article 9. Except if otherwise required by federal or state wage and hour laws, voluntary attendance at non-mandatory training and development courses will not be considered compensable time.

23.5 Reimbursement of Costs. If an employee is required to pay tuition costs prior to taking a course, but reimbursement will be made to employees who receive prior written authorization for the training by the Sheriff or their designee and submit evidence of satisfactory completion of training with a Grade of A, B, C or equivalent. Employer may offer tuition reimbursement for some non-mandatory courses notwithstanding that it is not obligated to provide compensation for time spent in

the training. Any books and printed materials provided by the training and included in the cost of tuition shall become the County's property.

ARTICLE 24 **GENERAL**

24.1 **Personnel File.**

24.1.1 **Official File.** There shall be one (1) official personnel file for each employee.

24.1.2 **Entries and Access.** Whenever an entry is made by the County into an employee's official personnel file, a duplicate copy will be supplied to the employee. However, it is understood that any and all files kept for the purpose of employee documentation, either personal or professional, are the property of the County. The County agrees that the contents of these files, including personal photographs, shall be confidential and shall restrict the use of information in the file to County business. Access to the official personnel file shall be allowed during normal business hours, but an employee shall not be entitled to compensation for time spent reviewing the file. The Guild shall have the right to request copies of such relevant employee personnel records as are relevant to its status and responsibilities, and may also request copies of personnel records on an employee's behalf with written authorization.

24.2 **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.

24.3 **Examinations and Releases.** Employer may require physical, mental or other examinations as permitted by the Americans with Disabilities Act or any other applicable law. In the event of any disagreement between any physician or other health care provider selected by an employee or the Guild and one selected by the Employer, the two health care providers shall select a third within ten (10) calendar days of the request of either party whose opinion shall be final and binding. The expense of the third examination shall be equally divided between the parties.

24.4 **Savings Clause.** It is the intention of the parties hereto to comply with all applicable laws and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement will be complied with unless any of such provisions are enjoined, or declared invalid or inoperative by a court of final jurisdiction, in which event the remainder of this Agreement shall not be affected thereby. Upon request by either party within ten (10) calendar days thereafter, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of any such provision. If the parties are unable to reach a solution within thirty (30) calendar days from the commencement of negotiations, or by any mutually agreed deadline thereafter, each party shall have the right to take whatever lawful action it deems appropriate notwithstanding any of the other terms and conditions of this Agreement, provided, however, that if it does not do so within thirty (30) calendar days thereafter, the matter shall be deemed resolved until the expiration of this Agreement.

24.5 Waiver Clause. This Agreement contains the sole and entire agreement between the parties. 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. During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter, whether or not specifically referred to or covered in this Agreement, unless specifically required to do so by its express terms.

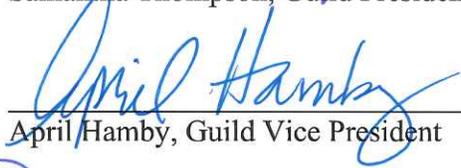
24.6 Amendments. The terms of this Agreement may be supplemented, amended, modified or waived only by a mutual agreement in writing, which expressly states that it is intended to have that effect and is signed by both parties.

24.7 Duration and Term of Agreement. This Agreement shall be in full force and effect from January 1, 2024 through December 31, 2026 and thereafter from year to year unless sixty (60) calendar days' written notice is given by either party prior to the expiration date. The parties agree to meet and negotiate at mutually acceptable times and places within the sixty- (60) day period immediately preceding the termination of this Agreement, or earlier by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on 9th day of April 2024

**COWLITZ COUNTY SHERIFF
SPECIALIST GUILD**


Samantha Thompson, Guild President

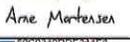

April Hamby, Guild Vice President

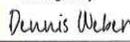

Stephanie Moore, Guild Vice President

**BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON**

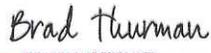
DocuSigned by:

Richard R. Dahl, Chairman

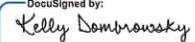
DocuSigned by:

Arne Mortensen, Commissioner

DocuSigned by:

Dennis P. Weber, Commissioner

COWLITZ COUNTY SHERIFF

DocuSigned by:

Bradley W. Thurman, Sheriff

ATTEST:

DocuSigned by:

Kelly Dombrowsky
Clerk of the Board



APPENDIX A WAGE SCALES

Effective on January 1, 2024, all classifications will have received a 4% increase as shown below.

| Position | Step 1 80% | Step 2 82.5% | Step 3 85% | Step 4 87.5% | Step 5 90% | Step 6 92.5% | Step 7 95% | Step 8 97.5% | Step 9 100% |
|--------------------------|----------------------|------------------------|----------------------|------------------------|----------------------|------------------------|----------------------|------------------------|-----------------------|
| Administrative Secretary | 4449 | 4588 | 4727 | 4866 | 5005 | 5144 | 5283 | 5422 | 5561 |
| Support Specialist | 4026 | 4152 | 4278 | 4404 | 4530 | 4656 | 4781 | 4907 | 5033 |

Effective on January 1, 2025, all classifications will have received a 3% increase as shown below.

| Position | Step 1 80% | Step 2 82.5% | Step 3 85% | Step 4 87.5% | Step 5 90% | Step 6 92.5% | Step 7 95% | Step 8 97.5% | Step 9 100% |
|--------------------------|----------------------|------------------------|----------------------|------------------------|----------------------|------------------------|----------------------|------------------------|-----------------------|
| Administrative Secretary | 4582 | 4726 | 4869 | 5012 | 5155 | 5298 | 5442 | 5585 | 5728 |
| Support Specialist | 4147 | 4277 | 4406 | 4536 | 4666 | 4795 | 4925 | 5054 | 5184 |

Effective on January 1, 2026, all classifications will be increased equal to 100% of the CPI-West Size Class B/C (June to June) with a floor of 1.5% and a ceiling of 3.5%.

**Memorandum of Understanding
between
Cowlitz County and Cowlitz County Sheriff Specialist Guild**

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

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

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

FOR THE EMPLOYER

DocuSigned by:
Richard Dahl 4/9/2024
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Date

DocuSigned by:
Ane Martensen 4/9/2024
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Date

DocuSigned by:
Dennis Weber 4/9/2024
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Date

FOR THE GUILD

Sam Thorne 04/16/24
Date

April Hanby 4-16-24
Date

[Signature] 4/16/24
Date