

COLLECTIVE BARGAINING AGREEMENT

By and Between

COWLITZ COUNTY

and

CORRECTIONS OFFICERS GUILD

2024 – 2026

TABLE OF CONTENTS

Article 1	Guild Recognition.....	3
Article 2	Management Rights	4
Article 3	Hours of Work and Overtime	4
Article 4	Firearms Qualification	6
Article 5	Holidays	6
Article 6	Vacations.....	8
Article 7	Seniority.....	10
Article 8	Sick Leave.....	12
Article 9	Leave	13
Article 10	Sick Leave/Vacation Transfer Program.....	16
Article 11	Uniforms and Cleaning	18
Article 12	Equipment	18
Article 13	Progressive Discipline	18
Article 14	Grievance Procedure.....	20
Article 15	Health and Welfare	21
Article 16	Bereavement Leave.....	22
Article 17	Salaries/Lateral Entry/OIC Pay.....	22
Article 18	Shift Work.....	24
Article 19	Non-Discrimination	24
Article 20	Military Leave.....	24
Article 21	Duration of Agreement	24
Article 22	Waiver Clause.....	24
Article 23	Guild Business... ..	25
Article 24	Payroll Dates	25
	Appendix A.....	27
	Appendix B	29
	Appendix C	30
	Supplemental Agreement (12 Hour Shifts & 28 Day Work Periods).....	31

THIS AGREEMENT, made and entered into by and between the Board of Cowlitz County Commissioners hereinafter referred to as the COUNTY, and, the Cowlitz County Jail Employee's Guild governing wages, hours and working conditions of employment for Corrections Officers.

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 correction officers of Cowlitz County, excluding supervisors, confidential employees, and all other employees, as certified by the Public Employment Relations Commission in Decision 6347.

1.2 The County will provide space for a Guild bulletin board in the employee breakroom.

1.3 Full time employee - defined.

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

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

Temporary employee - defined.

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

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

Temporary employees who become full time employees without a break in service shall be entitled to the benefits of a full time employee retroactive to the date that their work schedule became full time as defined above, except that health and welfare benefits and premium payment shall not be retroactive nor shall time as a temporary employee be counted toward the probationary period described in 1.5 of this agreement

1.4 All employees shall have the voluntary choice of whether or not to become a member of the Guild.

1.5 New bargaining unit employees shall be placed on a probationary period of twelve (12) months. Probationary employees may be disciplined or discharged without cause or notice and without access to Article 14 (Grievance Procedure). The employer may extend this initial probationary period, in writing, for up to an additional six (6) months for documented reasons with notification going to the employee and a copy to the Guild.

Passing the Corrections Officer Academy is a condition of employment. If an employee attends the Corrections Officer Academy after their probationary period has completed

and does not pass, they may be discharged without cause or notice and without access to Article 14 (Grievance Procedure).

- 1.6 Upon receipt of a properly executed authorization card signed by the employee, who voluntarily chooses to become a member of the Guild, the Department 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's designated officer 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.

- 1.7 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.

- 1.8 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 the application and enforcement of this article.

ARTICLE 2 MANAGEMENT RIGHTS

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

ARTICLE 3 HOURS OF WORK AND OVERTIME

- 3.1 An employee's normal work schedule shall consist of five eight hour shifts worked in five consecutive days followed by two consecutive days off. This is the same schedule in effect as of 1-1-87. Any changes must be mutually agreed to by the parties.

Employees shall be allowed a paid one half hour lunch break during their shift as work load permits; however if not taken no overtime shall be paid.

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

- 3.2 Overtime. An employee employed in this bargaining unit and who works in excess of their scheduled shift shall be eligible to receive time and one-half pay or time and one-half compensatory time off according to the terms of this section.

Employees who earn overtime may elect to accrue such time as compensatory time off. An employee cannot accrue more than a total of sixty (60) hours of compensatory time in any calendar year. For any accrued, but unused, compensatory time in an employee's bank as of November 1st of each calendar year, the employee may request to be paid out for the balance of time. Any amount shall be paid out as part of the last paycheck for the month of November. Compensatory time accrued and unused after December 1st and before the end of the calendar year shall be carried over to the following calendar year. Compensatory time off requests shall be the subject of mutual agreement between the employee and his/her supervisor. Such time off requests may not be denied unless the request creates an undue hardship on the Jail. Compensatory time off requests scheduled less than 12 hours in advance notice shall be granted only in the event that another employee volunteers to work overtime to cover the compensatory time usage. Bargaining unit employees shall not be forced to work overtime to cover an absence due to compensatory time usage that was requested 12 hours or less before the beginning of the compensatory time off request.

Compensatory time scheduled more than 12 hours in advance notice shall be granted for up to two people (including the employee taking the compensatory time) provided there are bargaining unit employees available to be forced to cover the compensatory time requests.

A day is defined as a twenty-four (24) hour period beginning with the start of an employee's shift. A week is defined as beginning Sunday at 12:00 am and ending Saturday at 11:59 p.m.

- 3.3 Call back, including call back to court, shall be paid at minimum three (3) hours pay at time and one-half. If an officer as a result of their employment activity is contacted to provide testimony under oath, the officer shall refer the request to a Captain or their designee for scheduling of the testimony. The County will compensate officers who are called at home or called to work, and provide testimony under oath, at a minimum three (3) hours pay at time and one-half.
- 3.4 All overtime accumulated by an employee may be taken as compensatory time off by mutual agreement between the employee and his supervisor. Normally, the desire of the employee shall be observed unless such time off would cause staffing levels to drop below minimum staffing levels.
- 3.5 Except in emergencies (when an employee is expected to accept overtime assignments), assignments of overtime shall be rotated among qualified employees according to job assignment. Part time reserves or temporary employees will not be used to cover short-term (fifteen 15 calendar days or less) leaves such as vacation days off, sick leave or leave of absence. If all qualified full time employees decline the overtime the Department

may use any source to fill the vacancy. The supervisor shall keep a record of overtime worked.

- 3.6 Any time an employee is required to work beyond his/her scheduled work hours involuntarily, such time will be considered a force and that employee's force card will be moved to the back of the force box. If an Officer is put on notice that they are forced to work once they leave the facility the force card will be moved even if the Officer is called and the force is canceled. New officers shall not be forced to cover shifts on the days they are participating in mini academy, FTO floor training, initial firearms training or Corrections Officer Academy. New officers may still be forced on days they are not scheduled for training.
- 3.7 Qualified defined -A qualified employee is eligible by experience and training to fulfill the requirements of a specific position as determined by the Director or his designee.

ARTICLE 4 FIREARMS QUALIFICATION

- 4.1 All full time employees hired after January 1, 1994 must become firearms qualified within twelve months of employment and maintain such qualification as a condition of continued employment. Employees shall be given a minimum of 40 hours training, if required, in the 1st 12 months of employment to become qualified. Firearms qualification enforcement will be as set forth in the Department Policy Manual.
- 4.2 Effective on ratification all regular correction officers (who have completed their probationary period and are employed as a correction officer on the date of ratification) will receive \$600 to purchase a duty handgun on the first available payroll. All new hires once they complete their initial probationary period will receive \$600 to purchase a duty handgun on the first available payroll. Duty Handguns will be any 9 millimeter, 40 caliber or 45 caliber weapon from a reputable manufacturer mutually agreed upon by the parties (not limited to Glock only; See Appendix C for details). Guild members shall purchase the initial holster and the department would replace the holster on an as needed basis thereafter. Rehires or new hires who have previously received this allowance from Cowlitz County are not eligible.

ARTICLE 5 HOLIDAYS

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

Forced overtime is prohibited to cover floating holidays scheduled on the day before the following County observed holidays unless the floating holiday scheduled is one of the two spots allowed off prior to the schedule being posted.

Independence Day	July 4
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
New Year's Day	January 1

When forced overtime is allowed under the terms of this Section 5.1a to fill scheduled floating holiday(s), the forced overtime will be done from the Guild's force cards even if there is no Sergeant working during the shift of the floating holiday. This paragraph only applies to floating holidays that cause forced overtime other than one of the two spots allowed off prior to the schedule being posted.

- 5.2 Designated holidays occurring on an employee's day off shall entitle the employee to an additional eight (8) hours of straight time pay or an additional eight (8) hours of compensatory time in addition to his/her regular salary plus time and one-half (1 ½) for all hours worked during the holiday. Compensatory time off or pay will be by mutual agreement between the employee and his supervisor.
- 5.3 Vacation or sick time shall not be charged on any holidays listed in paragraph 5.1. See the Supplemental Agreement for employees who work twelve (12) hour shifts.
- 5.4 Holiday schedules for the following year shall be posted no sooner than October 1 and no later than November 1 of each calendar year and all employees shall indicate their choice of holiday time on the schedule. The holiday schedule shall be completed by December 1 and seniority shall be given preference in the scheduling of holidays. All Correction Officers will be assigned (by department seniority), one (1) day during this period to schedule his/her holiday time for the following year. If this day happens to fall on an employee's day off, the employee will not be entitled to overtime or compensatory time for scheduling his/her holiday time. Extensions shall be granted by the Director or their designee because of an unforeseen circumstance. Once an employee's day is over, that employee may not make any changes to his or her holiday leave requests until December 1st, when holidays will be granted on a first-come first-serve basis. Normally, an individual's holiday request shall be granted unless such request would cause an overtime that cannot be filled. The holiday schedule shall cover the period from January 1 to December 31.

ARTICLE 6 VACATIONS

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

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

- 6.2 Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) continuous months.
- 6.3 One regular vacation day (8 hours) is credited to an employee's account on the last calendar day of the month. Employees earn a day (eight hours) of vacation leave for their first month of employment if they are placed on payroll on or before the 15th day of the month and actually work continuously through the rest of that month. Terminating employees do not receive vacation leave credit for the month in which they terminate unless they actually work continuously through the 14th day of that month.
- 6.4 Vacation leave shall accumulate to a total of two hundred and forty eight (248) hours, after which time, if no leave is taken, no additional leave shall be credited. That is, an employee at no time shall have more than two hundred and forty eight (248) hours of accumulated vacation leave due, unless extended by the Employer.
- 6.5 All accumulated vacation leave shall be paid when an employee leaves the employment of Cowlitz County for any reason, provided notice has been given. (Note exception of Item 2 above.) Adequate notice is defined as a written notice submitted to the department head at least fourteen (14) days prior to termination of employment. This notice is not required in the event of involuntary termination.

In case of death, all accumulated vacation leave shall be paid to the estate of the employee.

All payments of terminal leave for the unused vacation leave shall be based on the employee's salary at the time of separation or death.

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

- 6.6 Authorized Leave of Absence Without Pay shall not interrupt prior or continuous service. However, the employee shall not be credited with earned vacation leave days during the period of authorized leave of absence without pay.
- 6.7 Vacation schedules for the following year shall be posted no sooner than October 1 and no later than November 1, of each calendar year, and all Corrections Officers and Sergeants shall indicate their choice of vacation time on the schedule. The vacation schedule shall be completed by December 1 and seniority shall be given preference in the scheduling of vacations. All Correction Officers and Sergeants will be assigned (by department seniority), one (1) day during this period to schedule his/her vacation leave for the following year. If this day happens to fall on an employee's day off, the employee will not be entitled to overtime or compensatory time for scheduling his/her vacation days. Extensions shall be granted by the Director or their designee because of an unforeseen circumstance. Once an employee's day is over, that employee may not make any changes to his or her vacation leave requests until December 1st, when holidays will be granted on a first-come first-serve basis. Normally, an individual's vacation request

shall be granted unless such request would cause staffing levels to drop below minimum staffing levels. If the shift is normally staffed at minimum level, one person shall be granted their vacation request. The vacation schedule shall cover the period from January 1 to December 31.

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

BONUS LEAVE

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

VACATION SCHEDULE

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

ARTICLE 7 SENIORITY

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

7.2 Seniority shall prevail in the preference of days off, vacations and holidays. In the interest of public safety, shift assignments will be made by the Department, based upon

the manpower needs, experience and ability. All requests for shift changes will be given full consideration before a final determination is made. Shift changes shall not be made without first discussing the change with the affected member at least one week prior to the shift change taking place unless mutually agreed upon to occur with less than one weeks notification.

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

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

Employees who are bumped to a lower classification (listed in this CBA) as the result of a layoff shall have first right to return to their former classification before any other employees are promoted to that classification. This provision shall apply to any employee promoted from the classification of corrections officer to corrections sergeant who currently holds such a rank, so long as there is an approved and available full-time position. The sergeant in such a situation shall have the right to bump back to a corrections officer position and he/she shall maintain their current seniority date for bidding purposes.

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

The County and the Guild have a disagreement about the language in Section 7.3 and its meaning. The Guild's position is that Section 7.3 is a waiver of rights and it has not consented to any such waiver or its continuation in the current agreement. The County disagrees with the Guild's position. Both parties retain any and all arguments and positions on the issue that the Guild has raised regarding the language in Section 7.3 and its meaning. The language in Section 7.3 will comply with the final outcome of all litigation (including all appeals) concerning the issues the Guild has raised regarding Section 7.3, including without limitation litigation involving Cowlitz County, Kitsap

County and Washington State Ferries. Neither the County nor the Guild give up any right to pursue any legal action, including without limitation all litigation and appeals, regarding this issue.

ARTICLE 8 SICK LEAVE

8.1 It is the intent of both parties to be in compliance with the Washington Paid Sick Leave Law, but in no event will the sick leave provisions be less than the following:

Sick leave is granted at the rate of one working day (eight hours) for each completed month of service and is credited to the employees account on the last day of the month and at the end of each calendar year any unused paid sick leave balances up to 1,200 hours will carry over to the following year. For example if you have 1,208 hours December 31, 2018 including your December accrual, effective January 1, 2019 your balance will be 1,200 hours or if you have 1,150 hours December 31, 2018 including your December accrual, effective January 1, 2019 your balance will be 1,150 hours.

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

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

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

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

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

- A. Illness or injury which incapacitates the employee to the extent that he is unable to perform his work. Pregnancy shall be treated in the same fashion as a temporary disability.
- B. Exposure to contagious disease such as would jeopardize the health of fellow workers or the public as determined by the County Health Officer or the County Health Officer may delegate such duty to his Registered Nurse Physician Assistant.
- C. Preventative care such as medical, dental, or optical appointments and/or treatments
- D. Care of a family member with an illness, injury, health condition and/or preventative care such as a medical/dental/optical appointment.

“Immediate family” includes only persons related by blood or marriage or legal adoption such as wife, husband, parent, grandparent, brother, sister, child (including adopted children and foster children, a stepchild, a legal ward or a child of person standing in loco parentis) or grandchild of an employee, but not aunt, uncle, cousin, niece or nephew unless living in the employee’s household.

- E. Closure of the employee’s place of business or child’s school/place of care by order of a public official for any health-related reasons;
- F. If the employee or the employee’s family member is a victim of domestic violence, sexual assault, or stalking as defined by the domestic violence leave act, RCW 49.76.

- 8.5 Payment for sick leave will be made only when approved by the appointing power. Employees are allowed to use paid sick leave in increments of tenths of an hour. One tenth hour equals 6 minutes.
- 8.6 At the employee's option, vacation leave may be used as sick leave, only if the employee makes the request in writing the first work day the employee is back at work in the Jail. The written request must be to the Captain or their designee and the employee must have had a zero balance of sick leave on the date that is being requested to be changed from sick leave to vacation leave. Sick leave may not be used as vacation leave.
- 8.7 An employee receiving industrial insurance time-loss payments may use vacation leave or sick leave during the period covered, provided the combined compensation cannot exceed the employee's base rate of pay.
- 8.8 Doctor’s certificate of illness may be required by the Employer when he/she is absent because of illness or injury more than three (3) consecutive days, unless it is an unreasonable burden upon the employee.
- 8.9 An employee separated from County service due to death, retirement, or termination short of retirement age shall be compensated to the extent of fifty (50%) percent of his accumulated sick leave.

ARTICLE 9 LEAVE

9.1 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 employee’s 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 employee’s 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. If an employee and employee's spouse both work for the County they are entitled to a combined total of twelve (12) work weeks of FMLA leave for the birth or placement of a child or to care for a parent or a child with a serious health condition.
- E. Employees who know in advance that they will need to use FMLA leave shall obtain, complete and return a Request for Leave Form to Human Resources thirty (30) calendar days before the leave is to commence. When the need is not foreseeable thirty (30) calendar days before it is to commence the employee will give the employer notice of his/her intent to take FMLA leave as soon as practicable after the employee learns of the need for the leave. In case of an emergency, the employee or a responsible person must call the Human Resources Department to make the request, and must fill out a Request For Leave Form as soon as possible. Any request for an extension of FMLA leave must be made by the employee before the initial leave expires.
- F. Employees who request FMLA leave because of their own serious health condition or the serious health condition of their spouse, parent, or child must obtain a certification that the serious health condition exists from a health care provider. Forms can be obtained from Human Resources. The certification must be returned no later than fifteen (15) days after the County requests certification. The County reserves the right to request a second opinion from a health care provider of their choice at County expense. If there is disagreement between the employee's health care provider and the County's health care provider, the employee and the County shall choose a third health care provider (at County's expense) whose opinion shall be binding on both the County and the employee. Failure by the employee to cooperate in the selection of a third health care provider shall result in the second health care provider's opinion to be final and binding.

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

- G. Employees are entitled to intermittent or reduced schedule leave for their own serious health condition or the serious health condition of their child, spouse or parent if a health care provider certifies that the intermittent or reduced schedule is medically necessary. The provisions for second and third health care provider opinions are the same as stated in subsection F above. The County may temporarily transfer employees on intermittent or reduced schedule leave to another job without reducing pay or benefits.

- H. If an employee has accrued sick leave they must use that sick leave concurrent with FMLA leave.
 - I. The County will continue to pay their share of the health insurance premiums for the duration of the FMLA leave if the employee is enrolled in the County's plan immediately prior to the FMLA leave. The employee is required to pay their share of the premium. If an employee does not return to work from FMLA leave he/she must reimburse the County for the payments made during the leave.
 - J. Employees on vacation or sick leave during FMLA leave will continue to accrue vacation, sick leave and holidays if they occur during the leave and they will continue to accrue seniority. If the leave is unpaid the employee will not accrue vacation, sick leave or holidays that occur during the leave nor will they accrue seniority. Bonus days will continue to accrue if the leave is for disability reasons and anniversary date for vacation accrual will not be affected. Bonus days will not continue if the leave is for non disability reasons and the anniversary date will be moved forward equal to the duration of the leave.
 - K. If an employee accepts other employment or becomes self-employed during the leave the leave will be canceled.
 - L. Employees returning from leave shall be reinstated to their former job or a job with equal pay and benefits and working conditions, provided an employee shall have no greater right to a job when they return than if they had continued working during the leave period.
- 9.2 Washington Paid Family and Medical Leave – Beginning January 1, 2020, the State of Washington through the Employment Security Department will collect a premium based on the 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.

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.

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

- 9.3 Leave of absence without pay may be granted at the discretion of the employer.
- 9.4 Requests for leave of absence without pay must be submitted in writing and approved by the employer in advance of the effective date.
- 9.5 An employee on leave of absence without pay shall not be eligible for accrual of sick leave, vacation, holiday pay or seniority. The seniority date shall be moved forward in

the amount equal to the duration of the leave. On return from leave of absence, an employee shall be eligible for the first available position within the employee's classification for which the employee is qualified. Returning employees shall have no right to displace an employee who has attained seniority.

- 9.6 While on such leave of absence without pay, an employee shall not be eligible for employer payment of medical insurance.
- 9.7 An employee failing to return to work upon expiration of the leave of absence may be terminated from employment with the employer.
- 9.8 New Hire Exception – The Employer may approve unpaid vacation leave prior to hire which would not affect the leave benefit accruals, seniority, or employer share of health premiums. This pre-approved leave will not count against minimum staffing levels.

ARTICLE 10 SICK LEAVE/VACATION TRANSFER PROGRAM

1. Applicability

All Corrections Officers who are eligible to accrue sick leave or vacation are eligible to participate as a recipient or donor in the sick leave/vacation transfer program subject to the provisions outlined in paragraphs 9 and 10 of this policy.

2. Purpose

To permit Corrections Officers to donate sick leave or vacation leave including bonus hours (floating holidays may not be donated) to another employee who is, or whose child is, or whose spouse is, or whose parent is suffering from an illness, injury, impairment, or physical or mental condition requiring the presence of the employee and such condition has caused or is likely to cause the receiving employee to go on leave without pay for more than five working days or to leave County employment.

3. Recipient request and approval

An employee (or an employee's family member if the employee is physically or mentally incapable) 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. Send a copy to Human Resources.

4. 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. Send a copy to Human Resources.

5. 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 personnel 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 what so ever.

6. 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.

7. 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. The donor donates it at his rate of pay and the recipient uses it at his rate of pay.

8. Use of donated sick leave/vacation

A recipient may use donated sick leave/vacation as described in section 2 above 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.

9. Eligible recipient

A Corrections Officer may receive sick leave/vacation from another eligible employee under the following conditions:

The Corrections Officer has been employed by Cowlitz County for a minimum of six consecutive months.

The Corrections Officer has exhausted all of his/her accrued sick leave and vacation (regular and bonus hours) and floating holiday.

The Corrections Officer is not receiving or eligible to receive Workers Compensation or other disability income financed in whole or in part by the County.

The Corrections Officer, or the Corrections Officer's child, the Corrections Officer's spouse, or the Corrections Officer's parent is suffering from an illness, injury, impairment, or mental or physical condition requiring the presence of the Corrections Officer and such condition has caused or is likely to cause the Corrections Officer to go on leave without pay or to leave County employment.

The appointing authority has received satisfactory evidence from a qualified medical authority that the physical or mental condition exists.

ARTICLE 11 UNIFORMS AND CLEANING

- 11.1 For any Corrections Officer, the County shall furnish such items of equipment or apparel deemed necessary by the Director of Corrections (itemized in Appendix B). Such uniforms and/or clothing shall be replaced on the basis of fair wear and tear when such items are returned to the Employer. Corrections Officers shall receive an annual three hundred dollar (\$300.00) cleaning allowance to be paid on the first paycheck in July.
- 11.2 In the event an employee leaves the Department, all uniforms and equipment purchased by the County shall be returned to the County. The burden of proof as to who purchased the items shall be on the County.
- 11.3 Employees agree to maintain all clothing, uniforms or equipment in good condition and not to subject such items to abuse not required in line of duty.
- 11.4 All uniform and equipment purchases must be from vendors approved by the Director of Corrections or their designee.

ARTICLE 12 EQUIPMENT

- 12.1 Employees shall not be required to operate unsafe or mechanically unsound equipment. The County shall make every effort to repair any unsound or unsafe equipment as soon as feasibly possible.

ARTICLE 13 PROGRESSIVE DISCIPLINE

- 13.1 The Director of Corrections or his designee may only discipline or discharge any employee subject to this agreement for just cause, except for those on probation.
- 13.2 Disciplinary actions may include but are not limited to the following: Oral warning, written warning, transfer, demotion, paid or unpaid suspension, loss of privileges, final warning or probation (with or without suspension) and discharge. Causes of a serious nature including but not limited to conviction of a felony or acts of moral turpitude may be causes for immediate suspension without pay or termination.

- 13.2.1 Oral warnings shall be defined as those occasions in which the Director or designee provides corrective guidance to an employee for misconduct, unsatisfactory work, or the like, and which are designated by the Department Head or designee as an oral reprimand. Notations of oral warnings shall be maintained in the supervisors' file, not in the personnel file.
- 13.2.2 Written warnings, when issued by the Supervisor will set forth the cause of the written warning. Written warnings will be placed in the employee's personnel file.
- 13.2.3 Suspension and Termination – If suspension or termination is being considered, the Employer will provide the employee and the guild representative a “Notice of Potential Discipline”. The Employer will give the employee a minimum of three (3) working days to respond to the notice of potential discipline in writing, which will be reasonably extended if the Guild requests a copy of the investigatory file. After the Employer receives the Employee's notice of potential discipline response the Employer will review all the information and determine whether discipline is appropriate. If the Employer determines discipline is appropriate, the Employer will prepare a written document outlining the reason(s) for the discipline and the actual discipline and distribute the written document to the employee and the guild representative. If the employee does not respond in writing to the notice of potential discipline within the stated time lines, the Employer will discipline the employee based on the information the Employer has obtained.

13.3 INTERNAL INVESTIGATIONS

- 13.3.1 In matters related to investigations of an employee's job performance, the following guidelines may be followed.
- 13.3.2 At least 4 hours before an investigatory interview, unless waived by the employee, Cowlitz County shall inform the employee of the nature of the issue.
- 13.3.3 Any investigatory interview of an employee, when appropriate, will be at a reasonable time, preferably when the employee is on duty, unless Cowlitz County determines otherwise.
- 13.3.4 Any investigatory interview shall take place at the Cowlitz County Jail or HR Department, unless Cowlitz County determines otherwise. The employee shall be afforded an opportunity to contact and consult privately with a Guild representative, and to request a Guild representative be present during the interview, all according to the terms of the *Weingarten* decision.
- 13.3.5 The questioning shall be reasonable in length and the employee shall be entitled to reasonable breaks, both of which shall be determined by Cowlitz County.
- 13.3.6 The employee shall be interviewed in a professional manner.
- 13.3.7 Cowlitz County shall provide the Guild with the status of the investigation after ninety (90) calendar days from the first investigatory interview conducted by Cowlitz County, when requested.

ARTICLE 14 GRIEVANCE PROCEDURE

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

STEP 1 - Any dispute must be taken up between the designated representative of the Director of Corrections, the employee and the Shop Steward within fifteen (15) business days (Monday through Friday excluding designated holidays as set forth in Article 5.1 above) after knowledge of occurrence of grievance. The grievance must include the following information:

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

The designated representative of the Director of Corrections may respond in writing to the grievance within fifteen (15) business days after the grievance is communicated to him/her.

STEP 2 - If no agreement is reached at step 1, the Guild, within fifteen (15) business days after receiving the grievance response of the designated representative of the Director of Corrections, may request the Director of Corrections to meet with the Guild and the grievant(s) to attempt to settle the dispute. The Director of Corrections may respond within fifteen (15) business days after the Step 2 meeting.

STEP 3 - If no agreement is reached at step 2 The Guild within fifteen (15) business days, may submit the dispute in writing to the Cowlitz County Commissioners and the Human Resources Director. The parties will work together to find a mutually agreeable date as soon as possible to present the grievance to the Commissioners. The Commissioners will then respond to the grievance in writing within fifteen (15) business days after the step 3 hearing.

STEP 4 - If the dispute is not resolved at step 3, the Guild within fifteen 15 business days after the Commissioners response may appeal the dispute to an arbitrator. The 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 seven (7) calendar days of the date of the Guild request to refer the grievance to arbitration, disciplinary grievances shall be submitted to PERC to assign an arbitrator from the Law Enforcement Arbitrator Roster per RCW 41.58.070. Disciplinary grievances are defined as a dispute or disagreement regarding any disciplinary action, discharge, or termination decision arising under the Collective Bargaining Agreement. For non-disciplinary grievances, a request shall be submitted for a panel of nine (9) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon from the Federal Mediation & Conciliation Service. Within ten (10) business days of receiving the list, the parties will alternately strike names from the list, with the moving party to strike the first name, until one name remains, and he/she shall serve as arbitrator. Either party

may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

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

Each party will pay one-half (1/2) of any fee to obtain the arbitration panel, but will bear its own costs and expenses in any such arbitration proceeding. The cost of the arbitrator's services shall be borne equally by the employer and the Guild. The cost of all reporting and transcript fees shall be the responsibility of the party making the request unless the other party requests the opportunity to inspect and/or use the transcript for any purpose other than confirming its accuracy, in which event the cost shall be equally divided.

Exclusive Remedy. It is specifically understood and agreed that the grievance procedure established in this Article 14 is the exclusive procedure for use by all bargaining unit employees and the 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.

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.

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 Step1 any and all time limits specified above may be waived by mutual consent of the parties involved.

ARTICLE 15 HEALTH AND WELFARE

15.1 The County shall make available health insurance plans. The premium contributions shall be based on a 95%/5% split of the increases or decreases (if any) in Plan O premiums based on the prior plan year as compared to the new plan year, rounded to the nearest \$5.00. The County will be responsible for 95% of Plan O increases or decreases and the employees will be responsible for 5% of any increases or decreases in Plan O for each plan year. Those amounts will be added to (or subtracted from if there is a plan decrease) the employer and employee dollar contributions from the prior plan year. Plan O includes the full family insurance package for Kaiser 250 and Washington Dental. As an illustrative example of this formula, if during the base year the County is paying \$1,000 a month for premiums and the plan goes up \$100, the County will pay an

additional \$95 for a total of \$1,095 a month. If, under this example, premiums go down \$100, then the County shall reduce its monthly contribution by \$95, for a total of \$905.

- 15.2 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.
- 15.3 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 relating to claims and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims/or coverage are not grievable by the Guild and/or the employee.

ARTICLE 16 BEREAVEMENT LEAVE

- 16.1 Immediate Family. Upon the death of an “immediate family” member, employees will be allowed up to twenty-four (24) hours off with pay to grieve, assist in making arrangements and attend the services. “Immediate family” means spouse, parent, grandparent, brother, sister, in-laws, child (including adopted children), grandchild, aunt, uncle, niece or nephew, or any other person related by blood or marriage regularly residing in the employee’s household at the time of death. Employees who require additional time off may request personal leave.
- 16.2 Other Relatives/Friends. Upon the death of other relatives or friends, employees will be allowed up to one (1) unpaid day of bereavement leave to attend the funeral or services or one day from leave that is available at the time of the funeral or service; vacation, floater or compensatory time.
- 16.3 Pay and Benefit. If an employee is on vacation leave, the employee may change his vacation leave to bereavement leave. Employees granted bereavement leave under Section 16.1 may additionally use any earned floating holiday time and then any remaining earned vacation time. Pay will be based upon the straight-time hours of work (at the employee’s regular base wage rate) actually scheduled and missed as a result of the bereavement.

ARTICLE 17 SALARIES

- 17.1 Effective on the date of ratification, all employees shall be paid in accordance with Part 1 of Salary Appendix A of this contract. No employee's rate of pay shall exceed the maximum exhibited in the schedule on Appendix A of this contract for the classification to which the employee is assigned. All salaries are computed based on a Two Thousand Eighty (2080) hour year.

17.1.1 Step Advancement: Upon twelve (12) months consecutive service with the Employer in a designated classification, a Step 1 employee shall be placed on Step 2. Upon completion of twenty-four (24) months consecutive service with the Employer in a designated classification, a Step 2 employee shall be placed on Step 3. Upon completion of thirty-six (36) months consecutive service with the Employer in a designated classification, a Step 3 employee shall be placed on Step 4. Upon completion of forty-eight (48) months consecutive service with the Employer in a designated classification, a Step 4 employee shall be placed on Step 5. If an employee is hired on the first day of the month, the step increase takes effect on the first day of the month upon becoming eligible for the step increase. For any employee hired after the first day of the month, the step increase takes place on the first day of the month in the month immediately preceding when the employee becomes eligible for the step increase. **Non firearms qualified corrections officers that have been approved by the department to be non-firearms qualified cannot move beyond step 4.**

17.2 New employees who are not lateral entry employees shall start at step one of their respective classification and shall advance to the next higher step on the first day of the month closest to their anniversary date provided they achieve and maintain the standards set forth in Appendix D.

17.3 Lateral Entry Employees. Qualified lateral entry applicants may be hired providing: (1) their department seniority starts with their first day of employment; (2) the lateral entry is at corrections officer classification only; (3) they qualify as a lateral employee as determined by the Washington State Criminal Justice Training Academy (4) they have received their certification from the Washington State Criminal Justice Training Commission. Lateral employees will have a twelve (12) month probationary period as defined in Article 1.5.

New lateral entry employees who have between one (1) and three (3) years of experience shall start at step 2 of the salary schedule on Appendix A of this contract; those who have between three (3) and six (6) years of experience shall start at step 3 of the salary schedule on Appendix A of this contract; and those who have six (6) or more years of experience shall start at step 4 of the salary schedule on Appendix A of this contract.

NO LATERAL ENTRY EMPLOYEE SHALL HAVE A STARTING SALARY BEYOND STEP 4 OF THE SALARY SCHEDULE ON APPENDIX A OF THIS CONTRACT.

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

17.4 Out of Class Pay. Guild bargaining unit members will be paid for all time worked as OIC's and FTO's (in 6 minute increments), when so assigned (i.e. in the case of OIC's, when a Sgt. hands them the keys and tells them they are in charge, etc.); and also to provide that employees assigned as OIC's and FTO's will be paid a flat one dollar and fifty cents (\$1.50) per hour while working as OIC's and FTO's. If a designated OIC chooses not to accept to work the sergeant's scheduled days off, they can have whatever days off their seniority will allow them, but another officer will be designated OIC for that sergeant.

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

ARTICLE 18 SHIFT WORK

18.1 Regarding Art. 18 and 12-hour shift MOU; bargaining unit members will receive seventy-five cents (\$0.75) shift differential pay for hours worked 1800 hours to 0600 hours.

ARTICLE 19 NON-DISCRIMINATION

19.1 The Employer and the Guild agree not to discriminate against any employee because of race, religion, creed, color, national origin, marital status, sex, age, political affiliation, Guild membership and Guild related activities, or because of disabled or developmentally delayed status.

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

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

ARTICLE 20 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.

ARTICLE 21 DURATION OF AGREEMENT

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

ARTICLE 22 WAIVER CLAUSE

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

specifically referred to or covered in this Contract.

ARTICLE 23 GUILD BUSINESS

23.1 Negotiating Committee – The Guild may select from its members a committee of three (3) plus the President to serve with representatives in negotiating with the Employer. Negotiations shall be conducted at mutually agreed times and places.

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

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

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

ARTICLE 24 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:

- a. the change is made to standardize payroll dates for all employees
- b. there will remain at a minimum of two payroll dates per month
- c. the employer shall give employees as much notice as possible, but no less than 30 days.

SIGNED this 23rd day of April 2024

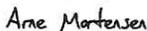
COWLITZ COUNTY CORRECTIONS
EMPLOYEES GUILD

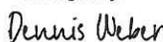
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Eric Schippers, President

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

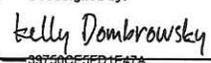
DocuSigned by:

Richard R. Dahl, Chairman

DocuSigned by:

Arne Mortensen, Commissioner

DocuSigned by:

Dennis P. Weber, Commissioner

ATTEST:

DocuSigned by:

Kelly Dombrowsky
Clerk of the Board

DocuSigned by:


**APPENDIX A
CORRECTIONS OFFICERS GUILD
AND
COWLITZ COUNTY CORRECTIONS DEPARTMENT
SALARY SCHEDULE**

Firearms qualification is incorporated into base pay in salary schedules below.

Effective January 1, 2024

STEPS	1	2	3	4	5
Corrections Officer	5,311.72	5,503.45	5,715.27	5,917.71	6,144.29

Effective January 1, 2024, all classifications listed in Appendix A have been increased by 10%.

Effective January 1, 2025

STEPS	1	2	3	4	5
Corrections Officer	5,630.42	5,833.66	6,058.19	6,272.77	6,512.95

Effective January 1, 2025, all classifications listed in Appendix A have been increased by 6%.

Effective January 1, 2026

STEPS	1	2	3	4	5
Corrections Officer	5,855.64	6,067.01	6,300.52	6,523.68	6,773.47

Effective January 1, 2026, all classifications listed in Appendix A have been increased by 4%.

LONGEVITY PAY

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

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

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

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

BILINGUAL INCENTIVE PAY

All officers who are bilingual Spanish, Russian, Chuukese, or American Sign Language proficient shall have added to their base pay One per cent (1%). Proficiency shall be determined by satisfactorily passing a test selected by the County. The employee shall pay the test fee (currently \$55.00). Retaking the test is limited to once every 6 months. Employees must be recertified to retain the 1% bilingual pay by successfully passing the test once every three years. The County will pay the test fee for recertification.

APPENDIX B
CORRECTIONS OFFICERS GUILD

- 2 shirts (wash and wear) with all patches, badges, and names
- 1 long sleeve shirt with patches
- 1 metal name plate
- 1 metal badge
- 2 polo shirts (wash and wear) with badges and names
- 2 pair pants (wash and wear)
- 1 pair dress pants
- 1 heavy winter coat
- 1 fleece jacket
- 1 dress belt
- 1 pair footwear
- 1 cuff case
- 1 pair handcuffs
- 1 key holder
- 1 O/C holder
- 1 can of O/C (once certified)
- 1 2-way radio with holder
- 1 ear piece or mic
- 1 suicide knife with holder
- 1 CPR mask (once certified)
- 1 duty belt
- 1 set belt keepers
- 1 flashlight with holder
- Class A shoes
- Narcan holder and Narcan

Personnel who are firearms qualified shall be issued the following;

Gun belt, handcuff case, key holder

Magazine holder

1 Ballistic Vest – external or under uniform as preferred by individual employee. Replacement of external vest will be determined by the Department but no sooner than 3 years from date of purchase for normal wear and tear.

1 set belt keepers

APPENDIX C CORRECTIONS OFFICERS

- All guns bought for duty must be from a major manufacturer (e.g. Kimber, Smith & Wesson, Springfield Armory, Para Ordinance, Glock, Colt, FNH, H&K, Sig Sauer)
- 9mm, 40 Cal or 45 ACP only
- All weapons must be semi-auto. No revolvers.
- All weapons factory specs. No customization (after market grips ok). No compensated weapons.
- Must have the following requirements: Minimum of a four (4) inch barrel. No more than a five (5) inch barrel.
- Must have a minimum trigger pull of five (5) lbs.
- Minimum of seven (7) round magazine. No more than twenty-one (21) rounds in a magazine.
- Any magazine with a capacity of less than ten (10) rounds, the officer will need to have a total of five (5) magazines for duty use.
- No custom colors (e.g. pink, red, blue, gold). Standard black, silver, tan, or OD green, or a combination of any of the three.
- Laser sights need to be approved by the administration prior to installation.

**Supplemental Agreement
Between Cowlitz County
And
Cowlitz County Corrections Guild
12 Hour Shifts and 28 Day Work Periods**

The parties to this Supplemental Agreement – Corrections Officers – 12 Hour Shifts and 28 day Work Periods (“Agreement”) are Cowlitz County and Cowlitz County Corrections Guild.

Either party may initiate an evaluation of this schedule, if that party determines that there are insufficient personnel available to properly staff the shifts, and to properly utilize sick leave, vacation and other accrued leaves, or if this schedule imposes undue financial or other burdens on a party. The parties will meet and consult in an effort to correct the problem(s) or develop an alternative work schedule within forty-five (45) days. The parties may mutually agree to end the consultation, and immediately return to workweek set forth in the Collective Bargaining Agreement at Article 3, Section 3.1. Should other issues arise and remain unresolved, the parties may mutually agree at any time to undergo further consultation concerning this schedule.

For purposes of this Agreement, the work period for Corrections Officers who are assigned to a 12 hour shift shall consist of 28 days beginning January 1st, 2012.

Article 3, 3.1

3.1a For purposes of this Agreement, the parties understand and agree that Cowlitz County Corrections Officers qualify for the exemption under section subsection 7 (k) of the federal Fair Labor Standards Act (“FLSA”) and 29 CFR § 553.201 as law enforcement personnel, specifically as “security personnel in correctional institutions.” If at any time during the term of this Agreement, the Corrections Officers are found by a competent court or agency not to be eligible under Section 7(k), or either party informs the other party of its reasonable belief that the Corrections Officers may no longer be eligible under Section 7(k), all Corrections Officers who are then working a 12 hour shift/28 day work period shall revert as soon as practicable to a schedule of eight hour shifts worked on five consecutive days followed by two consecutive days off.

3.1b For the Corrections Officers working 12-hour shifts, a 12-hour shift/28-day work period shall be utilized for the duration of this Agreement. The work schedule shall consist of three (3) or four (4) twelve hour shifts to be worked during a calendar week, and eligibility for overtime pay, if any, shall be determined based on a 28 day work period as provided by FLSA § 7(k), with the exception that overtime shall be paid for hours in excess of 160 worked during any 28 day work period. Overtime also shall be paid for any time worked in excess of a regularly scheduled 12-hour shift.

Twelve-hour shifts shall be bid by seniority whenever possible.

The parties anticipate the following schedule based on a 28-day work period:

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

3.1c Employees assigned to a 12-hour schedule will be credited with one twelve (12) hour Kelly day in each twenty-eight (28) day work period cycle. This time will be credited to each employee's balance at the end of the twenty-eight (28) day work period. All Kelly days will be scheduled prior to the opening of the vacation window period for the following year. Scheduling of Kelly days will be done by seniority per team.

3.1d Employees will be scheduled to work four (4) hours, as determined by the department, in each 28-day work period. Supervisors will notify employees of their scheduled 4-hours of work at least 10 calendar days in advance. This four-hour block of work is a part of the normal work schedule. Leave banks may be accessed to take this work time off, unless the work is designated as mandatory.

Employees on 12-hour shifts shall be allowed two one-half (1/2) hour meal breaks. The first meal break shall begin no less than four hours, nor more than five hours, after the beginning of the shift. The second meal break shall begin no less than four hours, nor more than five hours, after the end of the first meal break. Meal breaks shall be taken as workload permits; however, if not taken, no overtime shall be paid.

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

3.2 Employees who earn overtime may elect to accrue such time as compensatory time off. An employee cannot accrue more than a total of sixty (60) hours of compensatory time in any calendar year.

Year End Lottery Day

For bookkeeping and auditing reasons the Employer is required to close out its annual fiscal responsibility on December 31st of each calendar year and the last twenty-eight (28) day cycle leaves one (1), or two (2) days (in a leap year) remaining each year.

To ensure that all employees' interests are protected, and to facilitate the commencement of a 28-day cycle on January 1 of each new calendar year, thus allowing the employer to close out the ending of the calendar year in accordance with accounting requirements, the following will take place:

A new twenty eight (28) day cycle shall commence on January 1, of each successive calendar year.

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

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

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

Overtime shall be computed for the aforementioned days based upon all hours worked in excess of twelve (12) hours in a workday.

Employees who are off duty on the aforementioned days shall not be debited sick, vacation, compensatory time, or other leave.

Article 18 - Shift Work

All employees working 12 hour shifts who work between the hours of 1800 and 0600 shall be paid sixty cents (\$0.75) per hour in addition to their regular salary.

Article 6 Vacation

For Corrections Officers who are working a 12-hour shift under this Agreement, vacation and sick leave accrual shall continue to accrue at the rate of 8 hours per month. Bonus vacation hours shall continue to accrue per the collective bargaining agreement. To take a full shift off, 12 hours of appropriate leave must be used.

Vacation will be granted with the same guidelines as current practice.

If a vacation day causes a force it will not be approved if it was requested on short notice, (24 hours).

Article 8 Sick Leave

For Corrections Officers who are working a 12-hour shift under this Agreement, sick leave accrual shall continue to accrue at the rate of 8 hours per month.

Article 5 Holidays

For Officers who are working a 12 hour shift under this agreement, holiday leave accrual shall continue to accrue at the rate of 8 hours per month.

Holiday hours will be from 0600-0600 beginning at 0600 on the day of the holiday. If your shift starts on the holiday, then your entire shift counts as the holiday. (Example- July 4th holiday will begin at 0600 on the 4th and end at 0600 on the 5th.)

You may request the entire shift off, but must utilize comp and/or vacation time to cover the extra 4 hours. Since minimum staffing changes at 0000hrs, we will potentially have extra bodies for those 6 hours. We will not be forcing people off for those hours, but if extra people request it off we will only fill up to minimum staffing for those 6 hours; meaning the overtime would be for 1800-0000, not 1800-0600.

Officers who are regularly assigned to work 12 hours on a holiday will be compensated for at a rate of time and one half pay or compensatory time off for up to 8 hours and straight time for any additional hours. Officers who are on a regularly scheduled day off on a holiday will be compensated an additional 8 hours of pay at straight time or compensatory time.

For those officers who are working 12 hour shifts, working/requesting off holidays will be done based on seniority within each team.

Officers who remain on 8 hour schedules will be forced off all holidays; however, if overtime is needed on a holiday, those officers working 8 hour shifts will be offered the opportunity to work the holiday based on seniority. If they accept an overtime, their overtime card will be moved.

Article 16

Employees shall be allowed up to 24 (twenty-four) hours of bereavement leave. Bereavement leave shall be granted per Article 16 of the collective bargaining agreement.

Floating Holiday

All officers will earn two-8 hours of floating holiday time. The floating holidays may be taken at any time after an employee has completed 6 full months of employment and when mutually agreed upon between the employee and the supervisor. For officers working 12 hour shifts, 4 hours of vacation or 4 hours of compensatory time may be used to ensure a full shift off.

Overtime

Corrections Officers may work up to eighteen (18) hours consecutively and must have at least six hours off between shifts.

Overtimes will not be called for specific positions, unless there is a need for a specific qualification, i.e. booking. Officers will be called and asked if they would like to work for a specific timeframe. They will then be allowed to work wherever they choose, so long as that

position is available.

Officers are allowed to accept overtime on a shift that they have already scheduled a Kelly day.

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

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

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

Trials- Will be called out of the armed box for the duration of the trial for that day. If unsuccessful in filling the trial overtime assignment, we will then re-assign an officer and the overtime will be called following the aforementioned guidelines.

Hospital overtimes will be considered 12 hour overtimes. We will first attempt to fill the overtime as a 12 hour shift from the armed box. If no one wants it, it will be offered as two 6 hour spots to anyone that stated they would be interested in it as a smaller increment when it was originally called for. If no one takes the 6 hour spots then a 12 hour person will be re-assigned from the floor and the floor position(s) will be filled.

Hospital duties, that require an Officer to travel outside of Cowlitz County, will be considered 12 hour overtimes in addition to travel time. We will first attempt to fill the overtime as a 12 hour shift from the armed box. If no one wants it, then a 12 hour person will be re-assigned from the floor and the floor position will be filled, **from the armed box**, using the same criteria as previously mentioned.

Early Call-ins/Holdovers

There may be times where there is overtime from 0600-0800hrs. These would be holdovers for the night shift and early call-ins for the dayshift eight hour employees. These would be called for by going through the overtime box and calling both shifts in order of their cards.

Multiple holdovers or early call-ins may be called for, in advance, of up to 3 calendar days. Example: If today was the 16th, the holdover or early call-in could be called up to the 19th. Holdovers and early call-ins do not affect movement of the overtime call-out card, and therefore it is conceivable that the same officer may accept all the holdovers and early call-ins up to 3 calendar days at a time.

Forced Overtime

Forces will continue to be done from the off going shift; this includes 8 hour shift assignments. Because some officers will have already worked 12 hours, two officers will need to be forced for 6 hours each to cover a 12 hour shift, this includes those that have already worked an 8 hour position. The first officer in the force box will be given the choice of which 6 hours he/she wants. The second officer in the box will be forced for the remaining 6 hours. If an officer is going into a scheduled time off (vacation, floater, holiday, comp time) other than their normal weekend, every effort should be made not to assign that officer(s) forced overtime. This would include any weekend that is attached to a scheduled time off. Corrections Officers who remain on an 8-hour per day, 40-hour per week schedule during the terms of this Agreement shall not be affected by this Agreement and shall remain under the provisions of the current collective bargaining agreement, with the exception of what is specified in the agreement.

Termination of Agreement

The Cowlitz County Corrections Department and the Cowlitz County Corrections Guild, hereby reserves the right to unilaterally discontinue this practice at any time for any reason.

If discontinued, the Corrections Officers will revert back to the 8 hour shift schedule that was worked prior to this Letter of Understanding.

Cowlitz County

DocuSigned by:
By Richard Dahl
0A87699B47B54F5...
Title Board of Commissioners Chairman
Date 4/23/2024

Cowlitz County Corrections Guild

By [Signature]
Title GUILD PRESIDENT
Date 4/30/24

**Memorandum of Understanding
between
Cowlitz County and Cowlitz County Corrections Officers Guild for Long Term
Care**

This agreement is between Cowlitz County and Cowlitz County Corrections Officers 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 1733 allows for an "Exempt Employee" and that employee must demonstrate the listed exemption to the Employment Security Department to obtain the exemption letter. 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. However the County reserves the right to start, stop, or change the vendor or the payroll deduction upon written notice to the Bargaining Representative.

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 4/23/2024
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Date

DocuSigned by:
Arne Mortensen 4/23/2024
50C0340DDE244E6...
Date

DocuSigned by:
Dennis Weber 4/23/2024
9959C1D2F93B41D...
Date

FOR THE GUILD

 4/30/24
Date

Date

Date