

**AGREEMENT**

**BETWEEN**

**JACKSON COUNTY SHERIFF'S EMPLOYEES' ASSOCIATION**

**AND**

**JACKSON COUNTY, OREGON**

Expires: June 30, 2008

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## **AGREEMENT**

Between Jackson County, Oregon and the Jackson County Sheriffs Employees Association.

### **PREAMBLE**

This Agreement is entered into by the Board of Commissioners for Jackson County, Oregon, and the Jackson County Sheriff, hereafter referred to as the "County," jointly on behalf of Jackson County and the Jackson County Sheriffs Employees Association representing certain employees within the Sheriff's Office of Jackson County, Medford, Oregon, hereafter referred to as "Association."

The purpose of the Agreement is to set forth those matters pertaining to the rates of pay, hours of work, working conditions, fringe benefits, and other conditions of employment. It is understood and agreed that there is a division of responsibility between the Board of Commissioners and the Sheriff of Jackson County, Oregon, in the administration of the County, as provided by Oregon Revised Statutes, and that the following articles, or portions thereof, are the responsibility of the Board or the Sheriff, in accordance with such statutes.

As used in the Agreement, "department" means the Jackson County Sheriff's Office.

The parties agree:

### **ARTICLE 1 - RECOGNITION**

#### **1.1 Exclusive Bargaining Agent.**

The Board and the Sheriff, collectively referred to as the County, recognize the Association as the sole and exclusive bargaining agent for the purpose of negotiating on matters concerning salaries, wages, hours, working conditions, fringe benefits and other employment relations as defined in ORS 243.650(7) for all employees within the department, excluding supervisory, confidential, temporary, seasonal, or irregular part-time (on-call) employees.

#### **1.2 Confidential Employees.**

Confidential employees shall include the secretary to the Sheriff and any division supervisor.

#### **1.3 Temporary Employees.**

A temporary employee shall be any employee working an average of less than forty (40) hours per biweekly pay period. Temporary employees who are employed an average of forty (40) or more hours per biweekly pay period over a period of six consecutive months, will become members of the bargaining unit as of the payroll period next following expiration of such temporary period. A seasonal employee shall be any employee who works 1,040 hours or less in any consecutive six (6) month period. Seasonal employees shall become members of the

bargaining unit after they have worked more than 1,040 hours in a consecutive six (6) month period.

## ARTICLE 2 - MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the employer if the County is to effectively serve the public. Except as specifically abridged in this Agreement or in accordance with the County's bargaining duties and responsibilities under the PECBA, it is recognized that the responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

- A. The determination of the services to be rendered to the citizens served by the County.
- B. The determination of the employer's financial, budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the County establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules or work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

## ARTICLE 3 - HOURS OF WORK

### 3.1 Workday.

3.1(a) Workday Generally. The workday for all employees except as described in section 3.1(b) shall consist of an eight (8) hour day, including meal periods, rest periods, briefing, and training periods.

3.1(b) Workday for Other Personnel. The workday for other personnel shall be as follows:

9 Hour Day

Investigative Personnel

8½ Hour Day

Civil Deputies

3.1(c) Training assignments. The workday for all employees on a full-day training assignment shall be nine (9) hours, with a one hour unpaid lunch.

3.1(d) Workweek. The “workweek” starts on Monday and ends the following Sunday. The workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. The Sheriff also may with the Agreement of the Association, assign employees to an alternative workweek, as provided in Section 3.3 below.

### 3.2 Meal and Rest Periods.

3.2(a) Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees during each half (1/2) shift, which shall be scheduled in accordance with the operating requirements of each employee's duties and shall be considered on-duty time. Records clerks shall be allowed to leave the building during both lunch breaks and rest periods.

3.2(b) Meal Periods for 8 Hour Personnel. The meal period for patrol and corrections officers assigned to an eight (8) hour day shall be thirty (30) minutes in length, which shall be on-duty time.

3.2(c) Meal Periods for Clerical Personnel and Cooks. The meal period for clerical personnel and cooks shall be thirty (30) minutes, all of which shall be on-duty time.

3.2(d) Meal Periods for 9 Hour Personnel. The meal period for employees assigned to nine (9) hour days shall be no more than sixty (60) minutes in length and shall be considered off-duty time.

3.2(e) Meal Periods for 8½ Hour Personnel. The meal period for employees assigned to an eight and one-half (8½) hour day shall be no more than thirty (30) minutes in length and shall be considered off-duty time.

3.2(f) Meal Period for 10 Hour Personnel. The meal period for employees assigned to 10 hour days shall be 30 minutes which shall be on duty time.

### **3.3 Workweek Adjustments.**

Based upon the operating needs of the department, the Sheriff may assign employees to an alternative shift configuration. Such shift changes shall be posted ten (10) days in advance consistent with the provisions of the agreement. If the department adopts an alternative shift configuration, it will negotiate the impact of such with the Association. Institution or discontinuation of a particular shift pattern shall be at the discretion of the Sheriff. In such event no less than ten (10) days notice will be given and an opportunity to bargain concerning the impact of the change will be afforded to the Association prior to implementation of such change.

### **3.4 Overtime.**

Employees shall receive overtime at the rate of time and one-half for all work performed in excess of the work shift rounded to the nearest fifteen (15) minutes.

All overtime shall have prior approval of the Sheriff or his designee. Overtime will not be paid unless the employee has made every reasonable effort to obtain prior authorization from a supervisor.

### **3.5 Work Shift.**

Normally all employees shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. There shall be a regular rotation of shift on multi-shift operations. Employee shifts may be rescheduled to meet the public safety requirements and other emergencies.

### **3.6 Work Schedule.**

Except for emergencies, extraditions and prisoner transportation, work schedules showing the employee's shifts, workdays, work location and hours shall be posted. Changes in an employee's regular work schedule shall be posted ten (10) days prior to the effective date of the change. Temporary changes in employees' regular work schedule to accommodate a training assignment of not more than five (5) workdays, where the County did not receive a ten (10) day notice of the training opportunity, shall not be subject to the posting requirement.

### **3.7 Shift Assignments.**

3.7(a) Shift bidding generally. Employees shall bid shifts and days off based on seniority without regard for gender. Should the County determine that, upon conclusion of the shift bidding process, the operational needs of the department are not being met, the County has the right and the responsibility to reassign bargaining unit members to meet its needs. Such reassignments shall take place before the beginning of the designated quarter and in accordance with subsection 6 of this Article. Such reassignment shall occur in reverse order of seniority. Should additional training or experience be reasonably necessary, and not available on the employee's current shift, that employee's shift and days off may be changed to receive the necessary training or experience. At the conclusion of the training or experience period, the employee will be returned to his previous bid shift. The least senior employee on the corresponding shift may be transferred to accommodate the need to balance shift complements.

3.7(b) Quarterly shift bidding. Employees, except corrections deputies, will bid shifts for three-month periods approximately one (1) month prior to the beginning of the shift rotation. Shift rotation will take place and employees' schedules will change effective the beginning of the workweek in which July 1, October 1, January 1, and April 1 fall during each year. For example, if a shift rotation date (the beginning of a new quarter) falls on a Wednesday, the rotation will take place, and employees will be scheduled to begin working their new shifts, on the preceding Monday.

During the course of a quarter, shift trades may be granted between mutually agreeable employees of the same job classification providing such exchange is not disruptive to the department operation as determined by management. Traded shift assignments shall only affect the fixed work schedule, work days, and regular days off. Previously approved personal leave, compensatory time off, holidays and vacation shall be excluded from the trade.

3.7(c) Shift bidding for corrections deputies. Corrections deputies shall bid shifts, primary work locations, and days off based on seniority. Deputies may elect to remain on a single shift for the full fiscal year or choose any variety of shift changes for the four quarters of the year.

From January 1 – February 28 corrections deputies shall bid for shifts, days off, primary work site location (Medford, Talent, or other County corrections facility), and vacation for the following fiscal year. All positions which have been filled, inclusive of those hired prior to the posting of the bid, shall be included in the bid process. Anyone hired after the posting of the bid may be assigned by the County without regard to seniority until the next annual bid or mini-bid, whichever occurs first. Anyone hired after the posting of the bid, or who returns to the corrections deputy classification from another classification after the posting of the bid shall be offered an annual mini-bid opportunity.

Correction deputies may bid two (2) weeks of the employee's annual accrued vacation during the bid process for vacation preferences for the following fiscal year. The employee may choose to utilize this two (2) week period in blocks of one (1) or two (2) weeks.

If an employee is reassigned by the County under Section 3.7(a) and that new assignment conflicts with a more senior employee's scheduled vacation, the reassigned employee shall retain one-half (1/2) of the employee's scheduled vacation. If no such conflict exists, the reassigned employee shall retain all scheduled vacation.

The County may assign an employee on a temporary basis, not to exceed five (5) days in any calendar month, from the employee's primary work site location to meet minimum staffing or to meet special needs. Nothing in this section will be construed to limit the County's discretion as to filling or continuation of a position.

3.7(d) Section 3.7 will be applied in accordance with the following procedures:

The County will conduct an annual mini-bid for all eligible employees (those who were hired or transferred back to the corrections deputy classification after the annual shift bid) who were not eligible to participate in an annual bid by reason of hire date or classification change as follows:

1. The mini-bid will be scheduled as of the beginning of the next calendar quarter when three (3) or more employees have successfully completed training or returned to the corrections deputy classification.
2. The County will determine all aspects of the mini-bid options and give notice of those details.

**3.8 Shift Change.**

When there is a change in shifts, the following schedule shall be used to determine the number of days off allowed after a given number of consecutive scheduled days for which the employee was paid:

<u>Consecutive Days Paid</u>	<u>8, 8 ½ &amp; 9 Hour Days</u>		<u>10 &amp; 11 Hour Days</u>	
	<u>Regular Days Off</u>	<u>Additional Days</u>	<u>Regular Days Off</u>	<u>Additional Days</u>
1	0	0	0	0
2	1	0	1	0
3	1	0	1	0
4	2	0	3	0
5	2	0	3	1
6	2	1	3	2
7	2	1	3	3
8	2	2	3	3
9	2	2	3	4
10	2	2	3	5

If the County wishes to pay cash at the rate of time and one-half in lieu of granting additional days(s) off, at the beginning of the quarter, the affected employee will be advised that such payment is an employee option. Such payment does not reduce or eliminate the requirement in Section 3.9 to pay overtime.

Additional days off shall be scheduled at the employee's convenience with approval by the employee's supervisor. Should the employee and both affected supervisors agree, additional days off may be granted just prior to shift change. Additional days shall be granted in conjunction with regular days of. At the discretion of the supervisor, four (4) days in a row may be granted.

Time that is otherwise scheduled but unpaid such as suspension or leave without pay shall not count as a consecutive shift for the purpose of this section.

Unused additional days off that an employee does not use by the end of the quarter in which they are earned will be paid for at the rate of time and one-half at the end of the quarter. Employees will not be required to work back-to-back shifts during the shift change period.

### **3.9 Adjusted-Workweek.**

3.9(a) Prisoner Transport and Extraditions. Deputies assigned to prisoner transport and extradition may have their work hours adjusted within the biweekly pay period when they work hours in excess of their regularly scheduled workday. The deputies' hours may be adjusted within the biweekly pay period to maintain eighty (80) hours of work for the biweekly period.

3.9(b) Other Adjusted Schedules. Other deputies who work in excess of their regularly scheduled workday may elect to have their work hours adjusted within the biweekly pay period to maintain eighty (80) hours of work for the biweekly period. Such adjustment shall be within the discretion of the supervisor based on staffing needs.

3.9(c) Overtime for Adjusted Work Schedules. In the event that hours worked in excess of the workday cannot be adjusted, they will be compensated as overtime.

### **3.10 Compensatory Time.**

All accumulated overtime may be taken as compensatory time in lieu of paid compensation for overtime and shall be at the rate of one and one-half (1-1/2) per each hour worked. Employees may accumulate and hold in reserve accumulated compensatory time not to exceed eighty (80) hours. Employees may, subject to the personnel requirements of the department, take compensatory time off consistent with the current compensatory time procedures of the department.

## **ARTICLE 4 - HOLIDAYS**

### **4.1 Holidays.**

4.1(a) Holiday Blocks. In lieu of holidays, each employee shall be assigned ninety-six (96) holiday hours as of July 1 of each year. The employee may elect to use these holiday hours throughout the year at a time mutually agreeable to the division head, or his designee, and the employee. The County will approve or deny a holiday request.

4.1(b) Holidays for Personnel Assigned to Investigations, Property, Civil, Evidence and Court Security. It is understood that investigative, property, evidence, personnel regularly assigned to day shift per Article 15.16, and personnel assigned to civil may use vacation, holiday or comp hours for each holiday recognized by the County throughout the year, on those holidays that the Jackson County Courthouse is customarily closed. Whenever the state courts are closed, court security officers shall take such day off as holiday leave. Should the number of holidays exceed the holidays on which the courthouse is closed, this group of employees may elect to use the additional days throughout the year at a time mutually agreeable to the Sheriff or his designee, and the employee.

### **4.2 Holiday Compensation for Terminated Employees.**

Holiday entitlement is based on one (1) holiday (eight (8) hours) per calendar month. If an employee leaves County service during the year, he shall be paid (or have his final pay adjusted) on the basis of an annual entitlement of one (1) holiday (eight (8) hours) per month. Utilization at the time an employee leaves County service in excess of eight (8) hours times the months of the fiscal year since July 1 will be valued at the employee's current pay rate and that amount shall be withheld from the employee's final paycheck.

### **4.3 Unused Holidays Remaining at June 30.**

Holiday hours remaining on June 30 of each year will be compensated at the employee's regular straight-time rate in effect on that date in the last full paycheck for June.

### **4.4 Leaves Without Pay.**

No employee may earn holiday leave credits during leaves without pay.

## **ARTICLE 5 - VACATION LEAVE**

### **5.1 Accrual.**

A new employee shall accrue vacation time at the rate of one (1) working day for each full calendar month of full-time employment for the first twelve (12) months of service. After the first six (6) months of full-time employment, a new employee may take up to five (5) days of his accrued vacation time.

After the first twelve (12) months of full-time employment, vacation days shall be accumulated at the following rates:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>VACATION EARNED, DAYS PER YEAR</u>
13-36	13
37-60	15
61-120	17
121-180	20
181-240	22
240 – Over	25

### **5.2 Accumulation.**

5.2(a) Maximum Accumulation. The department encourages employees to take their full vacation leave; however, an employee may hold in reserve vacation credits not exceeding twice his applicable annual vacation credit, i.e., an employee with three (3) to five (5) years continuous service may accumulate two hundred forty (240) hours maximum.

5.2(b) Use of Vacation Beyond Accrual Prohibited. An employee may not take vacation in excess of his accrued vacation leave.

5.2(c) Minimum Vacation Use. Employees may take vacation in more than one (1) period, and as little as fifteen (15) minutes at a time, subject to personnel requirements of the department and established seniority policies.

5.2(d) Use of Vacation and Seniority. Employees shall be allowed to take vacation at a time of their choosing, subject to departmental requirements. Vacation time shall be chosen on the basis of department seniority as defined in Article 15, Section 12, provided that no employee will be permitted to exercise his seniority preference more than once each fiscal year. The senior employee who desires to bump a junior employee's requested vacation selection must give at least thirty (30) days' written notice to the senior employee's supervisor before he can exercise his right to bump. To exercise his seniority, it is meant that when the employee has selected his vacation his seniority has been exercised. If an employee is forced by the County to cancel scheduled vacation then the employee will not have exercised his/her seniority option. Corrections deputies may exercise seniority vacation preferences as defined in Article 3,

Section 7(c), provided no employee will be permitted to exercise this preference more than once each fiscal year. If an employee is forced by the County to cancel a scheduled vacation, that employee may exercise bumping rights provided that the employee provides at least thirty (30) days' written notice to the senior employee's supervisor before he/she can exercise his/her right to bump. Corrections Department deputies may select personal leave time and remaining vacation time on a first-come, first-served basis. Such scheduled leave time will not be subject to bumping.

5.2(e) Vacation Credit if Prevented From Taking Vacation. If an employee is prevented, by the department's personnel requirements, from taking vacation during the normal vacation period, he shall not lose vacation credit.

5.2(f) Employee Responsibility to Monitor Impending Loss of Vacation Time. The employee shall be responsible for determining any impending loss of accrued vacation time. Management will provide on a monthly basis a statement of each employee's accrued vacation time.

5.2(g) Vacation Approval. Requests for vacation time off shall be either approved or denied within seven (7) days. The request shall be deemed granted and the employee shall be deemed authorized to take the requested time off if the request is not approved or denied within the seven (7) day period. All reasonable accommodation and effort shall be made to ensure scheduled vacations are canceled only because of actual emergencies. If a scheduled vacation is canceled by the department, the Sheriff shall reimburse employee for all of the employee's nonrecoverable or non-refundable vacation expenses. Expenses will not be reimbursed if cancellation is caused by an employee being bumped by another employee.

### **5.3 Continuous Service.**

Continuous service shall be service unbroken by separation from the County service, other than by military, Peace Corps, vacation, or sick leave. Time spent on other types of authorized leave shall not count as time of continuous service, except that employees returning from such leave or employees who were laid off shall be entitled to credit for service prior to the leave or layoff.

### **5.4 Termination or Death.**

Upon termination for any reason, or death of an employee, payment for accumulated vacation credit shall be made to the employee or to his heirs at the employee's current rate of pay.

### **5.5 Vacation Accrual During Leaves Without Pay.**

Vacation shall not accrue during leave of absence without pay.

### **5.6 Vacation Sales.**

Once per fiscal year, employees shall be able to sell a minimum of forty (40) hours and a maximum of the balance of their annual vacation accrual back to the County on the following basis:

5.6(a) Full-time employees. The employee must have taken at least eighty (80) hours of vacation in the twelve (12) months preceding the request. The eighty (80) hour requirement will be waived if the employee has requested time off and been denied.

5.6(b) Part-time employees. The employee must have taken at least forty (40) hours of vacation in the last twelve (12) months preceding the request. The forty (40) hour requirement will be waived if the employee has requested time off and has been denied.

## **ARTICLE 6 - SICK LEAVE**

### **6.1 Accrual.**

Sick leave shall be earned by each full-time employee at the rate of one (1) day for each calendar month of service. Sick leave may be accrued without limit. Sick leave shall not accrue during periods of leave without pay.

### **6.2 Utilization.**

An employee may utilize accrued sick leave when he is absent from work by reason of his illness, injury, necessity for medical or dental care, contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee.

Employees may also utilize their sick leave time upon illness or injury of a member of the employee's immediate family which requires the attention of the employee. Upon authorization of the Sheriff, employees may utilize sick leave in special situations when the employee cannot report to work due to an unforeseen emergency.

### **6.3 Absences Covered by Workers' Compensation.**

Employees who are absent as the result of an injury/illness covered by Workers' Compensation may use sick leave to supplement Workers' compensation payments for any day or part of a day the employee receives time loss payments, provided that time loss and sick leave shall not exceed one hundred percent (100%) of an employee's regular net (after tax) take-home pay. Assessments to sick leave shall be made as follows:

Employees assigned to less than 10 hours per day	1 Hour
Employees assigned to 10 hours or more per day	1.25 Hours

After sick leave has been exhausted, employees may use any other paid leave to supplement workers' compensation. Use of sick leave will provide regular benefits based on the employee's regular work schedule.

### **6.4 Notification of Sick.**

6.4(a) Notifying Requirements. An employee who is ill and unable to report for work shall, if reasonably possible, notify the supervisor on duty not less than ninety (90) minutes prior to the employee's reporting time. (The employee is not required to notify an off-duty supervisor.) In the case of continuing illness, the employee shall continue to notify the supervisor on duty of his inability to report for work.

6.4(b) Physician's statement. A physician's statement indicating the nature of the illness, that the illness required, or will continue to require, the employee to be absent from duty, and the

estimated duration of the absence, and/or a physician's release indicating the employee's fitness to return to work, may be required by the Sheriff for absences of three (3) days or more

6.4(c) Fitness for Duty Examinations. Without regard to the circumstances described in paragraph (b) above, should the Sheriff have reasonable cause to question an employee's physical or mental fitness for the job, he may require the employee to obtain an examination. In that event, such an examination shall be limited to those areas which affect the employee's fitness to perform his job assignment. The County shall pay for the full cost of such an exam. In the event the employee chooses to obtain a second examination and report, it shall be at the expense of the employee.

In the event that it is determined as a result of medical examination that an employee is not physically or mentally fit for duty, the Sheriff will, if reasonably possible without undue hardship to the County, temporarily assign the employee to other duties without regard to seniority. Any such assignment shall be of a temporary nature and is conditioned on a continued medical prognosis for recovery and a return to regular duties. This provision shall not constitute waiver of any right the Association may have to contest a finding concerning fitness for duty under the provisions of Article 14.

6.4(d) Sick Leave Abuse. Proven sick leave abuse shall be cause for immediate disciplinary action, including possible discharge

#### **6.5 Compassionate Leave**

In the event of a death in the immediate family, the employee may take such time as deemed reasonably necessary by the Sheriff to make funeral arrangements and to attend the funeral. Such leave shall be with pay and not be charged against the employee's accumulated sick leave. The amount of leave granted by the Sheriff for compassionate reasons is entirely with the Sheriff's discretion and may not be made the subject of a grievance proceeding.

#### **6.6 Immediate Family**

Immediate family is defined as mother, father, spouse, sister, brother, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren residing in the immediate household, and grandparents. The Sheriff may grant compassionate leave under exceptional circumstances for relationships other than those set forth herein.

#### **6.7 Sick Leave and Re-employment Following Lay-Off**

An employee who is reemployed following a layoff shall have unused sick leave credits accrued during previous employment restored.

## **ARTICLE 7 - OTHER LEAVES**

### **7.1 Jury Duty.**

Employees shall be granted leave with pay at the regular rate when they are required to report for jury services, however, the fee for jury service shall be paid over to the County. Employees on shift work who are ordered to report for jury duty during the day shall be deemed to have worked on day shift during the time that they are reporting for jury duty and shall not be required to work either swing or graveyard shift following jury duty. A minimum of four (4) hours in jury duty is required to invoke this provision. If jury duty is less than four (4) hours, compensatory time will be worked out with the employee's supervisor.

### **7.2 Absence Without Leave.**

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence may be without pay and may be subject to disciplinary action.

### **7.3 Witness Fees.**

An employee who appears as a witness within the scope of his job duties and is paid a witness fee shall pay that fee over to the County if he has received his regular salary from the County for the time spent as a witness.

### **7.4 Leave Donation.**

Employees may donate accumulated vacation leave to an employee who, as a result of his/her serious illness or injury, or the serious illness or injury of an immediate family member as defined in this Agreement, is about to exhaust or has exhausted his/her accumulated sick, vacation, floating holiday, and compensatory time leaves. The number of hours of donated vacation leave will be in blocks of eight (8) hours from the vacation account of the employee making the donation and will be credited on an hour-for-hour basis to the sick leave account of the employee receiving the donation. If there is a policy allowing non-represented employees to donate sick time or if one is adopted, it will also apply to Association members.

### **7.5 Family Medical Leave.**

Family medical leave will be granted with or without pay in accordance with state and federal family leave laws. All leaves for that purpose will run concurrently.

## **ARTICLE 8 - FRINGE BENEFITS COVERED BY INSURANCE CONTRACTS**

### **8.1 Benefits Provided.**

8.1(a) Health and Dental Insurance. The County shall make the following amounts available for the life of the Agreement except as outlined in Section (b):

2005-2006 Effective July 1, 2005, the County shall contribute \$843.25/month (\$389.19 per pay period) per full time employee.

2006-2007 Effective July 1, 2006, the County shall contribute \$950.00/month (\$438.46 per pay period) per full time employee.

2007-2008 Effective July 1, 2007, the County shall contribute \$1,090.00/month (\$503.08 per pay period) per full time employee.

The County's contribution for any part time regular employee benefits shall be prorated based on the employee's hours paid during the pay period, and regular employees must be paid for forty (40) hours during a pay period to receive this benefit.

8.1(b) Premiums in Excess of Available Amounts. Should premiums exceed the amounts made available by the County for health and dental insurance during the applicable fiscal year, the employee and the County shall each be responsible for fifty percent (50%) of the excess premiums. The County is hereby authorized to deduct the employee contribution from the earnings of the employee for the express purpose of premium payments. Where the condition of the health and dental insurance contract calls for premium payment before the covered month has ended, should an employee resign, retire, or otherwise elect not to remain on the payroll for the entire calendar month, the employee is automatically liable to the County for such amount(s) advanced and the County is hereby authorized to deduct such amount(s) from the earnings of the employee. If the County initiates the termination or separation of the employee, including the case of resignation in lieu of termination, the County shall bear the expense of the County contributions of health and dental insurance for the balance of the calendar month and shall not deduct such amounts from the earnings of the employee.

8.1(c) Life and Disability Insurance. The County will continue to provide life and disability insurance at the benefit level provided as of June 30, 1999 for the life of this Agreement.

8.1(d) Section 125 Plan. The County shall establish and maintain a Section 125 Plan in connection with employee premium contributions.

### **8.2 Selection of Benefit Program.**

During the life of this Agreement, the County agrees to provide training to Association members on the selection of insurance, administration of programs, benefit information and all other information necessary so that the Association will be able to evaluate alternative plans should it be necessary.

### **8.3 Association Selected Benefit Programs.**

Should the Association select a benefit program not offered by the County, the Association shall provide the County a true copy of the benefit plan and contract and any billing information necessary for the County to implement the plan. The contract is between the Association and the insurance benefit provider. The Association will provide new rates and provisions to the County no later than 30 days prior to implementation if received by the Association or within two days of receipt by the Association (if within 30 days due to insurance company not providing the information earlier). In the event of changes in applicable law, the Association will furnish proof of compliance to the County.

## **ARTICLE 9 - LIABILITY INSURANCE**

### **9.1 Provision of Insurance.**

The parties recognize the County's obligation to hold harmless, defend and indemnify employees in accordance with the Oregon Tort Claims Act. The parties recognize the obligation of employees to cooperate fully with the County, its insurers, and assigned legal counsel in the defense of claims.

If a member of the Association and/or the County receives a civil complaint which has been court filed naming the employee in a personal capacity, the County will notify the Association of its decision to accept or reject indemnity and defense responsibility in accordance with the Oregon Tort Claims Act.

An employee's sole remedy for a failure to indemnify or defend shall be as described in the Oregon Tort Claims Act.

## **ARTICLE 10 - RETIREMENT**

### **10.1 Plan Options.**

The County will continue to provide two retirement plan options for County employees: Standard and PERS. All employees on the payroll prior to July 1, 1994 have exercised a one-time election to remain with the Standard Insurance Plans or to join PERS. All bargaining unit employees hired on or after July 1, 1994 are or will become members of PERS. Effective January 1, 2004, the County shall pay the employee's six percent (6%) contributions to PERS or Standard.

The County shall comply with applicable law and OARs which require that it specify:

- (a) That the required PERS employee contribution of six percent (6%) of salary is deemed to be "picked up" for purposes of IRC Section 414(h)(2) and is assumed or paid for purposes of ORS 238.205(5)(b);
- (b) That the employees do not have the option of receiving the assumed amount directly;
- (c) That employee compensation shall not be reduced and that the employer shall provide the additional amounts necessary to make the employee contributions; and
- (d) That the employer's agreement is not retroactive in its application.

### **10.2 Standard Plan.**

The County will maintain the Standard Plans such that it provides a program, when taken as a whole, that is equal to or better than the program under PERS. The County agrees to reexamine such program whenever the coverage required by ORS 238.750 et seq. is substantially changed and such change is required by PERS. The County agrees to supply the Association with a copy of the present plan in effect and any subsequent changes thereto when received from Standard Insurance Co.

### **10.3 Sick Leave Integration.**

All bargaining unit employees may use one-half of their individual accrued sick leave balance for bargaining unit service time at the time of retirement as a retirement enhancement pursuant to the provisions of state law.

### **10.4 Oregon Public Service Retirement Plan.**

Oregon Public Service Retirement Plan (OPSRP). During the term of this Agreement, the County shall continue to participate in the Oregon Public Service Retirement Plan (OPSRP) for eligible employees. The County shall pick-up, assume and pay the employee's six percent (6%)

contribution to OPSRP in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative rules related to OPSRP statutes.

## **ARTICLE 11 - JOB DESCRIPTION**

### **11.1 Job Description Preparation.**

Job descriptions shall be prepared by the County and forwarded to the Association. Such job descriptions shall describe the key performance areas of the employees within each classification in the bargaining unit and shall include such other duties as may be assigned by the supervisor to perform the job effectively.

### **11.2 Job Descriptions to Be Furnished to Personnel.**

Persons within the bargaining unit shall be furnished with their respective job descriptions. Any changes or revisions in the key performance areas described therein shall be furnished to the Association and the employees affected by the changes or revisions within thirty (30) days of the effective date of the revision or change.

### **11.3 Establishment of New Classifications.**

In the event the County establishes a new job classification, it will establish a rate of pay for such job and will notify the Association within fourteen (14) calendar days. Upon request by the Association within seven (7) calendar days, the County will meet and confer concerning the rate of pay established. If the Association disagrees with the rate established for the classification, the rate of pay may be submitted to arbitration pursuant to Section 14.1, Step 5, on written notice within seven (7) days.

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

### **12.1 Discipline.**

No permanently appointed non-probationary employee shall be reprimanded in writing, suspended, demoted or discharged except in good faith for Just Cause nor shall any such employee be suspended, demoted, reprimanded in writing, or discharged arbitrarily or for political, religious, racial or other discriminatory reasons. All disciplinary action imposed upon an employee, except letters of warning, oral and written reprimands may be protested as a grievance through the regular grievance procedure. Any disciplinary action shall be done in a manner which will not embarrass the employee before other employees or the public.

### **12.2 Relief from Duty.**

The County may place an employee on administrative leave with pay. The employee shall be notified in writing of such leave and the reasons and conditions thereof. In the alternative, the Sheriff may assign modified duties in lieu of relief from duty provided that the Association agrees that the duties will not demean or embarrass the employee.

### **12.3 Discharge.**

Protests of discharge of any employee shall be made through the regular grievance procedure set forth in Article 14. The Association may process a grievance concerning suspension, demotion at Step 2, or discharge at Step 3 of the grievance procedure. Probationary employees are "at will" employees who serve at the pleasure of the Sheriff and who may be terminated at any time during the probationary period with no recourse whatsoever.

### **12.4 Cause for Discipline.**

Examples of just cause include any action, which reflects discredit upon the department or is a direct hindrance to the effective performance of the Sheriffs Department functions, and shall be considered cause for disciplinary action. The following are declared to be cause for disciplinary action against any employee, though charges may be based upon cause and complaints other than those listed:

12.4(a) Use of Controlled Substances and Alcohol. The use of controlled substances, the habitual use of alcoholic beverages to excess, or the abuse of legally prescribed controlled substances;

12.4(b) Commitment of Misdemeanors, Felonies and Other Conduct. Commitment of a misdemeanor that reflects negatively on the employee's ability to perform his/her job duties, any felony or infamous or disgraceful conduct;

12.4(c) Alcohol Use While On Duty. Use of intoxicating beverages while on duty, except as required by the nature of the employee's assignment;

12.4(d) Treatment of Persons in Custody. Abusive or improper treatment to a person in Custody;

12.4(e) Conduct Toward the Public, Other Officers and Employees. Offensive conduct or language toward the public, or toward officers or other employees;

12.4(f) Insubordination. Insubordination;

12.4(g) Incompetence. Incompetence to perform the duties of his position;

12.4(h) Negligence. Negligence in the care and handling of County property;

12.4(i) Violation of Policies and Orders. Violation of any lawful and reasonable official policy or procedure made or given by a superior officer, where such violation or failure to obey amounted to an act of insubordination or serious breach of proper discipline or resulted, or might reasonably have been expected to result in loss or injury to the County, to prisoners of the County, or the public;

12.4(j) Solicitation and Favors. Solicitation or receipt from any person, or participation in any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope of expectation of receiving a favor or better treatment than that accorded other persons; and

12.4(k) Absence From Duty. Absence from duty without leave, contrary to the provisions of this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and canceled by the proper authority.

## **12.5 Disciplinary Record**

12.5(a) Retention of Disciplinary Records. Upon written notice from the affected employee, the Sheriff or his designee shall not retain in the employee's personnel file any written records of disciplinary action against an employee for a period longer than two (2) years unless the employee has been guilty of the same or comparable conduct during such period.

12.5(b) Use of Disciplinary Actions More than Two Years Old. In no event shall a record of disciplinary action, which is more than two (2) years old, be used against an employee in any subsequent determination of disciplinary action or job promotion, unless the employee has been guilty of the same or comparable conduct during such period.

12.5(c) Other Use of Records. Any documentation removed from a personnel file may be maintained in a separate system of records outside the Sheriff's Office not identifiable by name. Such documents and also the records described in Section 12.5 (a) and (b) may be used for litigation defense and as otherwise permitted by law and this contract.

## **ARTICLE 13 - PERSONNEL FILE**

### **13.1 Inspection.**

Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of his personnel file, exclusive of materials received prior to the date of his employment by the County. The official personnel file shall be maintained by the County Administrator with additional files at the Sheriff's discretion.

### **13.2 Employee Signature.**

Each employee shall read and sign any written material that reflects critically upon the employee which is placed in his personnel file, including merit ratings, written reprimands, demotions, suspensions, or discharge. Signing does not necessarily indicate agreement. Critical personnel file documents which are not previously presented to the employee for signature cannot be used for progressive disciplinary purposes.

### **13.3 Employee Response.**

An employee may respond, in writing, to any item placed in such personnel file, and said response shall become a part of said file so long as the employee responds within fifteen (15) days following receipt of the document.

## ARTICLE 14 - SETTLEMENT OF DISPUTES

### 14.1 Grievance.

A grievance shall mean a claim by the Association that there has been a violation of a specific portion of the contract. Probationary employees may not grieve a determination by the County that the employee's employment is terminated. Warnings and verbal and written reprimands are not discipline which is subject to grievance.

A grievance must state the date and facts giving rise to the grievance, the specific sections of the contract violated, and the remedy sought.

In the case of discharge, the grievance shall be filed at Step 3 (Captain/Undersheriff), and shall fully explain the reasons the Association contends that a remedy is warranted and the action is not for just cause.

The Association shall communicate fully the basis of any grievance when it is communicated in writing at the Steps provided for, which the Association knows or reasonably should know at the time the grievance is filed.

A copy of all grievances shall be furnished to Human Resources by the Association as a courtesy of timing which shall not render a grievance untimely.

Upon the filing of a grievance, it is recognized by the parties that, notwithstanding anything to the contrary which may be provided in the following steps of the grievance procedure, the Association shall have exclusive responsibility for such grievance as the exclusive representative of employees in the bargaining unit. Nothing in this Agreement shall be construed to limit the right of the Association to dismiss a grievance, or to decline to proceed to the next step, including arbitration, which it considers in good faith to be lacking in merit.

Step 1. Immediate Supervisor. The grievant shall discuss meaningfully the grievance first with his immediate supervisor with the objective of informally resolving the grievance. This discussion shall occur within fifteen (15) days after the grievant becomes aware of the grievance or reasonably should have been aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been resolved informally, the Association shall file the grievance in writing with his immediate supervisor. The supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the written grievance.

For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant, or in the case of multiple grievants then the Association shall file it as a class grievance with either of the employee's immediate supervisors and the remedy shall apply to all similarly situated grievants.

Step 2. Intermediate Supervisor. Within ten (10) days, if the Association is not satisfied with the disposition of the grievance at Step one (1), it shall file the written grievance

with the intermediate supervisor. The intermediate supervisor shall hear the appeal and render his written decision within ten (10) days after receiving the grievance.

Step 3. Captain/Under Sheriff. Within ten (10) days, if the Association is not satisfied with the disposition of the grievance at Step two (2), it shall file the written grievance with the Captain/Under Sheriff. The Captain/Under Sheriff shall hear the appeal and render his written decision within ten (10) days after receiving the grievance.

Step 4. Sheriff. Within ten (10) days, if the Association is not satisfied with the disposition of the grievance at Step three (3), it shall file his appeal with the Sheriff. The Sheriff or his designee shall hear the appeal and render a decision within ten (10) days after receiving it.

Step 5. Arbitration.

14.1(a) Intent to Arbitrate. If the Association is not satisfied with the disposition of the grievance at level four (4), it shall, within ten (10) days, file notice of intent with the County Administrator to appeal the grievance to arbitration.

14.1(b) Selection of Arbitrator. Within ten (10) days after such notice of intent, the County and the Association and/or grievant shall meet to discuss the grievance and select an arbitrator if the grievance cannot be resolved. If an arbitrator cannot be mutually designated, the Association shall request a list of thirteen (13) Oregon and Washington arbitrators from the State Conciliation Service. The Association will strike the first name from the list, and the parties shall strike alternately thereafter. The remaining name shall be the arbitrator. The parties may, by mutual agreement, request a new panel. The parties agree that they will advance pending grievances; ordinarily grievances will be scheduled for hearing on a timely basis and pursued with due diligence unless the parties otherwise agree. Unless the County or the Association moves to extend the time, a grievance shall become moot after twelve (12) months following the filing of the notice of intent to arbitrate.

14.1(c) Arbitrator's Authority. The findings of the arbitrator shall be limited to specific terms of this Agreement, and the arbitrator shall have no authority to amend, modify, alter, or add to or subtract from this Agreement.

14.1(d) Arbitration Award. The decision and award of the arbitrator within the scope of his authority under 14.1(c) above shall be final and binding on the parties.

## **14.2 Time Limits.**

All parties subject to these procedures shall be bound by the time limits contained herein. Days as used in this procedure shall be calendar days. If either party fails to follow such limits, the following shall result:

14.2(a) Grievant Fails to Respond. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

14.2(b) Party Grieved Fails to Respond. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

14.2(c) Waiver of Time Limits. All time limits may be waived by mutual agreement of the parties in writing.

### **14.3 Grievance File**

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the official personnel file unless the grievance is found against the employee.

### **14.4 Expenses**

Each party shall be responsible for paying the expenses involved in presentation of its case. If either party desires a verbatim recording of the arbitration proceedings, it may cause such a recording to be made, provided it pays for the record. If the other party desires a copy, the parties shall share evenly in the cost of the reporter and the record. The losing party shall be responsible for all arbitrator's expenses and fees. The arbitrator shall designate the losing party for the purposes of this provision.

## **ARTICLE 15 - GENERAL PROVISIONS**

### **15.1 No Discrimination.**

The provisions of this Agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, marital status, race, sex, color, national origin, disability which can be accommodated reasonably, labor organization membership, or political affiliation. The Association and the County shall equally share the responsibility for the application of this provision.

### **15.2 Association Dues.**

The County agrees to deduct from the paycheck of each employee, who has so authorized it the regular dues required of members of the Association. The amounts deducted shall be transmitted to the Association bi-weekly or monthly. Authorization by the employee shall be on forms authorized by the County and may be revoked by the employee upon request. The performance of this service shall be at no cost to the Association. The parties shall cooperate in the correction of errors, and the Association shall hold the County harmless from the good faith application of this Article 15.

### **15.3 Fair Share Agreement.**

The County and the Association agree to a "Fair Share" agreement for all employees who are represented pursuant to Article I of this Agreement.

Expenses of negotiations, fact finding, arbitration, and contract administration shall be borne equally by all employees represented by the Association. Such fair share shall be determined by the Association in accordance with Oregon law. It shall be collected by payroll deduction in accordance with ORS 243.672(1)(c). The Association shall identify the employees whose salary is subject to deduction under this paragraph, and the County shall make the appropriate payroll deduction. The fair share payment shall be remitted to the Association bi-weekly or monthly.

### **15.4 Protection of Employee Non-Association Rights.**

Rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body shall be protected. Such employees shall pay an amount of money equivalent to regular Association dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected, and a representative of the Association to which such employee would otherwise be required to pay dues. The employee shall furnish written proof to his employer that this has been done.

### **15.5 Gender.**

All reference in this Agreement to employees, individuals, or groups are intended to include both sexes, and whenever the male gender is used, it shall be construed to include male and female.

### **15.6 Association Activity.**

There shall be no discrimination, interference, restraint or coercion by the County, Sheriff, or the Association or any of their representatives, against any employee because of Association membership or nonmembership, or because of any employee activity in an official capacity on behalf of the Association, or for any other cause, provided such activity or other cause does not interfere in any way with an internal investigation or interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibilities to the public. Upon completion of the internal investigation the Association will be notified and the Association may conduct its own investigation.

### **15.7 Departmental Policies and Procedures.**

Bargaining unit employees shall comply with any departmental or divisional work rules and conditions, which are not in conflict with the terms of this Agreement. The Sheriff agrees to provide adequate copies and to make known to each employee, current department rules, orders in effect, and any changes, amendments or addenda, as they become effective. Employees are responsible for keeping abreast of changes, modification, additions, and deletions to the rules as provided by the Sheriff, once notified of the change.

### **15.8 Mileage Reimbursement.**

15.8(a) Use of Personal Vehicle. Employees who use their own vehicles for County duties shall be reimbursed at the IRS rate, provided authorization has been received prior to using their own vehicle. Rates shall be changed as of the date of the IRS change.

15.8(b) Substation Assignments. Employees who are assigned by the Sheriff to duty at designated substations and who are required to drive their own vehicle to those locations shall be reimbursed for use of such vehicle at the then current IRS rate per mile measured from their home or the County courthouse to such assignment, whichever is the shorter distance, if the distance from home to the substation assignment exceeds the distance from home to the courthouse. Such reimbursement shall also be inapplicable if a County vehicle is available to an employee or employees for transportation, including vehicles to be used for patrol purposes to and from such designated locations, if the assignment results from employee request or bid, or is the result of shift trade or periodic training such as fire arms, first aid, defense tactics, ASR, ASP, or similar programs.

### **15.9 Association Access.**

The Sheriff agrees that representatives of the Association upon reasonable and proper introduction shall have reasonable access to the premises of the County at any time during working hours for the purpose of assisting in the administration of this Agreement.

### **15.10 Bulletin Boards.**

The Sheriff agrees to allow the Association to furnish and maintain suitable bulletin boards in convenient places as determined by the Sheriff in each work area to be used by the Association. The Association shall limit its posting of notices and bulletins to such boards.

### **15.11 Uniforms.**

15.11(a) Uniforms Furnished. The County will provide four (4) complete sets for all classifications required to wear a uniform. In the case of corrections, three (3) uniform sets will be Class-B functional uniforms which will be machine washable and permanent press. One additional uniform set will be a Class-A dress uniform which will require dry cleaning. Twenty percent (20%) of departmental protective vests will be replaced each year beginning with the oldest first.

15.11(b) Uniform and Clothing Maintenance. For the purpose of maintaining uniforms, thirty (\$30) shall be paid to uniformed deputies as cleaning reimbursement per pay period and forty (\$40) per pay period for investigators as a clothing allowance. The uniform and clothing allowance shall be taxed according to the rules of state and federal governments. However, such pay is not considered pay upon which fringe benefits and salary adjustments are calculated except PERS.

15.11(c) Footwear. Patrol, Corrections, Security Officers and CSO's are entitled to a maximum of two hundred (\$200) once every two (2) years to be applied toward the purchase or maintenance (defined as resole, heel replacement, or leather stitching) of acceptable footwear. If the Sheriff specifies a specific type of footwear to be worn by non-certified, nonuniformed personnel, then the County will pay a maximum of twenty-five (\$25) dollars annually to be applied toward the purchase.

15.11(d) The Sheriff may discontinue uniform cleaning reimbursement and provide in-kind cleaning to uniformed deputies furnished by a vendor of uniform shirts and trousers, and quarterly cleaning of jacket, plus additional cleaning required by extraordinary work circumstances.

### **15.12 Seniority.**

15.12(a) Defined. Seniority is defined as total length of continuous service within the bargaining unit.

15.12(b) Use of Seniority. Subject to personnel requirements of the department, seniority will prevail as outlined in section 15.12(a) in employees selecting vacation time, shift preference, primary work site location, and days off.

15.12(c) Demotions. When an employee is demoted into a different division or is transferred laterally into a different division, all seniority rights shall follow him.

15.12(d) Layoff.

- (1) When the Sheriff determines that it is necessary to reduce the work force, due to lack of funds, he will, twenty-eight (28) days prior to the actual layoff, notify the Association in writing of the needed reduction. The notice shall contain a brief statement of the reasons for the layoff.
- (2) Employees shall be laid off in inverse order of seniority (the last person appointed to the affected classification will be first laid off).
- (3) Employees will be allowed to bump to a lower or lateral classification based on bargaining unit seniority if they can demonstrate the knowledge, skill, and ability to perform the work within the classification.

15.12(e) Recall.

- (1) The Sheriff shall recall those who have been laid off based on seniority in the reverse order of layoff.
- (2) It shall be the responsibility of the employee to keep the department informed of his current mailing address and telephone number. Notification of recall shall be by certified mail to the employee's last known address.
- (3) Should an employee on layoff be notified of a job opening for which he is qualified, he shall have five (5) calendar days in which to notify the Sheriff of his intent to accept the position and an additional ten (10) calendar days in which to report for duty. After the expiration of this time, the employee next in line shall be notified in accordance with the prescribed procedure and be given the right to recall.
- (4) The recall protection provided herein shall apply to employees who have been laid off up to twenty-four (24) months, or the length of their department seniority, whichever is less.

15.12(f) Seniority List. The Sheriff shall post a current seniority roster on the bulletin board on July 1 of each year.

15.12(g) Return of Managers/Confidential Employees to the Bargaining Unit. If management or confidential personnel return to the bargaining unit for any reason, they will do so with total department seniority. However, this seniority for total service as opposed to time in the bargaining unit will only be used for the purpose of determining whether those employees retain their job. For purposes of shift selection, or vacation scheduling, the employee's bargaining unit seniority shall be utilized.

15.12(h) Loss of Seniority. Only regular employees shall have seniority. Seniority shall be attained following the completion of the probationary period provided in Section 12.4(a). Seniority shall be broken or terminated if an employee:

- (1) Quits;
- (2) Is discharged for just cause;
- (3) Is laid off and fails to respond as provided in this article, Section 15.12(e);
- (4) Is laid off work for a period of time greater than twenty-four (24) months or a period of time equal to his/her (or: the employee's) seniority, whichever is shorter;
- (5) Fails to report for work at the termination of a leave of absence;
- (6) While on leave of absence accepts employment without permission; or
- (7) Is retired.

### **15.13 Personal Property Loss.**

Upon being furnished reasonable proof of actual loss or damage to any of the items listed below in the line of duty, the Sheriff shall pay the replacement cost of a comparable item not to exceed three hundred dollars (\$300) per item:

- (a) Wristwatch not to exceed fifty dollars (\$50);
- (b) Prescription eye wear, the actual replacement cost not covered by insurance will be paid; and
- (c) Any other item of personal property required by the Sheriff.

### **15.14 Association Business.**

15.14(a) Time Off for Association Representatives. Subject to the monthly limits specified herein, the County agrees to allow time off with reasonable prior notice without loss of pay for members who are designated Association representatives (not to exceed five), a list of which will be kept current with the County, for Association business unless such absences seriously hamper the normal operation of the department. No more than three (3) employees may be off at one time.

To this end, exclusive of bargaining activities, but inclusive of grievance investigation resolution, the Association will be granted a total of twelve (12) hours per month to designate for said business. A log of time used shall be maintained by the department. The unused monthly hours, up to a total of forty (40) hours of pay, may be accumulated for collective bargaining sessions as provided in (b) below.

15.14(b) Collective Bargaining Activities. The time for collective bargaining activities shall be mutually agreed upon by the County and the Association. The County shall be notified by the Association in advance of negotiations regarding the names of designated bargaining representatives. Collective bargaining activities shall be held during day shift hours (8:00 a.m. – 5:00 p.m.), on County premises and without loss of pay to authorized participating employees,

unless otherwise mutually agreed by the parties. The County shall adjust the work schedules of the Association bargaining team to ensure that no more than three members of the team are considered on-duty for the time spent bargaining. The work schedule adjustment is subject to the operational needs of the Department.

#### **15.15 Records Clerk Assignments.**

The Association agrees that the Sheriff has the authority to make job assignments within the Records Clerk job classification in order to operate the department productively. The Sheriff agrees to assign duties fairly and objectively.

Some responsibilities that are normally assigned to only one clerk include, but are not limited to, warrants and concealed weapons permits, civil processes, and returns to the court. These assignments may be performed by one or more clerks depending on the Sheriff's assessment of the operating requirements of the department.

The Association and the County recognize and agree that civil, warrants and inmate classification job assignments for records clerks will not be according to seniority, and because of the nature of the specific responsibilities and operating requirements, are not subject to shift bidding and selection of days off according to seniority. All other records clerk positions are subject to shift bidding and selection of days off according to seniority.

The Sheriff agrees to assign duties fairly and objectively to ensure maximum productivity for the department.

#### **15.16 Wellness.**

The County and the Association agree to abide by the terms of the Americans with Disabilities Act.

#### **15.17 Tobacco in the Work Place.**

Smoking and smokeless tobacco shall be banned in all facilities owned and operated by the County under the responsibility of the Sheriff, except as noted. Smoking and smokeless tobacco shall be permitted in the third floor and first floor smoke chase. All doors shall remain closed at all times. Employees shall be responsible for supplying ashtrays/cans and maintaining the smoking areas. Food, drinks, and sundry items shall not be permitted in the smoking area. No additional break time, other than break and lunch periods provided in the collective bargaining agreement, shall be allowed.

Maintenance of the smoking area, including removal of smoking material, use of the area for smoking only, and use only during break and lunch periods as provided in the collective bargaining agreement shall be the responsibility of employees who smoke, or use smokeless tobacco.

Smoking and smokeless tobacco is prohibited in all vehicles.

### **15.18 Existing Conditions.**

The Sheriff and the Association agree to bargain those changes in working conditions that the ERB has determined to be mandatory under PECBA, as provided under the terms of ORS 243.698, including written notice of the change to the Association before the change is made.

### **15.19 Probationary Status.**

15.19(a) Probationary Period. The entry probationary period is fifteen (15) months of full-time employment for patrol and correction deputies who are not DPSST certified on date of hire and all other newly hired employees shall serve a probationary period of twelve (12) months of full-time employment. During the term of a probationary period, such employees shall be entitled to all rights and privileges of this Agreement except with respect to termination. This probation period commences upon the first of the month following graduation from DPSST academy.

15.19(b) Promotional and Transfer Appointments. Promotional appointments and career development transfers shall be tentative with a probationary status of nine (9) months. An employee serving a probationary period after such a promotion or transfer shall be returned to his former position, if, in the judgment of the Sheriff, he is incapable of fulfilling his new duties. All discipline for other than training deficiencies shall be done in accordance with Articles 12.1 – 12.3.

15.19(c) If a probationary employee is absent from work or unable to perform regular duties for a period in excess of three (3) weeks during the FTEP program or during probation, the probation period shall be extended by a period equal to the absence.

15.19(d) Probation may be extended up to six (6) months by the Sheriff if the Sheriff determines that probationary performance has not been fully satisfactory and that the employee could succeed with further opportunity.

## **ARTICLE 16 – COMPENSATION**

### **16.1 Maintenance of Compensation Plan.**

Effective July 1, 2005, the salary ranges for all positions shall be increased by three and one-half percent (3.5%). The salary ranges for all Corrections Deputies shall be increased by an additional one-quarter percent (.25%). All non-sworn employees' salary ranges shall be increased by an additional one percent (1%).

Effective July 1, 2006 and July 1, 2007, the salary ranges for all bargaining unit members will be increased by an amount equal to the percentage change in the annual CPI-W (all U.S. Cities index, with a minimum of three percent (3%) and a maximum of five percent (5%). In addition, the salary ranges for all Corrections Deputies shall be increased by an additional one-quarter percent (.25%) on July 1, 2006 and July 1, 2007.

Salary adjustments will maintain five percent (5%) between steps. Effective the first pay period after contract ratification, the County will no longer provide meals for corrections deputies and records clerks.

### **16.2 Administration of the Compensation Plan.**

16.2(a) Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the class in which he is employed.

16.2(b) Entrance Salary. Normally, an employee will be appointed at the entrance rate of the class. If an appointing power believes it is necessary to make an appointment or reinstatement above the entrance rate, authorization must be obtained from the board. In determining such requests, the board shall give consideration to the qualifications of the candidate, availability of applicants, and the resulting salary relationship with other similar positions.

### **16.3 Movement to Higher Classification.**

If an employee is promoted to a higher classification at a higher salary schedule, he shall receive the salary in the schedule for the new position, which is next higher than the salary he had been receiving.

16.3(a) Promotion Defined. Promotion is defined as being raised in position or rank as a result of a competitive examination.

16.3(b) Step Up, Step Down. If an employee works in a higher classification for one hour or more, such employee shall receive a premium of five percent (5%) for the full shift. Returning to his or her former classification shall mean returning to his or her former pay.

### **16.4 Promotions.**

Employees promoted to a bargaining unit position with a higher pay schedule than the employee's present schedule shall receive the salary in the new schedule which is at the level

next higher than the employee's current rate of pay. No employee shall be paid outside of the pay range.

**16.5 Performance Step Salary Increase.**

Employees will receive salary increases upon becoming eligible. Such eligibility will be determined by steps specified in Addendum I and the results of management's recent performance evaluations.

Employees shall remain at each step according to the following:

- Step 1 - 12 full calendar months
- Step 2 - 6 full calendar months
- Step 3 - 6 full calendar months
- Step 4 - 12 full calendar months
- Step 5 - 12 full calendar months
- Step 6 - Remainder of time in range

In the event performance evaluation warrants, in management's opinion, the withholding of an increase, such action shall be considered a disciplinary action and the provisions of Article 12 shall control. An employee who has had an increase withheld will be put on special administrative evaluations and the increase may be restored if the next two (2) evaluations warrant restoration.

**16.6 Pay Periods.**

Effective not sooner than June 1, 1982, the payday shall be established by the County upon prior notice to the Association.

**16.7 Court Time and Call-Back.**

16.7(a) Court Time. Employees who are required to spend off-duty time in court in connection with their official duties shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay. Employees whose shifts begin or end while in court shall be paid for the actual overtime worked. A minimum of three (3) hours shall be allowed for court time and call-back. Employees who are notified of a scheduled court appearance on a day off shall be available to receive a call between 8:00 and 9:00 am. on the morning of the scheduled trial to verify the court appearance. If advised to report the employee shall be compensated as specified herein. If not scheduled, the employee shall be released from further responsibility. Employees are not subject to call-back if returning to work is necessary to perform previously completed duties which were incompletely or improperly performed.

16.7(b) Annexed Overtime and Court Appearance. All assigned work and court appearances scheduled within three (3) hours after the completion of an employee's shift will be compensated as regular overtime work. Such time will be computed from the time the employee would normally have gone off shift to the end of the last assigned duty or court appearance. Similarly,

all assigned work and/or court appearances scheduled within the three (3) hours immediately preceding the beginning of an employee's work shift will be compensated as regular overtime work. Such time will be computed from the beginning of the first assigned duty or court appearance to the beginning of the employee's shift.

16.7(c) Non-annexed Call-Back, Overtime and Court Appearances. Employees who have been released from their regular shift and are called back for assignments or court appearances more than three (3) hours after the end of their shift or overtime annexation and more than three (3) hours prior to their next shift shall be compensated at the overtime rate for a minimum of three (3) hours. Such compensation is intended as full compensation for all assigned work and/or court appearances falling within the three (3) hour period.

## **16.8 Certification Pay.**

All employees of the bargaining unit shall be granted equal opportunity to become certified for the job they perform as defined and regulated by the Oregon Department of Board on Public Safety Standards and Training (DPSST).

16.8(a) Base Rate. Base rate salary does not require certification or college level work.

16.8(b) Base rate salary with possession of an intermediate certificate. Employees who have completed their probationary period and who possess an intermediate certificate issued by DPSST shall, upon application, receive additional compensation at the rate of two and one-half percent (2½%) of their annual salary.

16.8(c) Base rate salary with either possession of an advanced certificate or an AA degree or its equivalent and an intermediate certificate. Employees who have completed their probationary period and who possess either (1) an advanced certificate issued by DPSST, or (2) an intermediate certificate issued by DPSST and accredited college units equal to two (2) years' college work or ninety-three (93) college credits shall, upon application, receive additional compensation at the rate of five percent (5%) of their annual salary. This change will not affect employees who were employed on or before July 1, 1994.

16.8(d) Base rate salary with either a BA Degree or its equivalent, and intermediate certificate, or an advanced certificate and an Associate's Degree or its equivalent. Employees who have completed their probationary period and who possess either (1) an intermediate certificate issued by DPSST and accredited college units equal to four (4) years of college level work, or (2) an advanced certificate issued by DPSST and accredited college units equal to two (2) years of college level work shall, upon application, receive additional compensation at the rate of seven and one-half percent (7½%) of their annual salary.

16.8(e) Base rate with both a BA Degree or its Equivalent and advanced certificate. Employees who have completed their probationary period and who possess both an advanced certificate issued by DPSST, and accredited college units equal to four (4) years college work, shall, upon application, receive additional compensation at the rate of ten percent (10%) of their annual salary.

Section 16.8(f) Bilingual Pay. Officers who are designated as bilingual by the Sheriff shall be paid a premium pay based on base salary as follows:

Certified as Proficient	2.0%
Certified as Fluent	3.5%

Section 16.8(g) Employees holding an EMT certification may be assigned as needed by the Sheriff and shall be paid premium pay based on base salary as follows:

EMT – Basic	1.0%
EMT – Intermediate	2.0%
EMT – Paramedic	3.0%

**16.9 Dog Handler.**

Any employee serving as a dog handler for the County shall receive a premium pay of three and one-half (3½) hours of overtime per workweek added to their salary.

**16.10 Detective Pay.**

Effective July 1, 2005, detectives (Deputy Investigators) in the investigative division will be paid an additional incentive of five (5%) percent while serving in that capacity for the duration of the assignment.

**16.11 Payment of Certification and Incentive Pay.**

Certification and college incentive pay shall be payable for full biweekly periods, commencing the first pay period after attainment of the status entitling the employee to such pay.

**16.12 Foul Weather Gear.**

The Sheriff agrees to provide adequate rain gear.

**16.13 Reserves/Volunteers.**

Reserves/volunteers may be used to perform department related tasks and auxiliary functions as determined by the Sheriff. Reserves/volunteers will not be utilized to replace bargaining unit employees in the performance of their primary job responsibilities. In no event shall reserves/volunteers be compensated except as provided for in Article 16.12.

**16.14 Extra Duty.**

The Sheriff and the Association are dedicated to improving productivity and promoting additional job opportunities not in conflict with regular employment and management of the department. Extra duty is defined as paid work of an additional nature such as security, parades, and special patrol at community events. Extra duty will be first offered to bargaining unit employees at their straight time rate of pay. If the Sheriff needs additional personnel, nonbargaining unit personnel may be utilized at an appropriate rate of pay.

### **16.15 Differential Pay for Records Clerks.**

Inasmuch as some Records Division personnel are required to work hours other than 8:00 a.m. to 5:00 p.m., Monday through Friday, for the same salary as those who enjoy the privilege of working those hours, the Sheriff agrees to pay a hardship bonus as follows:

16.15(a) Swing and Split Shifts. Records Clerk assigned to work swing shift and/or split shift shall be paid a bonus of forty-five dollars (\$45) per month.

16.15(b) Graveyard Shift. Records Clerks assigned to work entire graveyard shift shall be paid a bonus of fifty dollars (\$50) per month.

### **16.16 Cooks.**

Cooks who work a graveyard shift shall receive a bonus of fifty dollars (\$50) per month.

### **16.17 Field Training Officers.**

Employees who are assigned to a field training officer position for newly hired employees shall be paid an additional five percent (5%) while serving in that capacity. The field training officer must be certified by the field training evaluation program. A cook who is designated as trainer will receive 5% for the period designated for training.

### **16.18 Extra Compensation.**

At the discretion of the Sheriff, employees may receive extra compensation for achievements of outstanding merit. Extra compensation shall be awarded in amounts not to exceed two and one-half percent (2½%) of an employee's base salary, for any period of time ranging from two (2) weeks to one (1) calendar year.

Extra compensation shall be granted only for the following reasons:

- (a) Ideas that save the County significant amounts of money, materials, or time.
- (b) Ideas of programs that significantly improve services to the public or user groups.
- (c) Significant documented outstanding performance in carrying out job duties.
- (d) Significant contributions to team, division, department, or County success.

Extra compensation shall not be granted for the purpose of longevity, working unpaid overtime, or personal friendship.

## ARTICLE 17 - SAVINGS CLAUSE

### **17.1 Unlawful and Unenforceable Sections of this Agreement.**

Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof, directly specified in the decision. Upon the issuance of such a decision the parties shall agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof.

