

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only

(X) Action

FROM (DEPT/ DIVISION):

SUBJECT: Collective Bargaining Agreement Ratification – UCLEA

<p>Background: The county and the UCLEA have been negotiating a successor agreement to the collective bargaining agreement that will expire June 30, 2023. The terms have been tentatively approved, and the proposed agreement is in the process of being ratified by the bargaining unit. The agreement is now before the Board for ratification by the county.</p> <p>The changes include a revised salary schedule, cost of living increases of 4% for 2024-26, increase in life insurance coverage, boot allowance, and HRA contribution.</p>	<p>Requested Action: Ratify and authorize signing of Collective Bargaining Agreement with UCLEA through June 30, 2026, including salary schedule</p>
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ATTACHMENTS:

*****For Internal Use Only*****

Checkoffs:

- () Dept. Head (copy)
- () Human Resources (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:
Jennifer Blake, Robert Pahl

Needed at Meeting:

Scheduled for meeting on: June 7, 2023

Action taken:

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UMATILLA COUNTY

AND

UMATILLA COUNTY LAW ENFORCEMENT ASSOCIATION

EFFECTIVE JULY 1, 2023 – JUNE 30, 2026

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**AGREEMENT
BETWEEN
UMATILLA COUNTY, OREGON
AND
UMATILLA COUNTY LAW ENFORCEMENT ASSOCIATION**

PREAMBLE

This Agreement is entered into by Umatilla County, Oregon, hereinafter referred to as the “County,” and Umatilla County Law Enforcement Association, hereinafter referred to as the “Association.” Unless indicated otherwise, references to the “Employer” or the “County” herein shall include the Board of County Commissioners and the Sheriff of Umatilla County as the elected officials directly responsible to the citizens of the County for operation of the department covered by this Agreement.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment.

The parties agree as follows:

ARTICLE 1 – SCOPE OF AGREEMENT AND RECOGNITION

Section 1. Recognition. This Agreement shall apply to Umatilla County employees employed in the Sheriff’s Office (for the purposes of this Agreement the Sheriff’s Office includes, but is not limited to the UCSO, UCCC) but excluding elected officials, the Undersheriff, captains, lieutenants, sergeants, Community Corrections Supervisors, one (1) Sheriff’s Office Manager, one (1) Community Corrections Office Manager. The County recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for employees within this bargaining unit.

Section 2. Type of Employee Definitions.

A. The following categories of regular employees are represented by the Association. Employees in these categories are eligible to receive benefits pursuant to this Agreement, per County policies, and as prescribed by law.

(1) **Full-time Employees:** Employees whose regularly scheduled work week consists of forty (40) hours per week or as amended for alternate work schedules as set forth in this Agreement. These employees earn full benefits.

(2) **Less Than Full-Time Employees:** Employees whose regularly scheduled work week consists of less than forty (40) hours per week (i.e., 3/4 FTE). These employees shall receive pro-rated benefits.

(3) **Part-Time Employees:** Employees whose regularly scheduled work week consists of not less than twenty (20) hours per week. These employees shall receive half (½) benefits.

(4) **Grant Funded or Contract Funded Employees:** These employees have been placed in a special assignment by the USCO/UCCC that is partially or fully-funded by outside resources

paid to the County. If funding for the position is eliminated, these employees retain all Association rights per this Agreement.

B. The following categories of non-regular employees are represented by the Association. Employees in these categories are not eligible to receive benefits, except as provided in County policies and as prescribed by law. Any other non-regular employee category not listed below, that is performing any Association work or duties, is also represented by the Association.

(1) **Temporary Employees.** Shall fill any vacancy not classified as a regular position except in the case of fill-in during an employee's temporary absence such as Family Medical Leave, military leave of less than six (6) months, LWOP pursuant to Article 12, or Workers' Compensation disability leave. Unless there is written agreement between the Association and the County, no temporary position shall exist longer than six (6) consecutive calendar months in any calendar year.

(2) **On Call Employees.** On Call Employees shall not work a regularly scheduled work week. Training time will not count as shifts worked provided the employee is not being counted as a shift member for staffing purposes during training. In order to determine the number of shifts worked by an on-call employee, work weeks shall start on Sunday at 0000 and last until Saturday at 2359. An on-Call employee will not be used to replace a regular employee.

(3) **Temporary Special Employees.** County policy 4.7 dated April 1, 2009 is attached and incorporated into this Agreement by reference as Appendix A, and addresses Temporary Special Employees that work as courthouse security in both Hermiston, Pendleton and/or as floaters. **Policy 4.7 Section III C. Non-Union does not apply to this Agreement.**

(4) **Seasonal Employees.** These employees serve in special assignments, such as Marine Patrol, Army Corps of Engineers, and Forest Service that are funded by special contracts between the County/Sheriff and the contracting agency. If the funding is eliminated, the position is eliminated.

(5) Non-regular employees listed above shall have the same obligations and choice to join the Association and/or pay dues to the Association the same as all other regular Association-represented employees; however, the Association will establish in writing a dues rate for non-regular employees and shall provide the Association-established non-regular employee dues rate to the County from time to time as necessary; provided, however, that dues shall be assessed only in each calendar months when the non-regular employee works.

(6) Discipline of a non-regular employee is not subject to "just cause" standards nor may such discipline be arbitrated through this Agreement's grievance procedure. However, in accordance with Article 8 of this Agreement, the County will provide "due process" before disciplining or terminating a non-regular employee.

(7) No temporary employee, temporary special employee, seasonal employee, on-call employee or other type of non-regular employee shall be entitled to lay-off or bumping rights.

(8) A non-regular employee shall be paid the hourly rate of pay of the entry level pay rate as established between the County and the Association for the classification into which the non-regular employee has been hired. PERS/OPSRP shall only be paid for those eligible by PERS/OPSRP rules and law.

(9) Each Division of the Sheriff's Office will develop a protocol for scheduling and assigning overtime opportunities consistent with this Agreement and which addresses how and when overtime will be worked by non-regular employees. In the absence of a protocol agreed upon by the Association the following will apply: "A non-regular employee may not work

overtime hours unless the overtime has been first offered and rejected by all regular Association-represented employees eligible and qualified and available to work such overtime.” In the case of unforeseen overtime necessitated by emergency operations of the Sheriff’s Office, overtime may be performed by a current on-duty regularly scheduled non-regular employee without necessitating the overtime work first being offered to a regular Association employee.

(10) A non-regular employee who is retiring from full-time service with ten (10) years or more Umatilla County experience in a DPSST certified position and returns to service within the same classification within twelve (12) months of retirement, will be placed on the salary schedule at the hourly rate of the step they held as a full-time employee. These non-regular employees are not eligible for step advancements, or other benefits.

C. For purposes of this Agreement, the County’s classification of a position as a regular or non-regular is a presumptive distinction for the position, subject to rebuttal and challenge at the option of the Association.

ARTICLE 2 – ASSOCIATION BUSINESS

Section 1. Notification of Association Coverage and Employment. The County agrees to notify the Association, in writing, within seven (7) days from the date of first employment of any employee subject to this Agreement, to the extent the information is in the County’s records, of the name of such employee, home address, phone number(s), personal email (s), the position for which employed, the rate of pay or wage range and step, and the date employment begins. For the purposes of explaining this Agreement an Association representative shall be entitled to meet without loss of pay with newly hired employees appointed to any bargaining unit position. The Association orientation shall be 30 minutes of paid time both for the Association representative(s) performing the orientation and for the new employee receiving the orientation. Each new employee shall attend an orientation conducted by Human Resources within the first seven (7) days of employment. Such orientation shall be scheduled by Human Resources, in collaboration with the Association, and shall consist of explanation of various employee rights, benefits, rules and regulations. So long as the actions of the parties are lawful in accordance with ORS 243.670, et seq., the Association and the Sheriff/Director or his designee shall set a time for new employee(s’) Association orientation, which shall be conducted on duty at the Sheriff’s Office/Community Corrections during the first ten (10) days of employment by an Association representative who works at that location, and preferably on the first day of employment.

Section 2. Employee Choice.

A. **Membership.** All employees of the County covered by this Agreement who are members of the Association in good standing on the date this Agreement is executed shall remain members in good standing and those who are not members on the date this Agreement is executed may, on or after the 30th day following the date this Agreement is executed, become and remain members in good standing in the Association. Payment of the Association dues and any initiation fees shall be indication of the employee's desire to become a member of Association.

The County and the Association will reciprocate and provide employee information necessary for the timely and effective administration of payroll deductions and payments to the Association under this Agreement and Association governance documents. The County may request and retain documentation of written payroll deduction authorizations from employees represented by the Association which evidence the employee’s consent. Once such authorization evidence is received by the County the County shall timely remit payments to the Association for such deductions. The parties shall cooperate to correct promptly any payroll and dues payment related error which either party identifies.

B. **Check-off.** The County shall honor the Association check-off system in whatever amount designated and in such manner as prescribed by law and/or this Agreement.

For such employees of the County who certify orally to the Association or in writing that they authorize deductions of Association dues and/or initiation fees, the County shall deduct from the first paycheck each month such amounts not to exceed the Association provision in effect. Such funds shall be remitted promptly to the authorized Association officer or transferred to the Association’s bank account designated by the Association to receive such funds by use of electronic funds transfer (EFT) arrangements suitable to the parties’ respective financial institutions. The parties will devote necessary, reasonable effort to establish and maintain EFT methods as a matter of mutual convenience and efficiency.

C. **Apolitical Member Choice.** Employees who do not select Association membership may choose Apolitical status and agree to make Apolitical Member choice monthly payments to the Association. Such Apolitical Member choice monthly payments shall be the same amount paid by regular Association members. The County will deduct each month the Apolitical member payments and shall remit these funds in the same manner as dues check-off amounts described above.

D. **Nonmember.** An employee of the County in a job classification represented by the Association who chooses not to be a member or an Apolitical member of the Association, shall be a nonmember of the Association. Such employees shall be represented by the Association. The County recognizes the Association as the exclusive representative of all employees in bargaining unit positions, including such nonmember employees, as provided for by the PECBA relating to mandatory subjects of bargaining, subjects with mandatory impacts, and the application and enforcement of this Agreement. Nonmembers who choose to join or rejoin the Association shall do so only under the following conditions and may not do so otherwise:

1. The Nonmember shall not be the subject of a current professional standards investigation, critical incident or criminal investigation.
2. The time window for a Nonmember to join or rejoin the Association shall be January 1 to January 31 of each calendar year. Membership shall be effective thirty (30) calendar days after an eligible Nonmember requests to join or rejoin the Association within the period permitted.
3. The Nonmember shall pay back dues owed to the Association in an amount not to exceed the total which would have been paid during the six (6) month period ending upon the effective date of membership.
4. The Nonmember shall execute and authorize dues withholding documentation as set forth in this Article.

Section 3. Dues Deductions.

- (a) Association dues/Apolitical deduction will be withheld from the first (1st) paycheck and each subsequent paycheck.
- (b) The written request for dues/Apolitical deductions is not terminated when an employee is placed on any type of leave of disciplinary suspension with pay. The County shall deduct Association dues/Apolitical deductions which have not been paid during time off without pay commencing with the first (1st) paycheck following the employee's return to paid status.
- (c) The aggregated deductions of all dues/Apolitical payers together with an "itemized reconciliation" shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The County and the Association will cooperate to accomplish this by Electronic Funds Transfer (EFT). The reconciliation shall include: (1) a heading indicating the name of the employer and the period covered, (2) a listing of the dues/Apolitical payers in alphabetical order by last name first, amount of dues/Apolitical paid, any type of change since last reconciliation (termination, retirement, cancellation, new members, name change).
- (d) The County and the Association shall cooperate in order to correct payroll and check-off errors which may be accomplished with an offset or an addition in subsequent payroll periods after discovery of the error(s).

Section 4. Individual Choice and Rights. The County and the Association shall not interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refusal to participate or join the Association.

Section 5. Use of County Facilities and Equipment. The County will allow reasonable use of County facilities for Association meetings, if requested in advance in writing with adequate notice based on availability. The Association will not incur unreasonable County expense, such as long distance telephone, photo copier and paper, and use of vehicles, for example, without advance written approval. On duty personnel will be allowed to attend Association general membership meetings with five (5) days' notice of the meeting as long as the operational needs of the County are met and the meetings take place before or after the employees' regular work hours, during meal period or during any other break periods.

Section 6. CBA/PECBA Bargaining. Seven (7) on-duty Association Members shall be permitted to attend negotiating sessions with the County without loss of pay relative to securing Agreement renewal or for the purposes of PECBA bargaining related to ORS 243.698 et seq. Attendance shall be subject to call. Reasonable advance notice shall be given to the County with as much time as is practical in advance of the anticipated absence(s). The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties. The parties may agree that additional Association members will be permitted to attend negotiation sessions with the County without loss of pay and/or in an on-duty status.

Association bargaining team members may request to flex their work shift to facilitate bargaining and/or labor relations meetings with the County, with at least forty-eight (48) hours advance notice. This request will not result in any overtime.

Section 7. Association Visits. Authorized nonemployee agent(s) of the Association shall have access to the County's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no unreasonable interruption of the County's work. Such Association Agent(s) shall advise the County of their presence and their intended visit upon arrival at the County's establishment when they first enter the premises. Notice to County will be provided by contacting the Sheriff or Department Director or designee.

Section 8. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in the work area to be used by the Association. The Association shall limit its use of such boards to notices and bulletins concerning routine Association matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

Section 9. Defense and Indemnity. The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's compliance with and/or enforcement of the provisions of this Article or as a result of any check-off; provided however that the Association shall not be liable for obligations of any employee which were not paid by the employee due to payroll withholding error or other reason.

Section 10. Association Business. Association officers and authorized representatives shall be certified in writing to the County from time-to time or when requested by the County. With as much notice as practical in advance, authorized representative(s) shall be granted reasonable time off without loss of pay for the purpose of meeting with the County within the scope of representation. The

Association shall give the County as much notice as is practical when authorized representative(s) need time off with pay to conduct Association business. Subject to public safety emergencies and operational needs designated Association representatives will be authorized to engage in Association activities without loss of pay when necessary during the work shift (i.e.: investigate grievances, attend investigatory meetings and/or due process hearings, participate in collective bargaining, arbitration and/or an administrative hearing, labor relations interactions with the County, representation and Association support related to officer involved shootings and/or traumatic use of force incidents, matters related to and/or associated with potential discipline); provided however that (1) these rights shall not be abused, and (2) on-duty Association representative(s) must notify their supervisor before prioritizing Association activity during hours of work, and (3) on-duty Association representative(s) may be asked to assist in obtaining shift coverage before prioritizing Association activity during work hours.

Section 11. Assessment of Fees to Nonmember.

The Association, as the exclusive representative of employees covered by this Agreement, may be required to represent a Nonmember of the Association and to incur costs and expend Association resources in so doing. Therefore, the parties recognize that the Association may assess and charge fees for such representation to any Nonmember. If a Nonmember fails to pay the Association costs/fees assessed to the Nonmember by the Association in connection with Association representation, the Association may use the legal process to assert its claims and collect amounts due to the Association. If a Nonmember and the Association enter into an agreement and written payroll withholding arrangement signed by the Association and the Nonmember which is intended to avoid collection litigation and garnishment of wages, the County will honor the Agreement and the payroll deductions thereby designated in writing to the extent and limits allowed by law.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as expressly abridged by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement and in state and federal law, and the County retains all prerogatives, functions and rights not specifically limited by the specific terms of this Agreement. Except as required by ORS 243.698 et seq., the County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- (a) To determine the services to be rendered to the citizens of the County.
- (b) To determine and to follow the County's financial, budgetary and accounting procedures.
- (c) To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed and operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
- (d) To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- (e) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to lay off; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- (f) Except as abridged by this Agreement, the right to determine a lateral hire employee's pay step placement and paid leaves accrual placement.
- (g) To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- (h) To establish, revise and implement standards for hiring, classification promotion, quality of work, safety, materials, equipment, appearance, methods, and procedures.
- (i) To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- (j) To assign and distribute work.
- (k) To assign shifts, workdays, hours of work, and work locations.

- (l) To designate and to assign all work duties.
- (m) To introduce new duties and to revise job classifications and duties within the unit, provided the Association receive notice of changes to mandatory subjects of bargaining and are negotiated, if requested by the Association, prior to implementation.
- (n) To determine the need for and the qualifications of new employees, transfers, and promotions.
- (o) To discipline, suspend, demote, or discharge an employee for just cause.
- (p) To determine the need for additional educational courses, training programs, on-the-job training, and cross training and to assign employees to such duties for periods to be determined by the County.
- (q) To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with it as to the effect of such action on employees in the unit prior to finalizing or implementing new decisions concerning such contracting or subcontracting.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

ARTICLE 4 – SENIORITY, LAYOFF, BUMPING, RECALL

Section 1. Definition.

(a) **Layoff.** For purposes of this Agreement, layoff shall be defined as a non-disciplinary separation from service for involuntary reasons other than resignation, not reflecting discredit on an employee.

(b) **Sheriff's Office Seniority.** For purposes of this Agreement, Sheriff's Office Seniority shall mean the length of an employee's continuous service within the Sheriff's Office since his/her last date of hire.

(c) **Classification Seniority** shall mean the length of an employee's continuous service within a classification. Parole and Probation Officers which functionally are not delineated by budgetary limitations or a competitive selection process, and for purposes of this Article, these job categories shall each be considered a single classification.

For layoff, bumping and recall purposes, the job categories of Corrections Officer and Corporal shall be considered a single classification.

(d) **Part-time Seniority** - Part-time Seniority is based on rate of time worked. For example, a .5 FTE will be credited for six (6) months seniority per each year worked.

An employee shall not have any seniority until he/she completes the probationary period.

Section 2. Layoff.

(a) The County will provide at least thirty (30) calendar days' written notice prior to any layoff of any "regular" employee represented by the Association. Upon the layoff of any "regular" employee, the work of all "non-regular" employees in the same classifications as laid off "regular" employees shall be offered to the laid off "regular" employee(s) before a "non-regular" employee may perform the work. Any "regular" employee in laid off status accepting "non-regular" work shall be paid and compensated as provided for the "non-regular" position assumed.

(b) "Regular" employees will be laid off by classification and by classification seniority. The least senior employee(s) will be laid off in inverse order of seniority.

(c) For the purposes of implementation of this Section 2, the "non-regular" employee work of courthouse security is able to be performed by any "regular" employee classification who is certified by DPSST as a police officer, corrections officer and/or probation/parole officer.

(d) A laid off "regular" employee working "non-regular" employee work, will not be limited in hours/days worked, as set forth in Article 1 of this Agreement. It is the intent of the parties that a laid off "regular" employee working "non-regular" employee work be able to work as many hours/shifts as lawfully possible; however, this employee will only receive benefits as described in Article 1 of this Agreement, as provided by County policy, or as required by State law.

Section 3. Bumping Rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump the least senior remaining employees in a lower and previously held classification within their department or division based on seniority in that classification, provided that the employee is fully qualified to perform all the duties of the former classification.

Any employee having transferred divisions/departments prior to the ratification of this Agreement, shall retain their bumping rights held prior to the ratification of this Agreement

Section 4. Seniority List and Recall Rights. Employees shall be called back from layoff according to Classification Seniority in the classification from which they were laid off for twelve (12) months following the date of layoff, after which recall rights shall end. No new employee shall be hired in any classification until all employees who have been laid off from that classification for less than one (1) year have had an opportunity to return to work.

Section 5. Employee Responsibility. Employees shall keep the County informed of their current addresses. Any employee who has been laid-off and who fails to report to work within fourteen (14) working days after a certified letter is sent to his/her last known address, directing him/her to report to work shall be considered a voluntary quit. The County shall have fulfilled its obligation hereunder when it has sent notification to report to work to the last address given to it by the employee.

Section 6. Disabled Employees. Any employee who is temporarily physically disabled at the time of receiving notification and is not expected to be able to report within the fourteen (14) days set out in Section 5 above, shall provide a physician's certification as to the temporary disability and its expected duration and the person recalled shall further advise of the desire to remain subject to further recall for a period of up to six (6) months. The County shall then notify the next person on the recall list. If there is no one available for recall, the County may fill the positions in the regular fashion. The disabled employee who gives notice of temporary disability shall continue to be recalled for the next available openings that may occur within the six (6) months period as set forth in Section 5.

ARTICLE 5 – STRIKES AND LOCKOUTS

Section 1. Strikes. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the County. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

Section 2. Return to Work. In the event of strike, work stoppage, slowdown, picketing, observance of picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 3. Lockouts. There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 6 – SETTLEMENT OF DISPUTES

Section 1. Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance and arbitration procedure that it believes in good faith lacks sufficient merit. The Association may determine a grievance lacks sufficient merit prior to its filing, or at any time throughout the steps described in Section 2 of this article. Nothing in this section shall be interpreted to require the Association to make a determination of merit prior to the informal process in Section 2, or at any other step outlined in this article.

Section 2. Grievance Procedure. A grievance is defined as a complaint or concern arising out of an alleged violation of the provisions of this Agreement. An employee covered by this Agreement who has such a complaint or concern, and the Association, shall present the essence of the employee's complaint, concern or grievance informally and verbally to the division head within twenty (20) calendar days of knowledge of the occurrence in question; the division head shall have twenty (20) calendar days to respond and shall do so verbally and in writing to both the employee and the Association during a mutually-agreed to and scheduled meeting. When the Association presents a grievance, the Association shall notify the division head in writing that the informal process is proceeding under Article 6. If the matter is not resolved informally to the satisfaction of the Association, the matter shall be pursued in the following manner, which shall be the sole and exclusive method for the resolution of all grievances:

STEP 1: The Association shall put the grievance in writing and then present the issue to the employee's division head within twenty (20) calendar days of the division head's decision at the informal stage, in an effort to adjust the issue. The grievance document shall be signed and dated, and shall set forth a statement of the grievance and the alleged facts involved, including relevant dates, citation to the applicable provisions of the Agreement alleged to have been violated, and the relief sought. The division head shall respond in writing within twenty (20) calendar days of the discussion, excluding Saturday, Sunday and legal holidays.

STEP 2: In the event the matter is not resolved at STEP 1, if the Association wishes to pursue the matter further, the Association shall submit the grievance in writing to the Sheriff/Director or his designee within twenty (20) calendar days of the division head's Step 1 written response. The Sheriff/Director or his designee shall meet with the Association and shall provide a written response to the Association within twenty (20) calendar days of the date it was received by the Sheriff/Director.

STEP 3: If the grievance still remains unsettled after STEP 2 and the Association wishes to pursue the matter further, the Association shall submit the grievance in writing to the County Commissioners within twenty-eight (28) calendar days after the response in STEP 2 is given. Following the giving of such notice, the County Commissioners, or their designee and the representatives of the Association shall meet within twenty-eight (28) calendar days. The County Commissioners will give a written response to the grievance to the Association within twenty (20) calendar days.

STEP 4: If the grievance is still unsettled after completion of STEP 3 and the Association wishes to pursue the matter further, it shall, within twenty-eight (28) calendar days of the written response of the County Commissioners under Step 3, provide written notice to the County of its desire to refer the grievance to arbitration.

Section 3. Arbitration. Arbitrators shall be selected from a list of Oregon based and Washington based arbitrators maintained by the Oregon Employment Relations Board (ERB) for all arbitrations except law enforcement misconduct matters.

Non-Law Enforcement Misconduct Cases: Within ten (10) calendar days of the Association's written notice to the County the Association shall contact the ERB to obtain an arbitrator list from the ERB that the parties will use to select the arbitrator. The parties shall alternately strike names from the ERB arbitrator list, with the parties flipping a coin or medallion to determine the order of arbitral name strikes. When only one (1) name remains on the list, that name shall be that of the arbitrator. The designated arbitrator shall set a time and place for the hearing that is agreeable to both parties. Expenses for the arbitrator shall be borne by the losing party. However, each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim recording of the proceedings, it may cause such a recording to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have authority to consider only a claim based on a specific provision of this Agreement and shall have no right to modify, detract from or add to this Agreement and shall base the decision and award exclusively on the contractual obligations inherent in this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

The selected arbitrator shall render a decision within thirty (30) calendar days of the close of the hearing unless extended by agreement of the parties.

If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Association or the County, the hearing on the question(s) of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

Upon written mutual agreement by the Association and the County, at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing, to have the arbitrator issue an oral bench decision. This decision by the parties must be exercised, in writing, prior to the start of the actual arbitration hearing. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration and within such time as the arbitrator and the parties agree.

Law Enforcement Misconduct cases: Selection of an arbitrator for cases of misconduct by a law enforcement officer proceeding under ORS 243.706(3), will follow the rules announced by the Employment Relations Board pursuant to HB 2930, and found in OAR 115-040-0034. The parties will contact ERB for the selection of an arbitrator within ten (10) calendar days of the Association's notice to the County. Aside from the selection of the arbitrator for law enforcement cases, the remainder of the provisions of this section apply to all arbitration cases.

Section 4. Time Limits. The time periods specified in this Article may be extended or modified by mutual written consent. Failure by the Association or the employee to comply with a specified time

limitation shall be treated as an unsatisfactory disposition of the grievance. If the County fails to comply with the applicable specified time period, then the matter will advance to the next step.

Section 5. Resolution. Resolution of a grievance at any step of the procedure shall be final and binding upon the County, the Association, and the affected employee(s). Any resolution shall be reduced to writing and executed by a representative of each party.

ARTICLE 7 – PROBATIONARY PERIOD

Section 1. Purpose. The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve public safety in the County by observing a new employee’s work, training new employees, and assisting new employees in adjusting to their new positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 2. Length. All employees, including promoted or transferred employees, required to attend a DPSST academy in order to obtain their basic Oregon certificate, shall serve an eighteen (18) month probationary period. All other employees shall serve a twelve (12)-month probationary period. Upon successful completion of the probationary period, the employee shall become a regular full-time employee, and shall attain seniority retroactive to his or her most recent date of hire.

In order to enhance recruitment efforts, newly hired employees who are already certified by Oregon DPSST or who are eligible for certification through the DPSST equivalency academy, and whose classifications otherwise require DPSST academy training will serve a nine (9)-month probationary period.

Section 3. Status. Probationary employees are not entitled to just cause protections per Article 8, Section 1, and are “at-will” employees subject to termination at any time during their probationary period.

Section 4. Promotional/Transfer Probation. Upon promotion or transfer to another classification that does not require a new DPSST certification, the employee shall serve a six (6)-month probation in the new classification. Should the employee not make the adjustment in transfer or promotion, it shall be the right of the Sheriff/Director to transfer the employee back to his/her original position transferred or promoted from. Such decision shall be made by the Sheriff/Director and shall be documented in writing with a copy provided to the employee and the Association. The six (6)-month probation may, at the request of the employee and at the discretion of the Sheriff/Director be waived, in writing. A copy of the waiver will be provided to the employee and the Association.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Measures. Disciplinary action shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- A. Verbal reprimand, which may be documented in writing;
- B. Written reprimand;
- C. Reduction in pay;
- D. Suspension without pay;
- E. Demotion;
- F. Discharge.

Section 2. Employee and Association Representation Rights.

A. An employee shall have the right to have an Association representative present at any meeting or interview between the County and the employee that may lead to the imposition of a discipline greater than a verbal reprimand, including any fact-finding pre-disciplinary meetings that occur prior to the imposition of discipline.

B. The employee will be informed of their right to have an Association representative present and, pursuant to ORS 243.666, the County will make sure that the Association has been notified and offered the opportunity to participate in any meeting between the County and an employee that may lead to the imposition of discipline which is greater than a verbal reprimand.

C. If at any time during a meeting, between the County and an employee, that was held without an Association representative present and without the Association being notified about the meeting, it appears a more serious disciplinary problem or issue has developed, the County will immediately suspend the meeting and proceed in accordance with Sections 4 through 5 of this Article.

D. As a matter of practice, all meetings between the County and an Association-represented employee, that relate to discipline, shall be electronically recorded by the County and by the Association at its discretion. Upon request, a copy of the County/Association recordings shall be provided to the involved employee and/or the Association or County.

Section 3. Non-Economic Disciplinary Action.

A. Counseling is not disciplinary in nature.

B. Reprimands. If the County does not investigate an employee pursuant to Sections 4 through 5 below, then the most severe discipline the County can impose is either a verbal or a written reprimand.

An employee or the Association shall have the right to submit a written response/rebuttal to a verbal or written reprimand, which shall be maintained and/or transmitted with the record of discipline.

C. Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond Step 2.

D. Minor complaints (incidents for which no more than a verbal warning may result), which may be handled immediately when a representative is not readily available.

E. An employee or the Association shall have the right to submit a written response/rebuttal to a verbal or written reprimand, which shall be maintained and/or transmitted with the record of discipline.

Section 4. Due Process. The County shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures as set forth in Section 4 and 6 of this Article.

A. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee.

B. At the time of the decision of the County to schedule a pre-disciplinary (Loudermill), the County shall provide the Association and the affected employee with all the information, materials and documents which the County relied upon and obtained during the investigation. Such information shall be provided to the Association, either by hand delivery, or if feasible, transmitted to the Association electronically, unless impractical to do so, in which case the parties will collaborate as to how the information will be transmitted to the Association.

C. If a grievance is filed, documents upon which the County has relied shall be provided to the Association and the affected employee. If a grievance is filed, the County shall have a continuing duty to provide any and all additional information about the investigation, the employee, and/or the discipline, to the Association.

Section 5. Avoidance of Embarrassment. If the County has reason to discipline an employee the County shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public. The Association shall also make a reasonable effort to ensure that any information the Association receives about a represented employee is not used to unduly embarrass the represented employee.

Section 6. General Procedures.

A. **Potential Discipline Situations.** Any employee who becomes subject to an investigation concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing within seventy-two (72) hours of the County's initiation of the formal investigation, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
2. At least seventy-two (72) hours prior to a disciplinary interview by the County of an employee, the result of which could be that the County may impose an economic sanction upon the employee as a result of the underlying incident, the employee and

the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time (See **Exhibit C** which is an example); the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the County possesses, at that time, related to the investigation.

3. With regard to Section 6.A. numbers 1 and 2 above, when releasing information to the employee and the Association, the County may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the County's relationship with a victim. In such event, the County and the Association shall cooperate to meet appropriate investigative and due process needs.
4. The employee shall be allowed the right to have an Association representative present during the interview and any meeting(s) with the employee related to the investigation. The opportunity to have the Association representative present at the interview shall not delay the interview more than twenty-four (24) hours, unless the parties mutually agree to a longer extension
5. All interviews shall take place at Sheriff's Office/Community Corrections facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
6. The County shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, during contiguous times, or during an assigned administrative shift, except for emergencies. However, where the Sheriff or the designee or Community Correction's Director or designee is a party to the interview, the County may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the County will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
7. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America. All compelled investigatory interviews will include a *Garrity* notice to the employee.
8. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
9. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the County from questioning the employee about information which is developed during the course of the interview.

10. The County shall electronically record the interview. A copy of the complete recording of the interview of the employee shall be furnished, upon request, to the Association. If the employee is subsequently re-interviewed, the prior interview(s) of the employee shall be transcribed and provided to the employee and the Association at least twenty-four (24) hours prior to the re-interview. If the interviewed employee is subsequently disciplined, and if the County or Association transcribes the recording, then a copy of the transcription shall be provided to the other party.
11. Interviews and investigations shall be concluded without unreasonable delay.
12. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within six (6) months from discovery by the County of the basis of discipline. If not, the employee will be exonerated of all charges.
13. After discipline is imposed upon an employee, if and when any information related to the employee's discipline is transmitted to any prosecutor (Brady issue) and/or related to certification issues (DPSST), the same information shall be contemporaneously transmitted to the Association's legal counsel.

B. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

Interviews of "involved" officers from a deadly force incident shall be done in compliance with the County's "Officer Involved Shooting" protocol.

C. Section 8.5 of this Agreement shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the County shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 9 – HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for meal periods and rest periods.

Section 2. Workdays, Workweeks and Work Periods.

A. The regular workweek will be designated by the Sheriff for each division of the Sheriff's Office and shall consist of one of the following: eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) consecutive days off; or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) consecutive days off; or a 5-9/4-9 work schedule which is a fourteen (14)-day work period of eighty-one (81) hours wherein an employee works five (5) consecutive nine (9) consecutive-hour workdays followed by two (2) consecutive days off, followed by four (4) consecutive nine (9) consecutive-hour workdays followed by three (3) consecutive days off or any combination of two twelve (12) hour shifts and two eight (8) hour shifts over four consecutive days followed by three (3) consecutive days off.

B. As an alternate in the case of the **Corrections Division**, an alternating shift of three (3) and four (4) consecutive twelve (12)-hour workdays per week on duty followed by alternating three (3) and four (4) consecutive days off is currently in effect and the status quo. Corrections Division employees working a twelve (12)-hour shift shall also receive nine (9) additional paid scheduled days off per year, which shall be scheduled off by mutual agreement. The nine (9) days shall be available for use July 1 of each fiscal year and shall be used within the fiscal year. If the time has not been used by March 31 of each fiscal year, the County may unilaterally schedule time off between April 1 and June 30 for the employee for the remaining unused time. The days for new hires will be pro-rated from the date of hire. In the event the time is taken off, and the employee's employment ends during the fiscal year, the employee's final check shall be reconciled on the basis of 0.75 days earned per month.

C. Selection of shift periods (that is, starting times and shift change roll-over days) is at the discretion of the Sheriff's Office. If shift periods are altered by the Sheriff's Office after the posting of the shift bid schedule or after the implementation of the seniority shift bid schedule, a new seniority shift bid shall occur for selection of the altered shift periods.

D. A workday is a twenty-four (24)-hour period commencing at the beginning of an employee's regularly scheduled work shift. A workweek is a seven (7) consecutive calendar day period commencing on the first calendar day of an employee's regularly scheduled workweek. For Community Corrections, the seven (7) calendar day workweek will commence at 0000 on Sunday and end at 2359 on Saturday.

E. Nothing in this Article shall prevent the parties from entering into a mutually acceptable written agreement amending work hours and/or hour-related issues. Such an agreement shall be subject to the grievance procedure.

F. Notwithstanding the foregoing in this Section, Program Technicians, Office Assistants, Receptionists, employees assigned to the civil division with the exception of sworn Civil Deputies, and community corrections employees with the exception of the Work Crew Supervisor, work an eight (8)-hour shift with an unpaid thirty (30) or sixty (60)-minute lunch period as agreed upon by the employee and the supervisor or as directed by the supervisor as necessary under a particular circumstance, and such shifts are considered to be comprised of "consecutive hours" within the meaning of this Article.

Section 3. Work Schedules.

A. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays, and hours shall be posted on Sheriff's Office/Community Corrections bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change. For the purposes of this paragraph "emergency" shall mean a sudden and urgent occasion for action or a pressing necessity, neither of which could have been reasonably anticipated to occur, and shall be accommodated by the Sheriff's Office by moving the least senior non-probationary employee(s) on the schedule, or by call back or holdover at overtime, or by overtime work.

B. Community Corrections employees shall work the regular base shift specified, and with the prior authorization of their supervisors, shall have the latitude to adjust the starting and quitting times of the work day(s) within a work week or FLSA work period as needed to accommodate the work schedules of their clients and/or the work plans for the day or week, provided however, that no employee will work more than five (5) work days totaling forty (40) hours within a work week without prior authorization of a supervisor.

C. At shift change, employees shall be paid for actual hours worked and overtime worked as required by the FLSA and this Agreement. At shift change, if the employee's work week changes, the employee shall be paid for the shift change period based upon the work week (prior or successive) which produces the greater number of overtime hours. If the impact on an employee of the shift change is that the employee works fewer hours than the employee's regularly scheduled hours of work, then the employee shall be paid for hours actually worked; in addition and at the employee's election provided earned paid leave is available, an employee who so requests, prior to the pay period of the shift change, shall be paid the amount of the employee's regular salary based on regularly scheduled hours, and the difference shall be charged to the employee's chosen paid leave balance, except sick leave, unless an employee is sick, on FMLA/OFLA or as allowed by law.

D. Specific to the Communications Division, in conjunction with annual shift bidding and annual vacation bidding, the Sheriff's Office shall establish and post, in writing, the minimum staffing level for each Communications shift (Day, Swing, Graveyard) in the Communications Division. The shift bidding schedule will be designed so that at least one telecommunicator will have access for purposes of vacation bidding from each shift; this requirement does not preclude the County from denying a vacation request where it is foreseeable that employee will be absent for protected reasons for a work week or longer.

E. The County will administer daylight savings time by either authorizing overtime when the time changes backwards one (1) hour in the fall, causing the employee to work additional time, or by paying the employee for the actual hours worked, at the appropriate regular rate of pay, when the time changes forward one (1) hour in the spring, or in the spring, at the election of the employee, one (1) hour of accrued vacation may be used.

Section 4. Rest Periods. A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, except those individuals working a twelve (12) hour or ten (10) hour shift shall receive an additional rest period of fifteen (15) minutes; rest periods shall be scheduled in accordance with the operating requirements of each officer's duties.

Section 5. Meal Periods. Employees working more than six (6) hours per shift, and less than twelve (12) hours per shift shall be entitled to one (1) meal period per shift. Employees working a twelve (12) hour shift shall be entitled to two (2) meal periods per shift. Consistent with Bureau of Labor and Industry regulations and Sheriff's Office needs, lunch periods will be unpaid, unless the employee is required to stay on-site and is not relieved of all work duties while on the meal break. If a community corrections, dispatch, or corrections employee is required to stay on-site and is not relieved of all work duties, the meal period will be paid and a meal will be provided upon request. Bureau of Labor and Industry regulations require a meal period of not less than thirty (30) minutes. The length of the meal period will be determined by the Sheriff or his designee, and shall occur near the middle of the work shift. The lunch period for employees working a twelve (12)-hour shift shall occur near the middle of the first (1st) half, and the middle of the second (2nd) half of the shift.

Section 6. Guarantee of Hours Worked. No provision of this Agreement shall be construed as establishing or inferring a guarantee of any number of hours of work or pay per day or per week.

Section 7. Shift/Days Off Seniority Bidding.

A. A proposed successor work schedule and seniority bid list shall be posted no later than September 1 of each year. A shift/work schedule to include days off shall be determined and posted by the Sheriff's Office not later than thirty (30) days prior to the beginning of the upcoming work schedule rotation. Employees in each division shall be entitled to seniority bid for their work schedule each October, for the following calendar year.

B. The seniority shift bid schedule cycles shall be the calendar year broken into three (3) or four (4) month shift cycles, based off divisional needs, which begin three (3) or four (4) times each year in January, May and September (3 times) or January, April, July and October (4 times). During the rollover of shifts (shift change), it may be necessary for the Sheriff to assign paid administrative time off to an employee. During the rollover of shifts (shift change), any overtime associated with the shift change shall be paid as overtime for the rollover as set forth in Section 9.3.C above.

C. A shift/work schedule to include days off shall be utilized by employees within each Division. Shift and work schedule bidding will be granted by Division seniority except for probationary employees and their trainers/FTOs who may be assigned based on need to balance the shifts and provide appropriate training to probationary employees in training. To the greatest extent possible, the supervisor will attempt to reconcile FTOs' schedule with the FTO's seniority preference. Seniority may not be used to bid the same shift more than two (2) consecutive times. Shifts will be divided into grave, day, swing, and relief; or in the case of twelve (12)-hour shifts will be divided into day and night. Probationary laterally placed employees who no longer require a trainer/FTO shall be eligible to bid for shifts based upon seniority.

D. Any employee who has not bid within twenty-four (24) hours of posting of the seniority shift bid work schedule for the upcoming calendar year shall forfeit their shift bid and have their work shift assigned for the upcoming calendar year. The Association shall be responsible to ensure timely bidding by Association represented employees. The UCSO and UCCC shall ensure that results of annual seniority shift bidding work schedule are posted within fourteen (14) days of completion of bidding.

E. Seniority Shift Re-Bids and/or Mid-Shift Placements.

1. An employee, who voluntarily leaves a special assignment prior to the agreed-upon separation date associated with the employee's special assignment and who returns to work in a position which bids for shifts, shall be placed into a shift slot (days off/shift) by management based upon a good faith analysis of operational and/or personnel needs.

2. An employee who is removed from a special assignment or whose special assignment position is eliminated, and who returns to work in a position which bids for shifts, shall be allowed to exercise their seniority to select a shift slot (days off/shift) that the employee would have been able to bid into during the Annual Shift Bid.

F. Re-Bidding. If a vacant shift slot is projected to be available prior to the next shift rotation, the Association and the management may mutually agree to a timely re-bid to be effective at the next shift rotation and/or for the remainder of the calendar year.

G. Shift Trades. Employees may apply for shift trades in writing to their supervisor that, if approved, produce no obligation for the County to pay overtime.

ARTICLE 10 – SICK LEAVE

Section 1. Accrual Rates. All employees accrue sick leave benefits as an insurance against the impact of illness or injury of the employee. Sick leave shall accrue at the rate of eight (8) hours per full calendar month of service. Less than full-time employees shall accrue sick leave on a pro rata basis. Accrual shall begin on the employee's most recent employment date. Sick leave accumulated prior to the date of execution of this Agreement shall be credited to each employee's accumulated sick leave. Sick leave may be accumulated to a total of two thousand (2000) hours.

Section 2. Utilization. An employee can use accrued sick leave when unable to perform work duties by reason of illness or injury, dental, medical, or vision appointment, exposure to a contagious disease requiring isolation, to care for a sick member of the employee's immediate family (as defined in Section 3 below), family emergency or bereavement of an immediate family member (as defined in Article 11 Section 2) or as allowed under ORS 653.616. Use of sick leave for a family emergency involving a serious health condition or bereavement where the employee's presence is required shall be limited to two (2) days per incident, unless Oregon or Federal law otherwise requires. This limit may be extended with the approval of the Sheriff.

Section 3. Family Member Definition. Pursuant to ORS 659A.150(4), "Family member" means the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis. For the purpose of this benefit, the County agrees to further include brothers, sisters, stepparents or stepchildren of the employee and the registered domestic partner of the employee in the definition of "Family Member" as well as any other "Family Member" as defined in ORS 653.601. In relationships other than those above, under exceptional circumstances, such leave of absence may be granted by the Sheriff/Director.

Section 4. Retirement. Upon retirement, the County shall make available to the Public Employees Retirement System, the unused sick leave days computed into hours, to add to the gross amount of salary used in determining final average salary as defined in ORS 238.350 up to a maximum of 2000 hours.

Section 5. Health Care Verification. (1)(a) If an employee takes more than three (3) consecutive scheduled workdays of sick time for a purpose described in Article 10, Section 2, an employer may require the employee to provide verification from a health care provider of the need for the sick time, or certification of the need for leave for purposes of ORS 659A.272 as provided in ORS 659A.280.

(b) If the need for sick time is foreseeable and is projected to last more than three (3) scheduled workdays and an employee is required to provide notice under ORS 653.621, the employer may require that verification or certification be provided before the sick time commences or as soon as otherwise practicable.

(c) If the employee commences sick time without providing prior notice required by the employer under ORS 653.621:

(A) Health care verification shall be provided to the employer within fifteen (15) calendar days after the employer requests the verification; or

(B) Certification provided as specified in ORS 659A.280 shall be provided to the employer within a reasonable time after the employee receives the request for certification.

(2) The employer shall pay any reasonable costs for providing health care verification or certification required under this Section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

(3)(a) An employer may not require that the health care verification or certification required under this Section explain the nature of the illness or details related to the domestic violence, sexual assault, harassment, or stalking that necessitates the use of sick time.

(b) If an employer suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three (3) consecutive days. As used in this paragraph, “pattern of abuse” may include, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays.

(4) Pursuant to ORS 659A.150. “Health care provider” means:

(a) A person who is primarily responsible for providing health care to an eligible employee or a family member of an eligible employee, who is performing within the scope of the person’s professional license or certificate and who is:

(A) A physician licensed under ORS chapter 677;

(B) A physician assistant licensed under ORS 677.505 to 677.525;

(C) A dentist licensed under ORS 679.090;

(D) A psychologist licensed under ORS 675.030;

(E) An optometrist licensed under ORS 683.070;

(F) A naturopath licensed under ORS 685.080;

(G) A registered nurse licensed under ORS 678.050;

(H) A nurse practitioner certified under ORS 678.375;

(I) A direct entry midwife licensed under ORS 687.420;

(J) A licensed registered nurse who is certified by the Oregon State Board of Nursing as a nurse midwife nurse practitioner;

(K) A regulated social worker authorized to practice regulated social work under ORS 675.510 to 675.600; or

(L) A chiropractic physician licensed under ORS 684.054, but only to the extent the chiropractic physician provides treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated to exist by X-rays.

(b) A person who is primarily responsible for the treatment of an eligible employee or a family member of an eligible employee solely through spiritual means, including but not limited to a Christian Science practitioner.

Section 6. Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the County for the remaining period of disability after accrued sick leave, comp-time and vacation time has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such disability. Entitlement to such leave shall be as established under the Family Medical Leave Act and State Laws.

Section 7. Sick Leave Bonus. Employees who use less than twenty-four (24) hours of sick leave in an entire calendar year will receive vacation leave to reward the good attendance record each December 31, according to the following schedule:

Sick hours off per year	Vacation Leave
17-24	8 hours
9-16	16 hours
0-8	24 hours

To be eligible, employees must have been in a UCLEA benefitted position for the full calendar year. Part-time employees who are eligible shall have this bonus on a pro rata basis.

Section 8. Parental Leave. Parental leave shall be granted in accordance with the Umatilla County Personnel Policies related thereto and in effect at the time of ratification of this Agreement, and shall be in compliance with state and federal family leave laws.

Section 9. Hardship Leave. Employees may donate accumulated sick, vacation or compensatory leave to an employee who, as a result of a serious injury or illness, is about to exhaust or has exhausted his/her accumulated sick, vacation, and compensatory leaves. An employee may donate no more than eight (8) hours of sick leave per calendar year. Each year, an employee may receive no more than twelve (12) weeks of donated leave.

The donated leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the sick leave account of the employee to whom they are donated. Applications for Hardship Leave must be approved in accordance with County Policy 4.3 before any donations may be made.

Employees will at no time solicit donations. Donations must be received consecutively, and should a pay period end with the employee in a no-pay status and no additional donations pending, additional time may not be donated.

Section 10. High Absenteeism. The High Absenteeism Program is set forth in Appendix B.

ARTICLE 11 – BEREAVEMENT LEAVE

Section 1. Eligibility and Accumulation. Employees shall receive one work week or five (5) working days (no more than 40 hours) bereavement leave, to be taken for the purposes specified in Section 2 of this Article. Bereavement leave shall not accumulate or carry over from year to year.

Section 2. Utilization. Employees may utilize bereavement leave in the event of death in the immediate family of the employee, to make household adjustments or to attend funeral/memorial services. For this purpose, an employee's immediate family shall be defined as spouse, same-sex domestic partner, parents, stepparents, children, stepchildren, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, or other relative who resides in the employee's household. In relationships other than those above, under exceptional circumstances, the Sheriff/Director may grant such leave of absence.

ARTICLE 12 – OTHER LEAVES OF ABSENCE

Section 1. Criteria and Procedure.

- (a) Leaves of absence without pay not to exceed ninety (90) calendar days may be granted upon establishment of a reasonable justification therefore in instances where the work of the Sheriff's Office will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the County.
- (b) Employees may not use LWOP (leave without pay) for time off when the employee has no available leave accruals, except when LWOP is provided for by State and/or Federal law, or is approved long-term LWOP per County Policy or this Agreement.
- (c) An employee on unauthorized LWOP will be subject to discipline in accordance with Article 8 of this Agreement.

Section 2. Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the fee paid to such an employee for the period of absence shall be paid to the General Fund of the County (mileage reimbursement excluded), and upon being excused from jury service for any day an employee shall immediately contact the Sheriff/Director or his designee for assignment for the remainder of his or her regular workday. Should time spent on jury duty cause the employee to be unfit for that night's duty due to fatigue, the employee may request and may be granted use of available vacation or compensatory leave for that shift.

Section 3. Appearance. Leave using appropriate accrued paid leave shall be granted for a non-duty related appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority.

Section 4. Required Court Appearance. Required court appearances in connection with an employee's assigned duties, including the time required to travel to the court and return to the employee's headquarters shall be considered as hours worked. Any overtime resulting from such appearances shall be governed by Article 13, Compensation. Any fee paid to such an employee shall be paid to the General Fund of the County (mileage reimbursement excluded unless a County vehicle was used).

Section 5. Educational Leave.

- (a) After completing (1) year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the Sheriff for the purpose of upgrading his/her professional ability through enrollment in educational courses related to his/her employment at an accredited school. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the Sheriff. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period.
- (b) Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's

skill and professional ability. The Sheriff shall approve or deny these requests or assignments based on the needs of the Sheriff's Office, and approvals, directives, or denials shall be communicated in writing to involved members of the bargaining unit, with accompanying reasons thereof.

(c) Notice of all DPSST-approved classes and other training opportunities received by the Sheriff shall be posted on the Sheriff's Office bulletin boards.

Section 6. Military Leave. Employees who absent themselves from work for a period of active service with the National Guard or a reserve component of Armed Forces of the United States shall have the terms of such leave governed by applicable provisions of State and Federal law.

Section 7. Association Leave. Members of the Association Executive Board of Directors shall be granted accrued leave, compensatory time, or leave of absence without pay at their request and with Sheriff's or his designee's approval.

Section 8. Paid Leave Oregon (PLO). Umatilla County will participate in the state paid leave program (Paid Leave Oregon). The County will pay for the required employer contribution to Paid Leave Oregon, and the employee will pay for the employee's contribution. Eligible employees will be allowed to take time off as provided by the law. If the employee's PLO leave is also eligible for protected leave under the Oregon Family Leave Act (OFLA) and/or the Family Medical Leave Act (FMLA), OFLA and/or FMLA leave must be taken concurrently with PLO leave. If the employee is on an approved PLO, the County will continue to pay its portion of the group health insurance premiums and the employee must continue to pay their share of the premium.

ARTICLE 13 – COMPENSATION

Section 1. Salary Schedule.

A. Employees shall be compensated in accordance with the salary schedule (**Exhibit A-1**) attached to this Agreement as adjusted from time to time per this section and this Agreement.

(1) Effective July 1, 2023, all steps in Exhibit A-1 shall be adjusted by an increase specific to the CLASSIFICATION (See Exhibit A-1 for specific increases by classification).

(2) Effective July 1, 2024, all steps in Exhibit A-1 shall be adjusted by an across-the-board increase of four percent (4.0%).

(3) Effective July 1, 2025, all steps in Exhibit A-1 shall be adjusted by an across-the-board increase of four percent (4.0%).

B. Exhibit A-1, as provided from the County to the Association and as attached to this Agreement, is incorporated into this Agreement as a revised salary schedule.

(1) Lateral Placement: This section applies to all DPSST covered positions. To qualify for lateral placement: 1) The employee must have served in the same/similar position/classification with another public safety agency; and 2) Have current DPSST certification. Accepted DPSST certification status is current or lapsed. Certification that has been suspended, revoked, expired or under review (UR) will not be accepted. Placement will be based upon their total years of experience within their current classification. The employee must have served in the same/similar position/classification with another public safety agency where there was no lapse in DPSST (or equivalent) certification before coming to UCSO/UCCC. Lateral hires apply only to DPSST certified positions/classifications. For example, an employee who worked as a jail deputy for another agency, then moved to UCSO as a patrol deputy would not qualify for advance placement on the Exhibit A-1 salary schedule. This type of an employee must have been currently employed as a patrol deputy and have their current certification for the classification they are “lateraling” into. UCSO/UCCC shall submit a request for lateral placement to the Association President or designee and to the Board of Commissioners for approval. With approval of the Board of Commissioners a new lateral employee may be placed on the Exhibit A-1 salary schedule at a step for which they are qualified based on prior experience and tenure. The agreement must be provided to the Association President or designee.

Section 2. Proposed New Classification. When the County contemplates creating a new classification that is not listed on the salary schedule (**Exhibit A-1**), it shall designate a preliminary classification and pay rate for that position. The Association shall be notified of the proposed new classification and pay rate, and shall be afforded an opportunity to meet and discuss the matter. If the Association and County fail to reach agreement as to the proper rate of pay for the classification, they agree to adhere to ORS 243.698 and if necessary enter into impasse resolution in accordance with ORS 243.698.

Section 3. Pay Periods. Employees shall be paid on the last day of each month. If the last day of the month falls on a Saturday, Sunday, or Holiday, employees will be paid on the last working day preceding the Saturday, Sunday, or Holiday.

Section 4. Call-back and Stand-by Time. In instances of recall or callback outside of an employee's regular shift hours, the UCSO employee shall receive not less than two (2) hours' overtime pay at one and one-half (1-1/2) times his/her regular rate. UCCC employees who are recalled or called back outside of their regular shift hours shall receive not less than two (2) hours of compensatory time.

Section 5. Overtime.

A. Overtime shall be defined as hours of work in excess of forty (40) hours per work week as required by FLSA, except as amended for twelve (12)-hour shifts. In the case of twelve (12)-hour shifts, overtime is defined as hours actually worked over one hundred sixty-eight (168) hours within a twenty-eight (28)-day work period as allowed by the FLSA (**29 USC Sec. 207 (k)**). In the case of a 5-9/4-9 work schedule, overtime is paid for hours worked in excess of thirty-six (36) hours of work in the 4-9 week, and overtime is paid for hours worked in excess of (45) hours of work in the 5-9 week.

B. Employees shall be compensated for all hours actually worked in excess of their regular work week, or FLSA work period if of a longer duration, at the overtime rate of pay.

C. Mandated hours of work annexed to an employee's regular work schedule, and in excess of the employee's regular scheduled work hours, shall be paid at the employee's regular overtime rate of pay, except when on leave without pay status during the work week or work period.

D. Distribution of Overtime. To the extent consistent with the operating needs of the Sheriff's Office/Community Corrections, overtime work shall be distributed equally among employees with comparable skills within the same job classification as determined by the Sheriff/Community Correction Director or his designee. Overtime work shall be scheduled by the supervisors as deemed necessary to accomplish work schedules and to meet emergency needs.

Section 6. Compensatory Time for UCCC Only. At the election of a UCCC employee, at the time of the request, said employee may receive compensatory time in lieu of overtime pay. Compensatory time shall be earned at one and one-half (1-1/2) times the overtime hours worked, but shall not exceed the maximum of eighty (80) hours. An employee terminating service with the County shall be paid for all accrued compensatory time shown due to the employee on the records of the County. Payment for accrued compensatory time upon termination of employment shall be calculated at the employee's regular rate of pay received by the employee. If the Community Corrections Director or designees elect not to grant a compensatory time off request due to operational needs or to avoid overtime expense, the employee may elect to receive payment for the compensatory time requested on the payday of the upcoming payroll cycle.

The use of compensatory time shall be in accordance with the FLSA and Oregon wage and hour law.

Section 7. Mileage, Lodging and Meals. The County's current travel and expense policy shall apply whenever an employee is required to report to school, seminars, and other approved events or functions, at any location other than his/her regular reporting location. With the approval of a supervisor, employees may request and shall receive an approximate per diem check for projected expenses before reporting to school, seminars, and other approved events or functions.

Section 8. Work Out of Classification. Any employee who is assigned in writing to temporarily carry out the duties and responsibilities not included in their regular position description, to a position or rank senior to that of his/her regular rank for a continuous period of longer than four (4) work weeks,

shall be paid at the rate of such higher position or rank for the entire period so acting, retroactive to the first (1st) day worked.

Section 9. Certification Pay. In addition to, and based on the regular appropriate classification salary, employees will receive certification pay for DPSST certification in the discipline in which the employee is assigned, as follows:

- (a) Certification Pay of three percent (3%) for Intermediate and an additional four (4%) percent for Advanced to a total of seven (7%) percent shall be added to the employee's regular monthly pay.
- (b) All certification requirements shall be based on DPSST criteria; should said DPSST criteria change both the Association and the County reserve the right to re-evaluate Section 9, Certification Pay, in part or in whole.
- (c) Should the Sheriff deem it necessary to change the classification assignment, on a permanent basis, for any employee the appropriate Certification Pay shall apply.
- (d) It is the responsibility of an employee who has attained Intermediate, or Advanced Certification, to apply to the Sheriff, in writing with substantiating information for appropriate Certification Pay. The Sheriff shall respond within five (5) working days and shall make applicable adjustments on a Payroll Change Notice, effective with the next month's payroll.

Section 10. LEDS Incentive. Non-certified employees whose positions require LEDS certification will receive incentive pay of \$50 a month.

Section 11. Bi-lingual. Employees who are qualified as bi-lingual in English and Spanish will receive a monthly premium of five percent (5%) of their regular base pay. "Qualified" is determined by the employee scoring 70% or above on the established Law Enforcement Bilingual test.

Section 12. Training Officer.

- (A) DPSST certified employees assigned, designated or directed to train employees as a Training Officer for an individual employee and/or group, for the purpose of conducting DPSST reportable instruction or in an FTO capacity, will receive a pay differential premium of five percent (5%) of their base monthly salary, while performing the duty. The assignment, designation or direction will be in writing.

Time worked in that capacity shall be in minimum blocks of one (1) hour. A Training Officer is only required to submit a total number of hours spent training for a given pay period, along with who was training and what the training was for (i.e.: Field Training). FTO hours must be submitted to payroll no later than two (2) pay periods following the pay period in which the FTO Pay was earned. Failure to submit FTO hours timely may subject the employee to discipline.

- (B) Any employee who travels to locations outside of their regular work location shall be paid for the time to travel to/from their regular worksite location to/from the training location, and reimbursed for mileage at the Federal rate for mileage reimbursement, if their personal vehicle is used, in addition to the time spent performing the training.

(C) Training done by a verified instructor or Training Officer that is done by the employee while off duty will not be subject to the pay differential unless authorized in writing by the Sheriff or designee.

Section 13. Shift Differential. Employees whose bid shift is designated as swing or grave will receive a shift differential premium of twenty five dollars (\$25.00) per pay period. Swing shift is defined as any work shift that regularly is scheduled to work at least half the hour of work shift on or after 1600. Grave shift is defined as any work shift that regularly is scheduled to work at least half of the hour of the work shift on or after 0000.

Section 14. Travel. Travel outside the work shift for authorized training, conferences or seminars as a passenger in an airplane, train, boat, bus or automobile will be calculated as hours worked.

Section 15. Special Assignment Pay. Employees assigned as Detective or K-9 Deputy shall receive a pay differential premium of three percent (3%) of their base salary. Employees who are trained as a Crash Reconstruction Expert and/or DRE will receive a pay differential premium of three percent (3%) of their base salary, while performing those duties.

UCSO/UCCC employees assigned as LEADS Terminal Agency Coordinators (TAC) shall receive an additional \$150.00 per month.

ARTICLE 14 – HOLIDAYS

Section 1. Recognized Holidays. The following provisions shall be applicable relative to holidays:

(a) Holidays. The following shall be recognized as holidays:

1. New Year's Day, January 1
2. Martin Luther King, Jr.'s Birthday, in January
3. President's Day, Third Monday in February
4. Memorial Day, Last Monday in May
5. Juneteenth, June 19
6. Independence Day, July 4
7. Labor Day, First Monday in September
8. Veteran's Day, November 11
9. Thanksgiving Day, Fourth Thursday in November
10. Christmas Day, December 25
11. Every Holiday declared by the President of the United States, the Governor, and the Board of Commissioners.

(b) All hours worked on a holiday will be paid at one and one-half (1.5) times their regular rate of pay for regularly scheduled hours worked; and for call back and holdover hours, the rate of two and one-half (2.5) times the regular rate of pay. If an employee's regularly scheduled work day occurs on a holiday and the employee chooses to take that holiday off, then the employee must use earned leave. Office, transport, community corrections staff, full time assigned court security officer, and evidence technician shall take off holidays when the courthouse is closed and shall be paid for the recognized Section (1)(a) holidays off.

(c) Holiday pay applies to the twenty-four (24) hours of the calendar day on any above enumerated fixed holidays.

Section 2. Floating Holiday. After completion of twelve (12) months of employment, and on a fiscal year basis thereafter, regular full-time employees not employed in the Community Corrections Division shall be entitled to two (2) floating holidays with pay. Community Corrections employees shall be entitled to one (1) floating holiday with pay but shall receive an additional paid holiday each year on the day after Thanksgiving. Regular half-time and regular part-time employees shall be entitled to a proportionate Floating Holiday subject to the criteria in existence for regular full-time employees. Floating holiday time shall not be carried from one fiscal year to the next.

Section 3. Pay in lieu of Holidays. In lieu of the ten (10) holidays listed in Section 1(a) of this Article, each employee in a classification not listed in the second sentence of this Section shall have the equivalent of six (6) hours of pay per month contributed to the employee's HRA established under Article 16.4 of this Agreement. Office, transport, community corrections staff and evidence technician are ordinarily not scheduled to work on holidays and are not eligible for the six (6) hours of HRA holiday pay. For employees on "no-pay" status or who end their employment at the County this benefit shall be pro-rated.

ARTICLE 15 – VACATIONS

Section 1. Accrual Rates. Amount of Vacation and Eligibility Requirements. Employees covered by this Agreement shall accrue vacation according to the following schedule:

0 - 36 months	8 hours per month
37 - 72 months	10 hours per month
73 - 108 months	12 hours per month
109 - 144 months	14 hours per month
145 - 180 months	16 hours per month
181 months and over	18 hours per month

Provided however, that a newly hired employee shall not be entitled to accrue vacation until the completion of six (6) months of employment. During the seventh (7th) month of employment the employee shall be credited with vacation accruals for the first seven (7) months of employment.

- (a) Employees may take vacation credit as earned month by month subject to the approval of the supervisor after successful completion of twelve (12) months of employment for certified employees, and six (6) months of employment for non-certified or laterally hired employees following date of hire.
- (b) On-call, temporary and seasonal employees shall not be eligible for vacation benefits.
- (c) No employee shall receive vacation leave credits for any period of time which is leave without pay.
- (d) Regular part-time employees shall accrue vacation in an amount proportionate to that which would be accrued by full-time employees.
- (e) At the discretion of the UCSO/UCCC, with approval of the Board of Commissioners, a new employee may be placed at a vacation accrual rate higher than the entry rate for which they are qualified based on prior experience and tenure. The agreement must be provided to the Association President or designee.

Section 2. Compensation. Vacation shall be compensated at the employee's regular rate of pay at the time the vacation is taken. Continuous service shall constitute service unbroken by separation from employment as a regular full-time employee in the Sheriff's Department.

Section 3. Scheduling. During the month of October each year, employees will electronically sign up for seniority bid vacation for the upcoming calendar year (January to December). Employees and the Association are obliged to do what is necessary in order to facilitate and expedite completion of the electronic seniority bid process on a timely basis within the month of October. Any employee who does not electronically complete their sign up (with an electronic time/date stamp) for seniority bid vacation within twenty-four (24) hours of receiving the seniority bid vacation schedule shall forfeit seniority bid rights.

Proxies, telephone, email and other communication means may be collaboratively employed.

A. Once bid and approved based on seniority within each division, such bid vacation shall not be denied or cancelled except in the event of what the Sheriff or his designee determines to be an extreme and unforeseen emergency for which no practical alternative exists.

B. A vacation bid shall consist of a single block of consecutive days. Once all employees have had the opportunity to bid for one (1) block of vacation, additional bids shall be considered, one (1) bid per employee at a time, based on seniority of the employees who desire to bid for additional blocks of vacation.

C. Subject to section E, once bid, the employee shall take the bid time off and may not trade, provided the time off is on the books to take and has not been used prior to that time for some other purpose. Employees may not bid vacation for which they will not have sufficient accruals at the time of the scheduled vacation.

D. Once the vacation bids have been determined, thereafter vacation shall be granted or denied by division on a first come-first served basis. In order to provide sufficient notice to the Sheriff and employees who may be required to provide coverage, employees will endeavor to request vacation time off at least thirty (30) days in advance whenever the time requested consists of three (3) consecutive days or more

E. An employee may cancel their vacation request no later than seven (7) calendar days prior to the date of such vacation. When an unforeseen event arises that will interfere with their vacation, an employee may cancel their vacation request with supervisor approval.

Section 4. Termination or Death. Upon termination or death of an employee who has completed his/her probationary period and who is eligible to have a vacation balance, compensation for all accrued but unused vacation shall be paid to the employee or to the employee's surviving spouse if there be one, and otherwise to the employee's estate or to the trust entity or lawful heirs if probate is not required.

Section 5. Vacation Accrual Cap. An employee may carry up to a maximum of two hundred and forty (240) hours accrued vacation. In the event vacation time off is scheduled by an employee and approved, and thereafter cancelled due to any reason by the Sheriff or the Sheriff's designee, and the time off cannot be rescheduled prior to reaching the vacation cap, or if the employee is denied a request to take vacation, then the employee shall be authorized by the County to exceed the vacation cap subject to a written plan to use the vacation, which shall be submitted to the County by the Sheriff and the employee, in writing. A copy of the written plan shall be provided to the Association.

ARTICLE 16 – INSURANCE

Section 1. Health and Welfare. The County agrees to continue its present medical, dental and life insurance program for the term of this Agreement for all employees who are covered by this Agreement and who qualify under the terms of such programs, or a successor plan which is comparable on the whole.

In the event two (2) employees employed by the County are in the same immediate family, so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate contributions or benefits for the same family unit.

Section 2. Premium Costs. For the term of this Agreement, the County agrees to pay ninety percent (90%) of the full cost of medical and dental insurance.

Part-time employees who are regularly assigned and scheduled to work at least twenty (20) hours, but less than thirty-two (32) hours, per week shall receive half benefits.

Section 3. Life Insurance. The County will maintain the current life insurance and AD&D coverage and pay the full cost thereof. The amount of coverage under these policies will be \$50,000.00.

Section 4. Health Reimbursement Account (HRA). The County will contribute, for each full-time employee not regularly scheduled to work holidays and not receiving the additional Article 14, Section 3, Pay in Lieu of Holidays, HRA contribution, into a County HRA, one hundred twenty five dollars (\$125.00) per month. The County will contribute, for each full-time employee regularly scheduled to work holidays and receiving the additional Article 14, Section 3, Pay in Lieu of Holidays, HRA contribution, into a County HRA, sixty (\$60.00) per month. For employees on “no-pay” status or who end their employment at the County this benefit shall be pro-rated.

HRA contributions shall be made on a pro rata basis for the benefit of employees who are regularly assigned and scheduled to work at least twenty (20) hours per week and who are eligible for health insurance benefits pursuant to the terms of this Agreement.

Funds paid into an HRA may be used for pre-retirement or post-retirement expenses qualified for reimbursement under the HRA plan, in accordance with laws and regulations applicable to such accounts.

Section 5. Section 125 Contribution. The Association hereby agrees, that the ten percent (10%) health insurance premium cost share paid by an employee shall be paid monthly by a Section 125 Plan automatic monthly payroll deduction.

ARTICLE 17 – RETIREMENT

Section 1. Retirement Plan. The County agrees to maintain its existing retirement plan during the term of this Agreement.

Section 2. Employee Contribution Pick-Up. For historical purposes, Umatilla County ceased withholding from employees' salaries the contributions required by ORS 237.071 effective July 1, 2000, and began to "pick-up," assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of the employee member contribution to the system shall continue for the life of this Agreement. The Association and the County agree that if ever, by any means, the Employer is prohibited from "picking-up" PERS the contribution, that amount, six percent (6%), shall immediately be converted to salary and the employees will self-pay their PERS.

ARTICLE 18 – GENERAL PROVISIONS

Section 1. Future Rules. It is agreed that no existing or new work rule or policy, procedure or directive (hereinafter “new rule”) will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon Law will always be paramount. All such new rules that have been or shall hereafter be reduced to writing shall be posted on the bulletin boards for a period of thirty (30) consecutive workdays (and/or disseminated electronically) and shall be furnished electronically to the Association. In the event the Association considers any such rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss related matters, it shall so notify the Sheriff within fourteen (14) days following notice of the change or new rule. In such event, the new rule shall be discussed between the Sheriff and/or his/her designee and the Association Executive Board. If after such discussion the Association still believes that the new rule is inconsistent with the Agreement and the County still does not agree, the Association may elect to formalize a demand to bargain in accordance with Oregon law concerning any mandatory subject of bargaining or any mandatory impact.

Section 2. Vehicles. Employees will not be required to operate a vehicle that is unsafe or operating improperly. In addition, it is recognized that employees will not be required to transport a prisoner in a vehicle that is not equipped to prevent the prisoner from reaching outside the area to which he/she is confined. All patrol vehicles will be equipped with a locking gun rack. Vehicles purchased during the life of this Agreement will have air-conditioning, as will any other vehicle that is obtained by the Sheriff’s Office and converted to permanent use within the Sheriff’s Office.

Section 3. Weapons. Duty weapon ammunition will be provided by the County and shall be replaced when issued ammunition is used for qualification, and otherwise as needed. Training and qualification shall occur at least annually.

Section 4. Uniforms. Uniforms required to be worn by employees in the Sheriff’s Office shall be furnished by the County. The County shall be responsible for the cleaning and maintenance of uniforms. The County shall issue each uniformed employee with at least three (3) uniforms. The County will provide each criminal, civil and corrections deputy with one (1) reimbursement of up to three hundred (\$300.00) each two (2) calendar years for the employee to purchase their own footwear. A detailed receipt must be delivered to the Finance Office within thirty (30) days of purchase. It will be the employee's responsibility to maintain and provide the appropriate footwear for duty use, in accordance with the application uniform policy. Uniform items with identifiable insignia shall only be worn on-duty, to include home to work/work to home commutes.

Section 5. Repair or Replacement of Personal Property. The County shall replace or repair employees’ personal property, which is authorized by the Sheriff for use on-duty, which is damaged or destroyed in the line of duty and for which other reimbursement is not received. Non-designer sunglasses are authorized. The County shall review and determine all claims that are made. Repair of property will occur only when it will put the property in as good a condition as it was immediately before the damage. In no event will any personal property be repaired or replaced if damaged through the negligence of the employee.

Section 6. Indemnity and Defense. The County shall provide indemnity and defense of the employee for any incident transpiring within the scope of his/her employment, at no cost to the employee, in accordance with the Oregon Tort Claims Act, subject only to the limitations stated in Oregon law.

Section 7. Physical Fitness Requirements. All employees who are required to attend the DPSST academy to become certified to perform their jobs shall be able to pass OrPAT standards applicable to the employee's classification, during DPSST Academy training. All employees must maintain a personal level of fitness that enables them to perform the essential function of their job classification.

Section 8. Drug Testing. Employees covered under this Agreement will be subject to the provisions of County Policy 2.7 "Drug Testing Policy."

Section 9. Filling Vacancies.

(a) **Posting of Vacancies.** The employer will post at worksites all open bargaining unit positions for a period of two (2) calendar weeks, except for entry level positions which the County is opening for outside recruitment. Current bargaining unit members shall have the right to apply for such positions. The County may simultaneously advertise externally.

(b) **Promotions.** It shall be the County's intent to provide reasonable promotional opportunity to all bargaining unit members.

(c) **Transfers.** An employee may transfer or be transferred from one (1) position to another that is open in the same classification. To voluntarily transfer the employee must make application for and must meet the minimum and special qualifications of the positions. An involuntary transfer would not require a residence location.

Section 10. No Discrimination. Individual Rights and Association Membership. The County and the Association jointly agree that they will not illegally discriminate against any person or persons on the grounds of race, color, religion, sex, national origin, marital status, age, expunged juvenile record, family relations, association with anyone in a protected class, mental or physical handicap or application for Workers' Compensation benefits in employment practices, work duties or contractual arrangements.

Section 11. Legal Expense Reimbursement. The Association shall take steps periodically necessary to ensure [NOTE: this word is corrected as of 080620 review by MJM] that all employees represented by the Association shall be enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. In addition, eligible enrollees include supervisors and command level personnel of the Sheriff's Office and Community Corrections Department.

During the first calendar week of December, March, June and September of each year, the County and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment in coverage of Plant II relating to services and representation in civil and criminal actions. The County shall pay to the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30, but in no event shall the County be required to pay more than six dollars and fifty cents (\$6.50) per month per Association-represented employee covered by the benefit.

In accord with PORAC rules, employees in classifications represented by the Association, who choose to not be members of the Association, are not eligible for PORAC coverage and the County will not remit monies to the Association for coverage of these employees by PORAC.

Section 12. Equipment Issue. The parties have negotiated and executed a written memorandum of agreement (MOA) which is attached as **Exhibit D** and included by reference into this Agreement. This MOA will list the enumerated standard issue items including uniforms and equipment.

The County will furnish body armor to each employee who is required to wear body armor as a regular part of the performance of duty. Body armor shall be replaced according to the manufacturer's specifications. Corrections and Community Corrections employees who do not regularly wear body armor, will have available for issue, as needed, tactical body armor vests which fit the employee.

ARTICLE 19 – PERSONNEL RECORDS

Section 1. Access. Each employee shall have the right to review the contents of his/her own personnel file, and with the Association, to obtain a single copy of relevant portions, at no cost, in the event the employee or the Association is engaged in pending discipline or a pending labor relations matter. At the employee's option, the employee may request to be accompanied by an Association representative of his/her choosing in order to inspect the record. An employee leaving the employ of the Sheriff's Office may obtain a copy of the employee's personnel file as of the date of separation.

Section 2. Confidentiality. Access to and use of an employee's personnel file shall be limited to only the individual employee involved, to the Association representative in connection with an Association-based reason, and to County and Sheriff representatives for County business reasons, and shall not otherwise be disclosed except as provided for by Oregon public records law.

Section 3. Critical Material. No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee, shall be placed in an employee's personnel record that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it.

The County shall maintain records which are accurate, timely and relevant to County purposes. An employee may request removal of discipline documentation on the basis that the record is no longer timely, relevant or accurate. In the event disciplinary documentation of non-economic discipline, which is older than twelve (12) months, is the subject of such a request, it shall be removed if there has been no subsequent recurrence of the underlying conduct and no other discipline during that time. In the event disciplinary documentation related to a suspension of five (5) days or less, which is older than thirty-six (36) months, is the subject of such a request, it shall be removed if there have been no subsequent recurrences of the underlying or similar conduct and no other discipline during that time. Suspensions greater than five (5) days, and demotions are not subject to removal.

Section 4. Right to Respond. In addition to the employee and Association rights related to filing of grievances under this Agreement, an employee and the Association may submit a response to any letters of caution, warning or admonishment, or reprimand, which shall be placed with the related documentation in the personnel file. Such rebuttal shall be factual and shall not include counter charges.

Section 5. Permanent Records. All letters and material or commendations shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

ARTICLE 20 – WORKERS’ COMPENSATION

Section 1. Coverage. All employees of the Umatilla County Sheriff’s Office will be covered under the Workers’ Compensation laws of the State of Oregon. When an injury occurs in the course of employment, the County will, for the first one hundred eighty (180) days of time loss and temporary total disability, pay the difference between the payment received under workers’ compensation and the employee’s regular monthly salary without charging the employee’s sick leave bank. Thereafter, the County’s obligation to pay under the sick leave section is limited to the difference between any payment received under the workers’ compensation laws and the employee’s regular gross salary as long as the employee has accrued available sick leave credits and remains in the County’s employment. In such instances, the appropriate charges will be made against the employee’s accrued available sick leave at the rate of the County’s match until the sick leave is expended.

ARTICLE 21 – SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedures. This Section 2 and the County's action there under shall not be subject to Article 6, Settlement of Disputes.

ARTICLE 22 – TERMS OF AGREEMENT

A. Except where otherwise specifically stated, this Agreement shall be effective from July 1, 2023, and shall remain in full force and effect through the 30th day of June 2026; provided that either of the parties may give written notice to the other on or about November 30, 2025, of their desire to open negotiations of the Agreement set to expire June 30, 2026. In the event that neither party gives notice, then the Agreement shall automatically renew for an additional one (1)-year period. In the event that notice is given, negotiations shall not begin later than thirty (30) days from the notice.

B. This Agreement shall remain in full force and effect during the period of negotiations.

DATED this _____ day of _____ 2023.

**UMATILLA COUNTY LAW
ENFORCEMENT ASSOCIATION**

**UMATILLA COUNTY
BOARD OF COMMISSIONERS**

Blake Johlke, President

Daniel N. Dorran, Chair

Calvin Meade, Negotiation Team

John M. Shafer, Commissioner

Jaime Shockman, Negotiation Team

Celinda A. Timmons, Commissioner

Kerri Roberts, Negotiation Team

Zane Schnetzky, Negotiation Team

Terry Rowan, Sheriff

Kim Robinson, Negotiation Team

Dale Primmer, Director, Community
Justice Department

REVIEWED AS TO FORM:

Traci Anderson
General Counsel for Association

Douglas R. Olsen
Umatilla County Counsel

Exhibit A-1 – Salary Schedule

UCLEA SALARY SCHEDULE	STEP 1 -	STEP 2 -				
5% Between Steps	PROB	AFTER	STEP 3 -	STEP 4-	STEP 5-	STEP 6 -
Effective July 1, 2023	SALARY	PROB	Year3	Years	Year7	Year9
5. ADMINISTRATIVE/CLERICAL						
10 - Records Clerk	\$3,173.00	\$3,332.00	\$3,499.00	\$3,674.00	\$3,858.00	\$4,051.00
	\$38,076.00	\$39,984.00	\$41,988.00	\$44,088.00	\$46,296.00	\$48,612.00
	\$18.31	\$19.22	\$20.19	\$21.20	\$22.26	\$23.37
15 - Inmate Program Technician	\$3,542.00	\$3,719.00	\$3,905.00	\$4,100.00	\$4,305.00	\$4,520.00
Evidence Technician	\$42,504.00	\$44,628.00	\$46,860.00	\$49,200.00	\$51,660.00	\$54,240.00
	\$20.43	\$21.46	\$22.53	\$23.65	\$24.84	\$26.08
22 - CC Office Asst. IV / Data Entry	\$3,729.00	\$3,915.00	\$4,111.00	\$4,317.00	\$4,533.00	\$4,760.00
CC Office Assistant Bookkeeper	\$44,748.00	\$46,980.00	\$49,332.00	\$51,804.00	\$54,396.00	\$57,120.00
Records Administrative Assistant	\$21.51	\$22.59	\$23.72	\$24.91	\$26.15	\$27.46
35 - Records Specialist	\$4,030.00	\$4,232.00	\$4,444.00	\$4,666.00	\$4,899.00	\$5,144.00
Jail Administrative Assistant	\$48,360.00	\$50,784.00	\$53,328.00	\$55,992.00	\$58,788.00	\$61,728.00
	\$23.25	\$24.42	\$25.64	\$26.92	\$28.26	\$29.68
40 - Probation Services Specialist	\$4,161.00	\$4,369.00	\$4,587.00	\$4,816.00	\$5,057.00	\$5,310.00
	\$49,932.00	\$52,428.00	\$55,044.00	\$57,792.00	\$60,684.00	\$63,720.00
	\$24.01	\$25.21	\$26.46	\$27.78	\$29.18	\$30.63
10. CIVIL						
5 - Civil Deputy	\$4,174.00	\$4,383.00	\$4,602.00	\$4,832.00	\$5,074.00	\$5,328.00
Evidence Deputy	\$50,088.00	\$52,596.00	\$55,224.00	\$57,984.00	\$60,888.00	\$63,936.00
	\$24.08	\$25.29	\$26.55	\$27.88	\$29.27	\$30.74
15. COMMUNITY CORRECTIONS						
10 - Work Crew Supervisor	\$4,421.00	\$4,642.00	\$4,874.00	\$5,118.00	\$5,374.00	\$5,643.00
	\$53,052.00	\$55,704.00	\$58,488.00	\$61,416.00	\$64,488.00	\$67,716.00
	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00	\$32.56
15 - Parole and Probation Officer I	\$4,726.00	\$4,962.00	\$5,210.00	\$5,471.00	\$5,745.00	\$6,032.00
	\$56,712.00	\$59,544.00	\$62,520.00	\$65,652.00	\$68,940.00	\$72,384.00
	\$27.27	\$28.63	\$30.06	\$31.56	\$33.14	\$34.80
20 - Parole and Probation Officer II	\$5,205.00	\$5,465.00	\$5,738.00	\$6,025.00	\$6,326.00	\$6,642.00
	\$62,460.00	\$65,580.00	\$68,856.00	\$72,300.00	\$75,912.00	\$79,704.00
	\$30.03	\$31.53	\$33.10	\$34.76	\$36.50	\$38.32
20. COMMUNICATIONS/ DISPATCH						
10 - Telecommunicator I	\$4,360.00	\$4,578.00	\$4,807.00	\$5,047.00	\$5,299.00	\$5,564.00

Emergency Medical Dispatcher	\$52,320.00	\$54,936.00	\$57,684.00	\$60,564.00	\$63,588.00	\$66,768.00
	\$25.15	\$26.41	\$27.73	\$29.12	\$30.57	\$32.10
25. CORRECTIONS						
10 - CORRECTIONS OFFICER	\$4,658.00	\$4,891.00	\$5,136.00	\$5,393.00	\$5,663.00	\$5,946.00
	\$55,896.00	\$58,692.00	\$61,632.00	\$64,716.00	\$67,956.00	\$71,352.00
	\$26.87	\$28.22	\$29.63	\$31.11	\$32.67	\$34.30
25 - CORRECTIONS CORPORAL	\$5,000.00	\$5,250.00	\$5,513.00	\$5,789.00	\$6,078.00	\$6,382.00
	\$60,000.00	\$63,000.00	\$66,156.00	\$69,468.00	\$72,936.00	\$76,584.00
	\$28.85	\$30.29	\$31.81	\$33.40	\$35.07	\$36.82
30. TRANSPORT/SECURITY						
5 - Transport/Release Officer	\$4,517.00	\$4,743.00	\$4,980.00	\$5,229.00	\$5,490.00	\$5,765.00
	\$54,204.00	\$56,916.00	\$59,760.00	\$62,748.00	\$65,880.00	\$69,180.00
	\$26.06	\$27.36	\$28.73	\$30.17	\$31.67	\$33.26
10 - Court Security Officer	\$4,517.00	\$4,743.00	\$4,980.00	\$5,229.00	\$5,490.00	\$5,765.00
	\$54,204.00	\$56,916.00	\$59,760.00	\$62,748.00	\$65,880.00	\$69,180.00
	\$26.06	\$27.36	\$28.73	\$30.17	\$31.67	\$33.26
35. CRIMINAL						
5 - Criminal Deputy	\$5,283.00	\$5,547.00	\$5,824.00	\$6,115.00	\$6,421.00	\$6,742.00
	\$63,396.00	\$66,564.00	\$69,888.00	\$73,380.00	\$77,052.00	\$80,904.00
	\$30.48	\$32.00	\$33.60	\$35.28	\$37.04	\$38.90

Exhibit B (Reserved)

**EXHIBIT C –TA
MEMORANDUM**

DATE:

TO: Officer _____.

CC: _____, UCLEA Representative

FROM: _____

SUBJECT: Internal Affairs Investigation number: _____.
Internal Affairs Interview

This memorandum is written in accordance with Article 8 of the UCLEA Collective Bargaining Agreement. This memorandum is intended to inform you and the UCLEA that a formal Internal Affairs Investigation is commencing. This is also to inform you that you are the subject of this investigation.

Per the Collective Bargaining Agreement, and based on the information available at this time, you are informed that this investigation involves or is related to the following allegations, policies, procedures and laws:

Policies, Procedures and/or Laws Involved:

- Sheriff’s Policy and Procedure Manual, Code of Conduct and Professional Ethics Standards, January 2000, sections:
 1. Cannon Two, subsection 2.2: Peace Officers shall truthfully, completely and impartially report, testify, and present evidence in all matters of an official nature.
 2. Cannon Four, subsection 4.8: Peace Officers shall not engage in any activity which would create a conflict of interest or would be in violation of any law.
 3. Cannon Four, subsection 4.9: Peace Officers shall at all times conduct themselves in a professional manner so as not to discredit their profession or the Department.
- Sheriff’s Policy and Procedure Manual, General Order ____, Accident Involving Department Vehicle.
- Oregon Revised Statute 811.700, Failure to Perform the Duties of a Driver When Property is Damaged.

Nature of Investigation and Specific Allegations:

This investigation relates to an accident you were involved in on or about _____, between ____ and approximately _____. The alleged violations stem from your conduct during and after this incident.

The first issue under investigation is that you were engaged in a meeting for your personal social purposes with a female in a public parking lot while on duty. This meeting occurred at the Movies on TV theater parking lot at a time when patrons and theater employees were present.

The second issue under investigation is that during the course of this meeting, there was a collision between the Sheriff’s Office vehicle that you were driving and the vehicle of the female that you were meeting. This collision resulted in damage to the County vehicle. It is alleged that you failed to exchange vehicle

information with the other involved person as required by Oregon Revised Statute 811.700. It is also alleged that you failed to follow Sheriff's Office General Order #____, in that you did not notify dispatch of the collision and did not immediately notify a supervisor and request that the supervisor respond to the scene to investigate the damage. You and the other driver then left the scene, which precluded any investigation of the scene by a supervisor or outside agency.

The third issue under investigation involves the statements that you made to Sergeant _____ after the collision. It is alleged that your initial statements to Sergeant _____ about the circumstances of your activities at the Movie Theater were misleading and may have been untruthful. It is also alleged that you were not forthcoming when Sergeant _____ met with you in his office after the collision, and that Sergeant _____ had to ask pointed, direct questions to obtain all of the details about the incident. This conduct, if proven, would constitute a violation of our Canons of ethics.

The final issue under investigation is that your use of department "on-duty time" to conduct personal social business with the female involved in this incident represents an ongoing pattern of poor decision making and unprofessional conduct that you have been verbally warned about and have been counseled in written form on at least _____ occasions over the last 12 months.

Interview:

This memorandum is also to advise you that you are directed to meet with _____ and _____ on Wednesday, _____, for a formal interview about the matters described above. This interview will take place at the Sheriff's Office. You have the option to consult with an Association representative before any interview and to have a representative with you during any interview.

You are advised that at this time you will be directed to truthfully and candidly respond to all questions put to you related to these matters, that you will be given Reverse Garrity warnings, that your failure to respond to questions as directed in a completely cooperative and forthcoming way will be regarded as a separate and independent basis for discipline, and that anything less than absolute truthfulness will constitute grounds for termination of your employment. The interview will be tape-recorded.

Exhibit D –TA

UCLEA equip issue MOA.d

Page 1 of 3

Memorandum of Agreement
By and Between
Umatilla County Sheriff
Umatilla County Board
And
Umatilla County Law Enforcement Association (Association)

Topic: Equipment Issue

Pursuant to Article 18, Section 12, of the 2007-2010 collective bargaining agreement (CBA) between the County and the Association, the parties have met and mutually agreed to the following:

The Umatilla County Sheriff's Office shall provide and issue the duty equipment set forth in Attachment A of this document, to the deputies serving in the Criminal and Corrections Divisions. The duty equipment to be issued consists of a basic kit to all Criminal Division deputies and to all Corrections Division deputies. Additional kit equipment items will be provided to Criminal Division deputies assigned to detective status, and Corrections Division deputies assigned to transport status. All duty equipment items to be issued, for current employees, shall be completed and issued by no later than December 31, 2010.

The parties agree that all duty equipment issued items will be from reputable manufacturers and of good quality. Handguns will be of either .40 S&W or .45 ACP calibers, and of a make and model of good standing in the law enforcement community. Holsters for Criminal Division deputies will be such that the weapon may be holstered with weapon light attached to the weapon.

Pursuant to the CBA, deputies having personal weapons of the type the Sheriff's Office chooses to purchase, may elect to sell said weapons to the Sheriff's Office for fair market value.

Deputies carrying duty weapons other than that chosen for purchase by the Sheriff's Office at the implementation of this MOA, may choose to continue to carry said weapon type in place of Sheriff's Office issue. Deputies so choosing will be responsible for their own holsters and magazine pouches, unless compatible with that chosen by the Sheriff's Office. The Sheriff's Office will continue to provide duty and training ammunition for calibers other than that chosen for duty weapons until supplies are exhausted. Beyond that point, deputies choosing to carry handguns of a caliber other than issued by the Sheriff's Office, will be responsible for providing their own duty and training ammunition. Deputies choosing to continue carrying their own weapons under this caveat may upgrade/replace said weapons with 'like weapon platform' weapons after implementation of this MOA. All deputies hired subsequent to the implementation of this MOA shall be issued, and carry, the standard Sheriff's Office issued handgun. Any existing deputies choosing to cease carrying their personal weapons shall be issued, and carry, the standard Sheriff's Office issued handgun.

The Sheriff's Office will continue to provide uniforms as listed in Article 18, Section 4 of the CBA, to wit: at least three (3) duty uniforms consisting of uniform shirt and uniform pants and all appropriate badges, patches, collar brass, etc. The Sheriff's Office will also continue to provide jackets, coats, hats, gloves, caps and other attire to Criminal Division deputies, and upon request, to Corrections Division deputies.

The Sheriff's Office will continue to furnish body armor as articulated in Article 18, Section 12 of the CBA. Personal protection items, including rubber gloves, safety glasses and CPR barriers will be kept available for use within the jail and at the patrol offices. Hearing protection items will be provided for range activity.

The Sheriff's Office will continue to issue patrol rifles and/or shotguns to Criminal Division deputies assigned to uniform patrol.

It is agreed, this 14 day of July, 2010.

For the Board of Umatilla County Commissioners

Dennis Doherty
Dennis Doherty, Umatilla County Board of Commissioners Chair



For the Umatilla County Sheriff's Office

John Trumbo 07-14-10
John Trumbo, Sheriff, Umatilla County

For the UCLEA (Association)

John Fults 07-14-10
John Fults, President

ATTACHMENT A

Equipment allocation table

Gear	Criminal	Detective	Corr	Transport
Pants belt	1		1	
Duty belt	1		1	
Belt keepers	4		4	
Holster – light capable	1			
Holster				+1
Double magazine case	1			+1
Concealment holster		+1		Avail
Concealed carry magazine & cuff case		+1		Avail
Double cuff case	1 (choice)			+1 (choice)
Single cuff case	2 (choice)		1	+1 (choice)
Handcuffs – chain	1		1	+1
Handcuffs – hinged	1			
Extended handcuff key	1		1	
Flashlight ring	1			
Glove pouch	1		1	
Badge holder		+1		Avail
CPR mask w/ case			1	
Key holder			1	
Pistol	1			1 Avail
Magazines	3			3 Avail
Weapon light	1			
Mini-flashlight w/ case	1		1	
Radio w/ case	Avail		Avail	
Radio belt mount	1		1	

Criminal and Transport deputies will have the choice of 1 double-cuff case or 2 single-cuff cases. Transport deputies will be provided 1 weapon and 3 magazines either by assignment, or by a check-out method for transports. Transport deputies will have available for check-out a concealment holster and magazine carrier w/ cuff case for the occasion when non-uniform transport assigned. Transport deputies will have available for check-out a badge and badge holder for non-uniform transports.

**APPENDIX A –TA
TEMPORARY SPECIAL EMPLOYEES**



UMATILLA COUNTY PERSONNEL POLICIES

POLICY TITLE: Retirement
POLICY NUMBER: 4.7
EFFECTIVE: April 1, 2009
This policy replaces policy 4.7 of Feb. 2004

I. RETIREMENT PLAN

The County will maintain retirement plans for eligible employees, as follows:

A. Under the Oregon Public Employees Retirement System (PERS) for all eligible employees (e.g., generally, those who commenced public employment before August 15, 2003).

B. Under the Oregon Public Service Retirement Plan (OPSRP) for all eligible employees hired on or after August 15, 2003.

The eligibility requirements shall be those established in state law (e.g., ORS Chapter 238). Employees will be either PERS-Tier 1, PERS - Tier 2, or OPSRP members, depending on their eligibility under the applicable state laws.

The County will pay the 6% PERS/OPSRP employee contributions through December 31, 2005, into the appropriate employee retirement pool. Beginning January 1, 2006, the employees will be responsible to pay the 6% PERS/OPSRP employee contributions, unless the county agrees to assume all or part of that payment responsibility.

The rights of employees upon retirement or termination of service with the County shall be governed by the state law which applies at that time.

New County employees will be provided a member handbook at the time of their “new employee orientation.”

II. TEMPORARY SPECIAL EMPLOYMENT OF PERS/OPSRP RETIREES

The County may, at its sole election and discretion, employ PERS/OPSRP retirees, subject to these limitations:

A. General service retirees may be re-employed for not more than 1039 hours within a calendar year. If this limitation is exceeded, that employee will lose retirement benefits. **IT IS THE DUTY OF THE EMPLOYEE, AND NOT THE COUNTY, TO DETERMINE, MONITOR AND ASSURE THAT THE EMPLOYEE’S RIGHTS, DUTIES AND INTERESTS IN CONNECTION WITH THIS LIMITATION ARE PROTECTED, INCLUDING THE DUTY TO ASSURE THAT HIS/HER ALLOWED HOURS ARE NOT EXCEEDED.**

B. Eligible Fire and Law Enforcement retirees may be re-employed full-time in counties that meet statutory requirements.

Employment or re-employment of PERS/OPSRP retirees by the County must be in compliance with all applicable PERS/OPSRP and IRS provisions, shall require prior approval by the Board of Commissioners, and shall be governed by all the provisions of this County policy.

III. TEMPORARY SPECIAL EMPLOYMENT PROVISIONS

A. TEMPORARY. PERS/OPSRP retirees may be employed or re-employed as “Special Employees” in “temporary” status, for a period up to one year. That temporary employment may be renewed, or not, at the sole election and discretion of the County. Initial employment and renewals shall both require prior approval by the Board of Commissioners.

B. AT WILL. Temporary Special Employees shall be “at will” employees. Their employment or re-employment shall confer no right to continued employment. Continuation and/or renewal of their special employment shall be at the will and pleasure of the County.

C. NON-UNION. Temporary Special Employees are not Union-covered under the County’s contracts with any Union. If employment or re-employment is in an AFSCME covered position for a period of more than 540 hours within a 6-month period, or in an UCLEA covered position for a period of more than 6 months, that respective Union must concur in writing to the non-Union coverage of that Special Employee. It shall be the responsibility of the applicant for special employment to seek and obtain this documentation.

D. TEMPORARY SPECIAL EMPLOYMENT WITHOUT BENEFITS. Temporary Special Employees of 1039 hours or less within a calendar year DO NOT accrue any benefits, including medical/dental insurance, paid vacation, paid sick leave or other. However, they may exercise COBRA and other rights accrued as a result or prior employment.

E. TEMPORARY SPECIAL EMPLOYMENT WITH BENEFITS. Temporary Special Employees of half-time or more (e.g., 20 or more hours per week, and more than 1039 hours in a calendar year) for a period in excess of 6 months, shall receive such benefits as are approved in County policy. Unless otherwise determined in policy adopted later by the Board of Commissioners, these Special Employees shall receive the benefits that would apply if they were Union covered, EXCEPT the following, which shall not be included: “seniority” or “bumping” rights in event of a “lay-off”; Union grievance rights due to any proposed or administered disciplinary action or to termination; and, Special Employees shall be treated as “new hires” for purposes of rate of vacation accrual and longevity pay.

F. COMPENSATION. Compensation of Temporary Special Employees shall be agreed to prior to Board of Commissioner approval of the employment or re-employment. Ordinarily, the pay-rate for Umatilla County retirees will be at the hourly or monthly rate that the Special Employee was being paid at the time of his/her retirement. However, circumstances may justify a different compensation. Compensation shall NOT include special pays (e.g., longevity, certification, etc.).

IV. PROCEDURE FOR EMPLOYMENT OF TEMPORARY SPECIAL EMPLOYEES.

A. APPLICATION. Any PERS/OPSRP retiree may apply for temporary special employment with the County at any time. An Umatilla County employee who is contemplating retirement may apply prior to retirement. The application must be initiated with the Director of the Department in which the Special Employee would be working if the application is approved. The application must include all relevant information necessary for an informed decision to be made, including any required by the Department Director and/or Human Resources, the desired position, start date, duration and proposed terms and hours of work. In addition, the application MUST state that the applicant has received and read a copy of this policy, understands it, and agrees to all provisions set forth in this policy.

The Department Director may conduct such inquiry or investigation as he/she deems appropriate, and will have the discretion to deny the application, in which case there will be no appeal to the Board of Commissioners. If the Department Director concurs with the application, he/she will so indicate, append a statement setting forth why the application is in the best interests of the County and should be approved, and forward the application and statement to Human Resources.

Human Resources will review the application for: completeness; compliance with county policy, state law and IRS requirements; and assure that any other appropriate reviews are conducted (e.g., budget, legal, etc.) When completed, Human Resources will forward the application to the Board of Commissioners for review, scheduling and action.

The Board of Commissioners will consider the application and either approve or disapprove.

ANY DECISION TO EMPLOY OR RE-EMPLOY AN APPLICANT SHALL BE AT THE TOTAL ELECTION AND DISCRETION OF THE COUNTY, SUBJECT ONLY TO STATE AND FEDERAL EMPLOYMENT LAWS PROHIBITING ILLEGAL DISCRIMINATION. THE POLICY SET FORTH IN THIS INSTRUMENT SHALL CREATE NO RIGHT OR REASONABLE EXPECTATION TO TEMPORARY SPECIAL EMPLOYMENT, TO "RETIRE AND BE RE-EMPLOYED" OR TO BE CONTINUED OR RENEWED ONCE EMPLOYED IN TEMPORARY SPECIAL EMPLOYMENT STATUS.

B. ACTIVATION. Following Board of Commissioner approval, the Department shall initiate appropriate Payroll Change Notices (PCN) and Human Resources shall take such additional steps to complete the employment or re-employment process.

C. RENEWAL. Renewals of temporary special employment shall follow, generally, the same procedures, except that they may be initiated by the Department Director.

D. TERMINATION. Upon termination of the employment of a Temporary Special Employee, any accrued benefits shall be paid out.

 BOARD OF COMMISSIONERS BY W. LAWRENCE GIVENS CHAIRMAN	 DATE ADOPTED
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APPENDIX B –TA

HIGH ABSENTEEISM PROGRAM

A. The ability to attend work regularly and with reliability is regarded as a job requirement. The County may examine the total sick leave usage of each employee periodically, as reported on a monthly benefits balances leave report (as reported by the Sheriff's Office or HR). This Report also shall be supplied to each Supervisor and the Association President or designee. If there is a reasonable belief based on objective and articulable facts that the use of sick time by an employee appears excessive, the County may examine the employee's sick leave reports and conduct an investigation pursuant to Article 8 in order to identify the cause(s) of the sick leave. When there is probable cause to believe that an employee's pattern of sick leave usage appears excessive, the County may require the employee to furnish a health care provider's (HCP) certificate for each incident of sick leave use that occurs in the future. This requirement shall be for a designated period of time not to exceed ninety (90) days and may be renewed if there is probable cause to believe that there continues to be a pattern of sick leave misuse by an employee.

B. High Absenteeism Criteria.

Employees' use of sick leave under a combination of the following factors of illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness) and may constitute a reasonable belief as described in Section A above:

1. A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.
2. Amount of usage above the yearly average for department personnel.
3. Employee return to work after showing signs of outdoor recreation (tan, wind or sun burns).
4. When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
5. Employee's reasons are consistently vague or general.
6. Frequency of absences, unreported absences, one (1)-day absences, one (1)-hour (short) leave blocks at the start or end of the shift.
7. Factors not to be considered as excessive absenteeism are:
 - a. Pregnancy, surgery and/or health care provider-ordered confinement.
 - b. Workers' Compensation or non-compensable County-service connected occupational illness.

- c. Authorized leaves, unless the particular leave appears to be based on an inappropriate use of characterization of illness or disability.
- d. Protected status leave as allowed by State or Federal law.

C. Employees Responsibility Under Notification of Possible Misuse.

An employee who has been served with a notice of excessive absenteeism may be required to do the following:

- 1. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.
- 2. Remain at home, at the location of treatment or therapy, or en route between these locations, unless released by the County for greater activity due to the nature of the illness or injury. Be available for call or visit by a supervisor.
- 3. Submit to a County-paid HCP evaluation by a HCP to determine the fitness for duty and the bona fides of the illness, injury or disability and/or prognosis for return to work at full or limited duty.
- 4. For incidents of sick leave, the employee shall provide to the County a HCP's certificate for each incident of illness as requested. Employees who fail to provide a HCP's certificate upon return to work from sick leave are subject to disciplinary action.

D. Disciplinary Action.

Pursuant to Article 8, appropriate disciplinary action available under this Agreement for the misuse of sick leave may be imposed. The parties recognize that, notwithstanding the County's sick leave plan, the ability of an employee to attend work regularly is a job requirement.